



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
NOVEMBER 8, 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 James Tippins, Baptist Medical Center Nassau Senior Chaplain.

4. PROCLAMATIONS

4.1 **PROCLAMATION - NATIONAL AMERICAN INDIAN HERITAGE MONTH** - *Proclaims the month of November, 2017, as "National American Indian Heritage Month". Ms. Nadine D'Ardenne, American Indian Representative, will be present to accept the Proclamation.*

4.2 **PROCLAMATION - TREES FOR AMERICA'S TROOPS, INC.** - *Recognizes Trees for America's Troops, Inc. for providing United States military servicemen and servicewomen on deployment with decorated Christmas trees and essential items to help them overcome the drudgery and hardships of faraway duty. Trees for America's Troops, Inc. President Ms. Judi Mixon-Brown will be present to accept the Proclamation.*

4.3 **PROCLAMATION - PÉTANQUE AMELIA ISLAND OPEN** - *Recognizes the 8th Annual Pétanque Amelia Island Open and names the tournament's founder, Mr. Philippe Boets, the Official Ambassador of the Pétanque Amelia Island Open.*

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

6. CONSENT AGENDA

6.1 **DISPOSAL OF SURPLUS PROPERTY** - RESOLUTION 2017-167 DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.
Synopsis: Declares certain property as surplus, and authorizes the disposal of such.

- 6.2 **SEWER, REFUSE, AND STORMWATER EXEMPTIONS FOR FY 2017/2018 - RESOLUTION 2017-168** APPROVING THREE ADDITIONAL APPLICATIONS FOR CITY SEWER, REFUSE, AND STORMWATER EXEMPTION FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves three additional applications for exemption of payment for City Sewer, Refuse, and Stormwater costs for the months of October 1, 2017, through September 30, 2018.*
- 6.3 **AWARD OF RFP #17-03 - WITT O'BRIEN'S, LLC - RESOLUTION 2017-169** AWARDING RFP # 17-03 FOR DISASTER PUBLIC ASSISTANCE SERVICES TO WITT O'BRIEN'S, LLC; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR SAME; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards RFP #17-03 for the City's disaster public assistance services to Witt O'Brien's, LLC.*
- 6.4 **AGREEMENT APPROVAL – FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - RESOLUTION 2017-170** APPROVING THE UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING EXECUTION; AND PROVIDING AN EFFECTIVE DATE. *Synopsis: Approves the Utility Work by Highway Contractor Agreement between the City of Fernandina Beach and the Florida Department of Transportation (FDOT). Also authorizes the City Manager to bind the City for deeds, easements, agreements, licenses, permits and other agreements related to any services, facilities or usage of properties and rights-of-way owned by the FDOT costing no more than \$20,000.*
- 6.5 **FINAL PLAT APPROVAL - DUNES OF AMELIA, PHASE TWO - RESOLUTION 2017-171** APPROVING FINAL PLAT, PAB CASE 2017-10 TITLED "DUNES OF AMELIA, PHASE TWO"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled "Dunes of Amelia, Phase Two" as a final plat.*
- 6.6 **PRELIMINARY PLAT APPROVAL - LAKESIDE RESERVE - RESOLUTION 2017-172** APPROVING PRELIMINARY PLAT, PAB CASE 2017-11 TITLED "LAKESIDE RESERVE"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled "Lakeside Reserve" as a preliminary plat.*
- 6.7 **BUDGET AMENDMENTS - VARIOUS DEPARTMENTS - RESOLUTION 2017-173** APPROVING AMENDMENTS TO THE POLICE, FIRE, STREETS, PARKS & RECREATION, GOLF, WASTEWATER, WATER, AND FLEET BUDGETS IN FY 2016/2017; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves transfers within respective Departments/Funds for FY 2016/2017.*

7. RESOLUTIONS

- 7.1 **AGREEMENT APPROVAL - COMCAST ENTERPRISE SERVICES - RESOLUTION 2017-174** APPROVING A MASTER SERVICES AGREEMENT WITH COMCAST ENTERPRISE SERVICES TO PROVIDE A MANAGED METRO-ETHERNET WIDE AREA NETWORK SOLUTION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Comcast Enterprise Services Master Services Agreement, The First Amendment to the agreement, and the Renewal Service Order.*

- 7.2 **PURCHASE APPROVAL - DELL, INC. -** RESOLUTION 2017-175 APPROVING THE PURCHASE OF TWO SERVERS AND A STORAGE DEVICE FROM DELL, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of two servers and a storage device from Dell, Inc. and the purchasing agreement.*
- 7.3 **BUDGET AMENDMENTS - GOLF COURSE & AIRPORT -** RESOLUTION 2017-176 APPROVING AMENDMENTS TO THE GOLF COURSE AND AIRPORT FUNDS IN FISCAL YEAR 2017/2018 FOR TWO PROJECTS CARRIED OVER FROM FISCAL YEAR 2016/2017; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer of \$35,600 to the Golf Repairs/Maintenance Grounds account from the Golf Reserve account and a transfer of \$202,850 to the Airport Repairs/Maintenance Building and Grounds account from the Airport Reserve account.*
- 7.4 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) -** RESOLUTION 2017-177 AUTHORIZING A GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO ACCEPT \$500,000 AWARD FOR NORTH FLETCHER DRAINAGE IMPROVEMENTS – NORTH DOWNTOWN DRAINAGE IMPROVEMENTS – AREA 5; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City to enter into Agreement No. LP45011 with FDEP in the amount of \$500,000 for the North Fletcher Drainage Basin Project.*
- 7.5 **GRANT AGREEMENT - ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) -** RESOLUTION 2017-178 AUTHORIZING A COST-SHARE AGREEMENT WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) TO ACCEPT \$251,283 TO UPGRADE EXISTING DRAINAGE IN AREA 1 (NORTH 15TH STREET AREA); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City to enter into a cost-share agreement with SJRWMD to accept an award of \$251,283 for the construction improvements to the Area 1 drainage system.*
- 7.6 **MAINTENANCE EASEMENT - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) -** RESOLUTION 2017-179 REQUESTING AN EASEMENT TO BE GRANTED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE AREA BY FT. CLINCH STATE PARK PROPERTY FOR MAINTENANCE OF EXISTING DRAINAGE DITCH; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City to request a maintenance easement along the existing ditch from the Florida Department of Environmental Protection (FDEP).*
- 7.7 **REIMBURSEMENT – AIRPORT -** RESOLUTION 2017-180 DECLARING THE OFFICIAL INTENT OF THE CITY TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT FOR EXPENSES TO BE INCURRED WITH RESPECT TO A CERTAIN PROJECT; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING AN EFFECTIVE DATE. *Synopsis: Approves reimbursement to the City from a future debt issue for costs related to the General Aviation Terminal project incurred before the debt is issued.*
- 7.8 **TASK ORDER #2017-02 - OLSEN ASSOCIATES, INC. -** RESOLUTION 2017-181 APPROVING TASK ORDER #2017-02 WITH OLSEN ASSOCIATES, INC. FOR THE NASSAU COUNTY SHORE PROTECTION PROJECT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Task Order #2017-02 with Olsen Associates, Inc. for Coastal Engineering Services for Beach Management.*

- 7.9 **TASK ORDER #2017-03 - OLSEN ASSOCIATES, INC. - RESOLUTION 2017-182 APPROVING TASK ORDER #2017-03 WITH OLSEN ASSOCIATES, INC. FOR THE NASSAU COUNTY SHORE PROTECTION ALTERNATE RENOURISHMENT PROJECT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves Task Order #2017-03 with Olsen Associates, Inc. for coastal engineering services for the Alternate Renourishment Project.*
- 7.10 **AWARD OF RFQ #17-03 - BROCKINGTON AND ASSOCIATES, INC. - RESOLUTION 2017-183 ACCEPTING THE RECOMMENDATION OF THE RFQ #17-03 EVALUATION COMMITTEE TO ENTER INTO AN AGREEMENT BETWEEN BROCKINGTON AND ASSOCIATES, INC. AND THE CITY OF FERNANDINA BEACH FOR THE CREATION OF A HISTORIC RESOURCES SURVEY UPDATE FOR THE DOWNTOWN AND OLD TOWN HISTORIC DISTRICTS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Awards RFQ #17-03 to Brockington and Associates, Inc. for the Historic Resources Survey Update.*
- 7.11 **AGREEMENT APPROVAL - EIGHT FLAGS AVIATION, LLC / CHANGE ORDER APPROVAL - F&G CONSTRUCTION - RESOLUTION 2017-184 APPROVING THE CONSTRUCTION AND FINANCIAL AGREEMENT WITH EIGHT FLAGS AVIATION, LLC FOR FINANCIAL CONTRIBUTION TOWARD DESIGN AND CONSTRUCTION OF THE AIRPORT TERMINAL; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PUBLIC RAMP APRON MANAGEMENT AGREEMENT; APPROVING CHANGE ORDER 1 WITH F&G CONSTRUCTION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the Construction and Financial Agreement between Eight Flags Aviation, LLC and the City of Fernandina Beach. Authorizes the City Manager to negotiate and execute a public ramp apron management agreement with Eight Flags Aviation, LLC and authorizes the City Manager to execute Change Order 1 with F&G Construction, not to exceed the original award amount, for the addition of a nose and tail section to the Airport Terminal.*

8. ORDINANCES - FIRST READING

- 8.1 **LAND DEVELOPMENT CODE (LDC) AMENDMENT - VARIANCES - ORDINANCE 2017-24 AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTION 10.02.01 (B) AND (C)(8) LIMITATIONS ON THE GRANTING OF A VARIANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Amends the Land Development Code specific to variances.*
- 8.2 ***Quasi-judicial* - ZONING MAP AMENDMENT - 13TH STREET - ORDINANCE 2017-25 CHANGING THE CITY'S ZONING MAP TO ASSIGN A PLANNED UNIT DEVELOPMENT OVERLAY FOR A PARCEL TOTALING 5.10 ACRES OF LAND LOCATED ON S. 13TH STREET BETWEEN HICKORY STREET AND FIR STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves a Planned Unit Development (PUD) overlay to approximately 5.10 acres located on S. 13th Street between Hickory Street and Fir Street.*

9. CITY MANAGER REPORTS

10. CITY ATTORNEY REPORTS

11. CITY CLERK REPORTS

12. MAYOR/COMMISSIONER COMMENTS

13. 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: Proclamation
National American Indian Heritage Month

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming the month of November, 2017, as “National American Indian Heritage Month”. Ms. Nadine D'Ardenne, American Indian Representative, will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 10/16/2017

Dale Martin, City Manager 10/20/2017

Date: June 22, 2017

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, as the first to live in this great land, Native American Indians have significantly enriched every aspect of our lives and have helped shape the America we know today. Their traditions and values continue to inspire the ideals of self-governance and determination that are the framework of the United States; and

WHEREAS, as we reflect on our history, we must acknowledge the deplorable chapters of violence against Native American people. While we cannot undo the pain and tragedy of the past, we can set out together to forge a brighter future of progress and hope across Indian Country and the entire American landscape; and

WHEREAS, founded in 1944, the National Congress of American Indians was established to secure and preserve American Indian sovereign rights under treaties and agreements with the United States, to protect American Indian traditional, cultural, and religious rights, to seek appropriate, equitable, and beneficial services and programs for American Indian people and governments, and to promote the common welfare and to enhance the quality of life of American Indians; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August, 1990, designating the month of November as “National American Indian Heritage Month”; and

WHEREAS, this month, we recognize the contributions American Indians have made to enhance the freedom, prosperity, and greatness of America today. Their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States.

NOW, THEREFORE, I, Robin C. Lentz, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, I do hereby proclaim November, 2017, as

“NATIONAL AMERICAN INDIAN HERITAGE MONTH”

in Fernandina Beach, Florida, and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 8th day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner-Mayor

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Trees For Americas Troops, Inc.

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing Trees for America's Troops, Inc. for providing United States military servicemen and servicewomen on deployment with decorated Christmas trees and essential items to help them overcome the drudgery and hardships of faraway duty. Trees for America's Troops, Inc. President Ms. Judi Mixon-Brown will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 10/03/2017

Dale Martin, City Manager 10/20/2017

Date: September 28, 2017

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, on December 8, 2010, United States Army Specialist Kelly Nixon, a Nassau County, Florida, native, tragically lost his life in action while serving in Kandahar, Afghanistan when his unit was attacked by a suicide bomber; and

WHEREAS, grieving and heartbroken, yet determined to find a way to honor their beloved son's ultimate sacrifice and memory, Army Specialist Nixon's parents, Mr. and Mrs. Harold Barger, Jr. founded Trees for America's Troops, Inc. to bring Christmas joy to American Military soldiers serving throughout the world who have to spend their holidays separated from home and loved ones; and

WHEREAS, America owes much gratitude to her troops. Trees for America's Troops, Inc. is a local, all volunteer organization, steadfastly committed to ensuring every soldier, sailor, marine, and airman serving in harm's way knows they are loved, appreciated, respected and have not been forgotten during the holidays; and

WHEREAS, since 2011, Trees for Americas Troops, Inc. has been providing United States military servicemen and servicewomen on deployment with decorated Christmas trees and essential items to help them overcome the drudgery and hardships of faraway duty.

NOW, THEREFORE, I, Robin C. Lentz, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby express sincere thanks and gratitude to:

“TREES FOR AMERICA’S TROOPS, INC.”

for paying tribute to a young man who gave his life for his country and for supporting those brave warriors who still serve and defend our great nation. We live in "the Land of the Free" because of the brave.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 8th day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Pétanque Amelia Island Open

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing the 8th Annual Pétanque Amelia Island Open and naming the tournaments founder, Mr. Philippe Boets, the Official Ambassador of the Pétanque Amelia Island Open.

Members of the Pétanque organization will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 10/20/2017

Submitted By: 
Caroline Best, City Clerk

Date: September 26, 2017

COMMISSION ACTION:

Proclamation

WHEREAS, the City of Fernandina Beach is honored to host the 8th Annual Pétanque Amelia Island Open. This is the largest Pétanque event in the Americas and it takes place each year at the foot of picturesque Centre Street located in beautiful Historic Downtown Fernandina Beach; and

WHEREAS; Pétanque is a global game with French origins played throughout the world and in the City of Fernandina Beach all year long. This year's Pétanque Amelia Island Open participants will visit Amelia Island from eighteen countries, twenty-four states, four continents, and from as far away as Mongolia and New Zealand; and

WHEREAS, under the welcoming auspices of the Amelia Island Boules Club, residents and visitors are cheerfully welcomed and highly encouraged to participate and give this fast growing, inclusive sport a try. Pétanque is an enjoyable game which promotes camaraderie among individuals of all ages and abilities and where world champions join enthusiastic newcomers for friendly competition and fellowship. Pétanque organizers are excited about the growth of the sport and the possibility of Pétanque becoming a part of the 2024 Paris Olympic Games; and

WHEREAS, our local introduction to Pétanque would not have been possible without the tireless efforts and endless enthusiasm of the tournament's founder, Mr. Philippe Boets, a Belgian who arrived in Fernandina Beach via Jamaica and Miami in 2009. Mr. Boets carried his love of Pétanque to Fernandina Beach and subsequently brought the world to enjoy our charming island.

NOW, THEREFORE, I, Robin C. Lentz, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby give sincere thanks to Mr. Boets for his many contributions to our community and proclaim Mr. Philippe Boets the Official Ambassador of the:

“Pétanque Amelia Island Open”

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 8th day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-167
Disposal of Surplus Property

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-167

SYNOPSIS:

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

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

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

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-167.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	10/17/2017
Nicole Bednar, Administrative Services Manager	10/17/2017
Dale Martin, City Manager	10/20/2017
Patti Clifford, Comptroller	10/22/2017
Tammi E. Bach, City Attorney	10/27/2017
Katie Newton, Legal Assistant	10/27/2017

Date: October 03, 2017

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2017-167

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

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

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

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

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

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

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

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

ADOPTED this 8th day of November, 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 2017-167
Exhibit "A"

UNIT	VEHICLE I.D.	YEAR	MAKE	MODEL	DESCRIPTION	METHOD OF	SELLING	DATE
NUMBER	NUMBER					SURPLUS	PRICE	SOLD
906	1FTSE34581HA83235	2001	FORD	E-350	CARGO VAN			
203	1FTYR10U06PA49233	2006	FORD	RANGER	PICKUP TRUCK			
701	1FMPU16L4YLB22215	2000	FORD	EXPEDITION	SUV			
430	1FDXF46P34EC31598	2004	FORD	F-450	DUMP TRUCK			
338	1FDWF37P66EC85601	2006	FORD	F-350	UTILITY TRUCK			
339	1FDWF37P46EC85600	2006	FORD	F-350	UTILITY TRUCK			
206	1FTRX14W66FA63956	2005	FORD	F-150	PICKUP TRUCK			
1276	1FMYU93Z17KA02453	2005	FORD	ESCAPE	SUV			
						TOTALS	\$0.00	

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-168
Sewer, Refuse, and Stormwater Exemptions for Fiscal Year 2017/2018

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-168

SYNOPSIS: The Nassau County Council on Aging has submitted three additional Sewer, Refuse, and Stormwater Fee Exemption applications for Fiscal Year 2017/2018 for the City Commission's approval. The applications are available for review in the City Clerk's Office.

FISCAL IMPACT: Funding in the amount of \$25,000 has been budgeted in the Fiscal Year 2017/2018 and is available in account number #0015640 55600.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-168.

Caroline Best, City Clerk	10/16/2017
Nicole Bednar, Administrative Services Manager	10/16/2017
Dale Martin, City Manager	10/20/2017
Patti Clifford, Comptroller	10/22/2017
Tammi E. Bach, City Attorney	10/27/2017
Katie Newton, Legal Assistant	10/27/2017

Date: October 13, 2017

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2017-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THREE ADDITIONAL APPLICATIONS FOR CITY SEWER, REFUSE, AND STORMWATER FEE EXEMPTION FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 5, 1985, it was the finding of the City Commission of the City of Fernandina Beach that certain citizens of the City had limited income and the monthly payments for Sewer and Refuse Services would cause an undue hardship; and

WHEREAS, a guideline was adopted by the City Commission to assist in the determination of those individuals who may be eligible; and

WHEREAS, each year the City Commission has made provisions for a certain number of applicants to be considered and/or approved for the exemption of payment for the Sewer, Refuse, and Stormwater Services; and

WHEREAS, the City of Fernandina Beach has received three additional applications from the Nassau County Council on Aging for consideration for exemption of payment for Sewer, Refuse, and Stormwater services for the months of October 1, 2017, through September 30, 2018; and

WHEREAS, funding is budgeted and available in Social Services for Aged/Poor account #0015640-55600.

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

SECTION 1. The City Commission hereby approves three additional applications for exemption of payment for City Sewer, Refuse, and Stormwater costs for the months of October 1, 2017, through September 30, 2018. The three applicants are listed by name on Exhibit "A", attached hereto.

SECTION 2. This Resolution shall become effective immediately.

ADOPTED this 8th day of November, 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 2017-168
Exhibit “A”

Bessie Lawyer
Alvia Mundy
Alahendra Richo

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-169
Award RFP #17-03 - Witt O'Brien's, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-169

SYNOPSIS:

On September 28, 2017, staff opened four sealed proposals for Public Assistance Services. The evaluation Committee met, selected, and recommend Witt O'Brien's, LLC to the City Commission.

FISCAL IMPACT: This contract will be used for processing Hurricane Irma FEMA paperwork. Payments for this work will be charged to the Fire Professional Services account 0012200 53100. Any monies paid will require a Commission approved budget amendment, using funds transferred from the General Fund Reserve. A portion of funds spent for Public Assistance services will be reimbursed by FEMA.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-169.

Dale Martin, City Manager 10/20/2017

Tammi E. Bach, City Attorney 10/27/2017

Date: October 19, 2017

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2017-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP # 17-03 FOR DISASTER PUBLIC ASSISTANCE SERVICES TO WITT O'BRIEN'S, LLC; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR SAME; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposal #17-03 for Disaster Public Assistance Services. Four proposals were received on September 28, 2017; and

WHEREAS, the City Evaluation Committee consisting of the Deputy Fire Chief, Legal Assistant, Streets and Parks Maintenance Director, and Airport Director reviewed and scored the four proposals; and

WHEREAS, the City Evaluation Committee's final review reached consensus with the following ranking: 1) Witt O'Brien's LLC; and

WHEREAS, the City Evaluation Committee recommends negotiating the contract with Witt O'Brien's, LLC; and

WHEREAS, the City Evaluation Committee recommends the City Manager negotiate a three year contract with Witt O'Brien's, LLC based on the criteria listed in the RFP to assist the City with its Disaster Public Assistance Services; and

WHEREAS, charges for these services will be coded to the Fire Professional Services account, 0012200 53100; and

WHEREAS, staff recommends the Commission authorize payments for these services to exceed the adopted budget as needed.

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

SECTION 1. The City Commission hereby awards RFP #17-03 for the City's disaster public assistance services as specified in the Request for Proposal, to Witt O'Brien's, LLC.

SECTION 2. The City Manager is hereby authorized to negotiate a three year contract for with Witt O'Brien's, LLC as the provider on behalf of the City for disaster public assistance services.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the contracts, after review and approval by the City Attorney.

SECTION 4. The Commission authorizes charges for these services to be coded to the Fire Professional Services account, 0012200 53100 and authorizes these expenditures to exceed the adopted budget – to be formalized with a budget amendment Resolution at a future date.

SECTION 5. This Resolution shall take effect immediately upon passage.

ADOPTED this 8th day of November, 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 BID OPENING

ITB #17-03 Disaster Public Assistance Services

9/28/2017 at 10:30am

OPENED BY: Wanda Weaks and Chief Ty Silcox

[illegible]

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed proposals to assist with **FEMA PUBLIC ASSISTANCE SERVICES**. The City is looking to enter into a contract for assistance with Disaster Recovery and Federal Emergency Management Agency, herein referred to as FEMA, Public Assistance associated with damage sustained from natural disasters.

The City will receive sealed proposals at the location stated below not later than **10:30am, Thursday, September 28, 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.

The original bid submittal (**1 original, 4 copies and 1 electronic version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP #17-03** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP #17-03**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The proposal shall be submitted on the specified **Cost of Services** Form (**1 original, 4 copies, 1 electronic version, cd or thumb drive**), hereto provided as "**Attachment A**". The person signing the proposal forms shall have the authority to bind the proposer to the proposal. All information on the proposal forms shall be provided, or the proposal may not be accepted.

The competitive sealed proposal shall be accompanied by a "**Contact Sheet**", hereinafter provided as "**Exhibit A**", a "**Public Entity Crimes Statement**" herein provided as "**Exhibit B**", a "**Drug Free Workplace Certification**", herein provided as "**Exhibit C**", an "**E-Verify Statement**," herein provided as "**Exhibit D**", "**Conflict of Interest**", herein provided as "**Exhibit E**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit F**", "**Disputes Disclosure**", herein provided as "**Exhibit G**" and "**Proposer Acknowledgements and Agreements**" herein provided as "**Exhibit H**".

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CONTACT

Questions during the proposal period shall be submitted in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

Contractors 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 Contractor questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and the Onvia DemandStar website at www.demandstar.com . It is the Contractor's responsibility to check the City's website for Addenda prior to submitting their proposal. The deadline for questions is 5 days before proposal opening.

CONTRACTOR SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the proposal.

TERMS OF CONTRACT

The City reserves the right to revise the stated contract terms and conditions prior to the Firm and City executing the agreement. The firm shall serve at the pleasure of the City and be subject to removal, with or without cause, at any time during the term of the service agreement, by the City Commission. Each proposal shall be considered binding and in effect for a period of 90 calendar days following the proposal opening.

RFP SCHEDULE

The following schedule is the PROPOSED schedule for evaluations. The City reserves the right to alter dates as needed.

Advertising.....	Sep 08, 2017
Deadline for Proposal Questions.....	Sep 19, 2017
Proposal Due Date.....	Sep 28, 2017
Evaluation Committee Meeting.....	Oct 04, 2017
Commission Meeting.....	Oct 17, 2017

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EVALUATION CRITERIA

An Evaluation Committee will review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is as follows:

Evaluation Components	Component Criteria	Decision Weight
<u>Qualifications/Experience/References</u>	• Provide qualifications and experience • Provide a minimum of three (3) references • Provide a resumes for proposed team members that will be assigned to the City	35%
<u>Pricing / Staffing</u>	• Proposed compensation - o Title and Hourly Rates	25%
<u>Project Approach/Plan</u>	• Projected staff hours • Timeline of tasks • Information / Staff time needed from the City	20%
<u>Availability</u>	• Proposed Start Date	10%
<u>Firm Experience w. Marina Damage</u>	• Marina Reference	10%
MAXIMUM POINTS		100%

Note: The above scoring mechanism will be used by individual Evaluation Committee members to ordinarily rank firms. Ordinal ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

SELECTION PROCEDURE

The proposals received will be evaluated by qualified personnel of the City. The Evaluation Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Evaluation Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Evaluation Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Proposers it selects from among those submitting Proposals.

The Evaluation Committee decides to entertain presentations or conducts interviews at a subsequent meeting, it shall set the date, place and time for that meeting, then establish the order of presentations of interview before adjourning. The Purchasing Department shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

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If no oral presentations or interviews are requested, the Evaluation Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluation, the Evaluation Committee shall report its recommendations and order of preference (final ranking) to the Board of Commissioners.

PROPOSAL EVALUATION

The City of Fernandina Beach shall be the judge of its own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to the City.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

The City reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to preform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the Evaluation Committee.

PUBLIC ASSISTANCE SUPPORT REQUIREMENTS (requirements to be provided)

The public assistance/mitigation support staff will operate in accordance with the FEMA PUBLIC ASSISTANCE SERVICES.

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it has sufficient qualifications, resources and experience to provide the Services under this Solicitation. Please provide information related to the following:

- A brief background of the firm and an overview of Proposer's experience indicating the resources, understanding, qualifications, and background, etc. in providing the services related to Disaster Recovery and FEMA PA experience such as:

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- How many FEMA Regions have you performed work in?
- What is the approximate number of PA's prepared and submitted?
- Provide amount billed and received on behalf of municipalities.
- Provide an overview of experience with work surrounding damaged marinas.
- Must be able to provide single source billing (i.e. Billing, time sheets, etc.).
- Must be able to supply experienced emergency management personnel with superior credentials.
- Must be able to provide regular reports at intervals determined by FEMA of tasks and other activities performed by the individual/organization to document the services performed.
- Personnel must have excellent communication skills (both written and oral).
- Personnel should be able to communicate with local, state, and federal officials at all levels.
- Personnel should be able to write, review and amend project worksheets and/or mitigation applications.
- Personnel should understand the latest FEMA policies and procedures including but not limited to all facets of program delivery, project formulation, documentation, and close-out operations.
- Provide at least three (3) references of clients to which it has provided Disaster Recovery and FEMA Public Assistance preparation and reporting services for in the last five (5) years.
 - If available, such references should be representatives of Florida Jurisdictions. (Inclusion of references in your proposal is also agreement that the City may contact the named reference).
- Provide at least one (1) reference directly related to your experience working with marinas, beaches, waterways and cultural experience.
- Provide resumes for the proposed team that will be assigned to the City.

The City of Fernandina Beach reserves the right to contact any municipality, agency, company or individual, whether offered as references or otherwise, to obtain information that may assist the City in evaluating the Proposer. The City of Fernandina Beach retains the right to use information to make selection decisions. Submittal of a proposal is agreement that the City may contact and utilize such information to make a decision.

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Respondent must submit hourly rates for services including rates by position. The City reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.

State your firm's plans and approach for providing the goods and services related FEMA Public Assistance preparation and reporting.

Project plan must include the following:

- Projected number of hours for each proposed staff member
- List of tasks
- Timeline of related tasks
- Information/Staff time needed from the City
- Total project cost

Additional Resources:

FEMA Super Circular is currently located in the Code of Federal Regulations at 2 C.F.R. Part 200. It can be located at the following link: <http://www.ecfr.gov/cgi-bin/>

You may also view the Department of Homeland Security's Interim Final Rule adopting the Super Circular in the Federal Register at 79 FR 75871. Here is a link to the DHS Interim Final Rule: <http://www.gpo.gov/>

OMB Circular A-87 provides principles and standards for determining costs for federal awards: Here is a link to the website: <http://www.whitehouse.gov/omb/circulars>

In accordance with the requirements as stated in C.F.R. 200.321 (<http://www.ecfr.gov/cgi-bin/>) encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to the affirmative steps.

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GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, "Cost of Services Offered" 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.

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8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

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

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of

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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 chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR 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, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR'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 against the CITY and CONTRACTOR/VENDOR 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.

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:

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The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 - 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 - 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.

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- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR
Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site.
Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner] , [Name of General Contractor] , and (your company) are interested in the maintenance of this
insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.

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- 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.

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/eplsearch.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
REQUEST FOR PROPOSAL #17-03
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**ATTACHMENT “A”
COST OF SERVICES OFFERED**

Proposer shall attach a job description to each position. Proposer is encouraged to include hourly rates for services, including rates by position that may help to meet FEMA guidelines.

POSITION	RATE \$
Principal	\$
Public Assistance Officer I	\$
Public Assistance Officer II	\$
Public Assistance Officer III	\$
Appeals Specialists	\$
Mitigation Specialist I	\$
Mitigation Specialist II	\$
Mitigation Specialist III	\$
Insurance Specialist I	\$
Insurance Specialist II	\$
Insurance Specialist III	\$
State Public Assistance Coordinator I	\$
State Public Assistance Coordinator II	\$
State Public Assistance Coordinator III	\$
Accountant Level II Journal Entry	\$
Senior Grant Administrator	\$
Grant Administrator	\$
Senior Engineer/Senior Programmer	\$
Engineer/Programmer	\$
Accountant Supervisor	\$
Closeout Specialist I	\$
Closeout Specialist II	\$
Closeout Specialist III	\$
Damage Assessment Specialist I	\$
Damage Assessment Specialist II	\$
Damage Assessment Specialist III	\$

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBITS

EXHIBIT “A”	Contact Sheet
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

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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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 proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of

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a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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.

My Commission expires: _____

Notary Public

THIS FORM MUST BE INCLUDED WITH 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: _____

TELEPHONE

NUMBER(S): _____ SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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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 PROPOSAL

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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
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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

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REQUEST FOR PROPOSAL #17-03
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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
REQUEST FOR PROPOSAL #17-03
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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

Proposal Letter

September 25, 2017

Ms. Wanda Weaks, Purchasing Agent
City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

RE: RFP #17-03 | Emergency Public Assistance Services

Dear Ms. Weaks:

We are pleased to submit this proposal to support the City of Fernandina Beach with Public Assistance Services for damage sustained from natural disasters. We are currently working with the City on recovery efforts after Hurricane Irma, and consequently we offer the best support necessary on future disasters. We understand the general requirements contained in this RFP.

Witt O'Brien's is a global leader in risk management with unrivaled experience and knowledge of public safety, disaster mitigation, continuity of operations, and emergency response, recovery and management issues. Our company helps ensure that public, private, and non-governmental organizations are fully prepared to meet the challenges of crises and disasters of any type and magnitude.

Immediately upon notice of award, we will be ready to mobilize and help the City manage their disaster recovery efforts, with personnel that are among the best trained in the industry. Every disaster is different, as are the needs of every impacted jurisdiction. We will support your specific recovery efforts and needs to maximize potential reimbursements, support project claims processing, facilitate project reporting, streamline grants management and successfully support any appeals and audits.

We are proposing additional standard terms and advisements to be included in any contract negotiated. These additional terms and advisements are included in *Appendix A* of our proposal.

Our primary contact person regarding our proposal is Bill Riley, Managing Director; (508) 425-9080; briley@wittobriens.com. Our primary point of contact regarding contractual matters is Cheryl Detillieu Joiner, Director of Contracts and Compliance; (281) 606-4721; cdetillieu@wittobriens.com. You may also contact me at your convenience (404) 942-7750; gfonton@wittobriens.com.

We are confident our proposal clearly identifies Witt O'Brien's as the most qualified and effective candidate to work alongside the City's staff, and serve in an advisory role in this effort. We look forward to your favorable review of our proposal.

Respectfully yours,



Greg Fenton, Chief Operating Officer
Authorized to Sign on Behalf of, and Bind the Company
Witt O'Brien's, LLC

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Section 1-Qualifications | Experience | References

About Witt O'Brien's | Background

Witt O'Brien's builds resilience. As a global leader in crisis and emergency management, our innovative solutions help governments, communities, and businesses to Control the Outcome® of emergencies and crises. We make a difference by partnering with our clients to save lives, protect assets, and recover from disasters.

Witt O'Brien's was established in January 2013 through the combination of the nation's top preparedness, crisis management, and disaster response and recovery organizations: Witt Associates, founded in 2001 by former Federal Emergency Management Agency (FEMA) Director James Lee Witt, and O'Brien's Response Management, founded in 1983 by Jim O'Brien, a premier leader in oil spill response management and debris management. Now, Witt O'Brien's is a limited liability company, incorporated in the State of Delaware, with approximately 430 full-time, part-time, and on-call employees nationwide with offices in Washington, DC, and Houston, Texas, and a global office in Brazil. Witt O'Brien's is a 100% wholly owned subsidiary of SEACOR Holdings, a \$1billion+ publicly traded company on the New York Stock Exchange under the symbol CKH.

We have unparalleled experience and knowledge in technical assistance and FEMA funding regarding the application and interpretation of Federal law, regulations, and policies applicable to Public Assistance (PA), Individual Assistance (IA), and Hazard Mitigation Assistance (HMA) programs. We have qualified program specialists who offer a combination of skilled project management, disaster response, and recovery technical expertise in public safety, emergency management, and business continuity and we work with leaders from all levels of government and private sector partners in the US to forge solutions to emergency preparedness challenges.

Work with Local Government Entities in Florida

Witt O'Brien's has worked with local government entities in Florida including: the City of Fernandina Beach, Collier County, Escambia County, Volusia County, City of Orlando, Delray Beach, Coral Springs, Pompano Beach, School Board of Broward County, Cooper City, Town of Davie, City of Miami, Miami Lakes, Coral Gables, and Miami-Dade County.

Florida Office and Personnel

Witt O'Brien's has an office within the Headquarters of our parent company, SEACOR Holding, Inc., where they have been providing services for more than 25 years. We are located inside Port Everglades at 2200 Eller Drive, Ft. Lauderdale, FL, 33316.

Our local personnel include experts in FEMA Public Assistance and Hazard Mitigation Grant Programs, disaster debris monitoring and Federal procurement guidelines. Additional personnel located throughout the State of Florida, including the Tampa, Orlando and Tallahassee areas, provide support in these critical areas of recovery as well as subject matter expertise that can be called upon as required.

Financial Stability

Witt O'Brien's is a financially stable, 100% wholly owned subsidiary of SEACOR Holdings, a \$1billion+ publicly traded company on the New York Stock Exchange under the symbol CKH. SEACOR had more than \$450mm of cash as of September 30, 2016. SEACOR and its subsidiaries are global providers of risk

management, marine transportation equipment and logistics services. As a subsidiary of SEACOR, Witt O'Brien's has stability and resources, and continues to operate as a stand-alone entity with a focus on client service. You may visit <http://ir.stockpr.com/seacorholdings/financials> to review our financials at your convenience.

What Makes Witt O'Brien's Relevant

Witt O'Brien's can immediately meet the needs of the City with respect to its current or future disaster recovery needs. We have helped design, staff, and implement long-term recovery, planning and coordination efforts for multiple states, as well as many local jurisdictions and non-governmental entities who have been significantly impacted by disasters. We rely on our reputation and proven record for out-of-the-box thinking, the use of program flexibility and past precedent, and the development of collaborative solutions for our clients to resolve problems. Witt O'Brien's experts have worked with FEMA to develop and implement new policy and other programmatic exceptions that have been granted to meet specific and unique needs resulting from disasters.

Our leadership and staff have led response and recovery efforts for some of the most historic disasters and incidents during the past 30 years. We understand the magnitude of damage caused by such events. Since 2001, our Public Assistance experts have helped manage and implement nearly **\$25 billion in Public Assistance funding representing more than 80,000 FEMA Project Worksheets** and have **helped manage more than \$3.5 billion in Hazard Mitigation Assistance** Program funding. Additionally, we have **implemented and managed an additional \$12 billion in alternative disaster funding** program resources.

Nationwide, Witt O'Brien's has approximately 230 full-time employees. This number is bolstered by several hundred contractors, including both seasoned emergency responders and top subject matter experts in multiple emergency management fields.

Clients appreciate that we are small enough to be highly responsive to client needs, while also possessing the depth of resources, experience, and expertise necessary to produce the highest quality of work.

OUR PROPOSAL BEST DESCRIBES OUR SUCCESS STORIES

Since 2001, we have assisted in the management and implementation of more than \$25 billion in Public Assistance (PA) Program funding, representing more than 80,000 Project Worksheets (PWs). We have helped manage and implement more than \$3.1 billion in HMA funds for more than a thousand (1,000) mitigation projects. Our experts have helped clients justify, secure, and utilize more than \$12 billion in disaster supplemental funding – funding beyond PA and HMA – including monies from the Community Development Block Grant Program (CDBG).

Witt O'Brien's has...

- ✓ **Provided FEMA Public Assistance and Hazard Mitigation consulting since 2001**
- ✓ **Helped manage and implement more than \$25 billion in Public Assistance funding**
- ✓ **Prepared and assisted with implementation of more than 80,000 Project Worksheets**

Witt O'Brien's has **worked in all 10 FEMA Regions as well as with FEMA Headquarters** staff and management to successfully provide and implement disaster recovery services in more than half the States in the U.S. as well as hundreds of smaller governmental and private organizations.

Overall Company Experience

Witt O'Brien's has a proven track record of providing expert service to many clients, even when faced with the impacts of very large and catastrophic events. Our success in supporting multiple clients at once – as many as 13 concurrent client deployments – demonstrates our ability to seamlessly meet your goals and objectives.

Expertise in Federal Funding Programs, FEMA, FHWA, HUD and NRCS

Our project management model has allowed us to cultivate a core team of disaster management and debris specialists with a superior working knowledge of eligibility guidelines for the FEMA, FHWA, HUD and NRCS funding programs. Our team helps ensure the highest level of reimbursements and eligibility through inter-agency coordination.

Experience with FEMA Public Assistance

We are fully prepared to offer expert FEMA Public Assistance support services for grant program claims in all categories of emergency and permanent work. We can provide experienced FEMA program consultants to assist with the management and administration of all disaster mitigation, planning, response and recovery needs. We work with you from the beginning of the response and recovery process to accurately capture and scope all eligible costs and work through final inspection, closeout and financial audit.

Our effective experience supporting large-scale recovery, allows us to adjust to changing client requirements such as the requirements listed in this procurement. **Our disaster recovery project list below, represents our company's involvement with the most notable disasters since 2001:**

- 2017 – Hurricane Irma in Florida and Georgia
- 2017 – Hurricane Harvey in Texas
- 2016 – Hurricane Matthew in Florida, South Carolina and Georgia
- 2016 – Severe Storms and Flooding that impacted Louisiana and Hurricane Hermine in Florida
- 2015 – Severe Storms and Flooding that impacted central Texas and South Carolina
- 2014 – Severe Winter Storms that impacted Georgia, North Carolina, and other communities
- 2014 – Severe Storms and Flooding in Florida
- 2012 – Hurricane Sandy in New Jersey, New York and Connecticut
- 2012 – Hurricane Isaac in Louisiana
- 2011 – Souris Basin Flooding in North Dakota
- 2011 – Tropical Storm Irene in Vermont
- 2011 – Midwest Tornado Outbreak that impacted Joplin, Missouri and other communities
- 2010 – Earthquake in Haiti
- 2008 – Floods and tornados in Indiana
- 2008 – Tropical Storm Fay in Florida
- 2008 – Hurricane Ike in Texas and Louisiana
- 2008 – Hurricane Gustav in Louisiana
- 2008 – Severe storms and flooding in Indiana

- 2008 – Great Midwest Floods in Iowa
- 2006 – Tropical Storm Ernesto and the severe storm disasters impacting Virginia
- 2005 – Hurricanes Katrina and Rita in Louisiana
- 2005 – Hurricanes in Florida
- 2004 – Indonesian Tsunami disaster
- 2004 – Hurricanes in Florida and the Cayman Islands
- 2003 – Hurricane Isabel in the Carolinas
- 2003 – Super Typhoon Pongsona in Guam
- 2001 – Tropical Storm Allison in Texas

For all the US recovery efforts listed above, we have been or are responsible for providing services that are virtually identical to those outlined in the City RFP associated with the level of technical expertise required for the delivery of programmatic disaster management services.

This extensive record of providing Public Assistance program leadership and support, and applying the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and Related Authorities (44CFR, 2CFR, FEMA FP 104-009-2 PA Program and Policy Guide, and Sandy Recovery and Improvement Act), has also resulted in Witt O'Brien's having an unmatched record of experience in years, dollars in Public Assistance funding, and number of Project Worksheets that we have been involved with.

Since 2001, during this work, we have documented and developed project worksheets, assisted in the compilation and filing of insurance claims, prepared audit review documentation, conducted eligible cost reconciliation, prepared audit checklists, evaluated and prepared appeal responses, and conducted extensive audit and closeout work. We are experts in force account labor and equipment reimbursements, supplies, donated services, mutual aid and contracted services, and likely have performed more of this work at the state and local levels than any other company who performs similar work.

Witt O'Brien's experience and expertise extends well beyond the project development and grants management activities. We are also a leader in providing project closeout services. We have provided document and closeout services managing more than \$25 billion in grants awarded through the FEMA Public Assistance and Hazard Mitigation Assistance Programs. We also have supported similar efforts for many other federal programs, including the US Department of Housing and Urban Development's Community Development Block Grant Program (CDBG), and programs from the Federal Highway Administration (FHWA), Natural Resources Conservation Service (NRCS) and US Department of Commerce Economic Development Administration (EDA).

Similar Project Experience

Through Witt O'Brien's disaster recovery and grant management activities over the past 17 years, we have produced measurable results and demonstrated tangible benefits by helping Recipients and Sub-recipients receive maximum funding for both emergency protective measures and the repair and replacement of eligible facilities. We have provided these services to various types of clients including state, county, and city governments, health systems, educational institutions and private-non-profit organizations.

Presented here are projects like the requirements of the City of Fernandina Beach:

School Board of Broward County, Florida

The School Board of Broward County, Florida (SBBC) contracted with Witt O'Brien's in 2008 to prepare a comprehensive, district-wide Disaster Debris Management Plan and to provide **technical assistance**, program implementation and strategic advice for its FEMA Public Assistance grants. SBBC is the nation's largest fully-accredited public school district and is the **sixth largest public school district** in the nation. The District encompasses approximately 283 schools, including district-operated schools and charter schools as well as dozens of ancillary administrative and operations facilities.



Our staff assisted SBBC in preparing initial projects and versions, as well as gathering, reviewing, and compiling the relevant documentation for final inspection and closeout and financial reconciliation and reimbursement for all Project Worksheets generated for the 2004 through 2008 disasters. The declared disasters include Hurricanes Frances, Jeanne, Katrina and Wilma, and Tropical Storms Rita and Fay. The funds for these projects amount to the management of over **\$50 million in Public Assistance grants** representing approximately 540 projects made up of FEMA Category A, B, E and G projects. Witt O'Brien's responsibilities included:

- Coordinating with FEMA, state, and SBBC staff on interim site inspections, improved project requests, time extension requests, and preparation of project versions where required;
- Working with all departments and other agencies to obtain all costs and necessary backup documentation to develop, revise, and/or submit project worksheets and closeouts to FEMA and the State of Florida Division of Emergency Management (DEM) personnel;
- Working with FEMA and the State of Florida DEM personnel to provide additional information needed to process project worksheets, requests for reimbursement, or resolve any issues and/or questions related to project worksheets;
- Representing the SBBC at meetings with FEMA, state, and/or at internal department meetings;
- Writing, compiling, and submitting appeals;
- Providing comprehensive executive briefing regularly;
- Providing all-inclusive grants management assistance;
- Preparing a FEMA-approved districtwide comprehensive disaster debris management plan;
- Completing the final inspection and closeout of 177 large FEMA Project Worksheets; reconciling documentation, conducting validation, preparing the summary of documentation and the Joint Closeout Toolkit documents for review and approval, and tracking the closeout versions through obligation
- Reconciling the SBBC insurance claims for Hurricane Wilma resulting in the submittal of new claims processed and paid by the carriers seven years after the disaster occurrence; and
- Supporting the SBBC in an official Department of Homeland Security Office of Inspector General (DHS OIG) audit of 2005 disaster funding in the amount of almost \$15 million in grant funds.

Our efforts resulted in the District's recovery of more than \$3.2 million in additional funds recovered from the insurance carriers and the recovery of more than \$9.4 million in funds from FEMA grants to date, with an approximately \$8 million pending final obligation and reimbursement as well as appeal determinations.

Currently, we are assisting the District with the preparation of a comprehensive, all-hazards emergency operations plan to be completed and exercised in 2016. Additionally, we continue to assist the District with emergency preparedness efforts involving training initiatives, system process improvements, and in garnering departmental and executive leadership participation in future disaster events.

Toms River Township, New Jersey

Toms River Township, specifically the Ortley Beach, Barrier Island, was ground zero for Hurricane Sandy's landfall in New Jersey. Given the lack of staffing available to the township, as well as not having in-depth experience with the recovery process, we feel that the amount of funding gained would have been significantly less had the township not hired Witt O'Brien's.

The added value comes from multiple sources: new PWs, appeals, scope realignments, and close outs. PWs were written through multiple requests for new PWs once FEMA completed the Category A and B projects – FEMA had moved on and did not return until numerous letters were uploaded into NJEMGrants, requesting new PWs. Added value also came in the form of appeals written by Witt O'Brien's and granted by FEMA for Category B, emergency protection. New PWs were written, identifying additional scope alignments. Lastly, funds were gained through four projects in the close out process.

All of this is in addition to our assistance in preparing the 10% non-federal cost share CDBG-DR money, totaling over two million dollars. Witt O'Brien's total added value, to date, is \$20,319,296.68.

State of Louisiana

In the aftermath of **Hurricane Katrina**, the Governor's Office in the State of Louisiana retained Witt O'Brien's to provide **strategic advice** to the state on overall response and recovery efforts. Within 48 hours of the storm's landfall, before a contract had been formally signed, our team deployed to Baton Rouge, LA. We established a functional joint operations center within 24 hours and provided essential state and local personnel with the tools needed to communicate effectively statewide.



Witt O'Brien's provided **technical assistance** as a part of contributing to **long-term recovery** efforts. Initially, we reformed the State's emergency management structure, bringing it in line with FEMA's Emergency Support Functions. Our staff played key roles in the design and implementation of the Louisiana Recovery Authority (LRA), the organization responsible for coordinating overall recovery efforts, establishing rebuilding priorities, receiving and distributing appropriated relief funds, and providing a single voice for the state on recovery issues. We also served as the senior emergency management advisor for the LRA Board of Directors and as liaisons between the state and the parishes and parish presidents affected by Hurricane Katrina.

To bring about a more planned and coordinated recovery in southern Louisiana, we organized and led the state's long-term community recovery planning effort in 26 parishes (over one-third of the state), and developed and implemented regional and statewide planning activities designed to address issues that cross jurisdictional boundaries.

Witt O'Brien's has continued to assist the State with ongoing efforts related technical assistance and strategic advice regarding federal grant program processes including hazard mitigation, project closeout, appeal assistance, reimbursement processing, debris operations and programmatic issues and deadlines.

Joplin School District, Missouri

On May 22, 2011, an **EF-5 tornado** struck the heart of Joplin, Missouri. This tornado dealt extensive damage to the City of Joplin, destroying approximately 7,700 homes, as well as schools and businesses. A large part of the damage was to the Joplin School District. **Five schools in the district were destroyed**, displacing 4,200 of the District's 7,700 student body population. Cost estimations of damages to the facilities **exceeded \$150 million**.



With just 88 days till the new school year started, the Joplin School District contracted with Witt O'Brien's to begin the recovery process. Witt O'Brien's **established priorities** with the District to **identify damages** for cost recovery in coordination with the District's insurance carrier. First among those priorities was to evaluate the **immediate needs** of the District and establish a process to identify **temporary facilities** and realign the District's existing facilities to meet space and functional needs for the start of the new school year on August 17, 2011. Temporary facilities were identified and coordinated with FEMA and the US Army Corps of Engineers (USACE) or were achieved through modular support and some of the building modifications were full-blown construction projects converting building shells into schools with classrooms, laboratories, cafeterias, and gymnasiums. Within 78 days, school programs were operational again after acceptable temporary accommodations were completed and secured.

Witt O'Brien's counseled the Joplin School District on critical aspects of the PA program by highlighting nuances of federal regulations to maximize the District's disaster recovery awards. Witt O'Brien's worked side-by-side with FEMA representatives, conducting site inspections, quantifying cost details, and championing opportunities for the District under the Section 404 and 406 programs. Acting as the school's representative, Witt O'Brien's negotiated with FEMA to resolve eligibility issues and gain FEMA's support to increase PA Program funding. To date, Witt O'Brien's has assisted in the development of 77 FEMA Project Worksheet packages with a value of nearly \$150 million, and Witt O'Brien's efforts have resulted in increased FEMA PA funding to Joplin School District of more than \$9.6 million.

We have continued to assist the District with submitting project closeouts to FEMA Region VII on seven large Category E Improved Projects for a total obligated value of \$22,350,000. To date FEMA has approved two closeout packages for additional cost overruns in the amount of \$119,352.00 with the balance currently under review.

Ottawa, Illinois School District

After **major flooding** impacted one of the elementary schools in the Ottawa, Illinois School District, FEMA offered \$1.2 million in Public Assistance funding to repair the existing facility. Approximately eight weeks after the District engaged the services of Witt O'Brien's, we convinced FEMA that their methodology for assessing damages at the school was flawed, and the School District should be eligible to receive funding for a new school located outside of the floodplain.

Witt O'Brien's performed a detailed analysis of the damage, developed arguments and data to support the position of the District and as a direct result, the grant award was **increased to nearly \$17 million, 14 times what was originally proposed**.

City of Galveston, Texas

On September 13, 2008, **Hurricane Ike** washed over the City of Galveston with a fury that surprised many of the 20,000 people who decided to stay despite the evacuation orders issued throughout the region. Damages were estimated in the **tens of billions** of dollars. In January of 2009, Witt O'Brien's was contracted to provide support with a broad spectrum of emergency management and recovery needs, including FEMA's Public Assistance program, Hazard Mitigation Grant Program, and the debris oversight process, which included ensuring that debris operations were handled efficiently and in conformance with program requirements so that problems could be avoided and debris-related reimbursement from FEMA could be maximized.

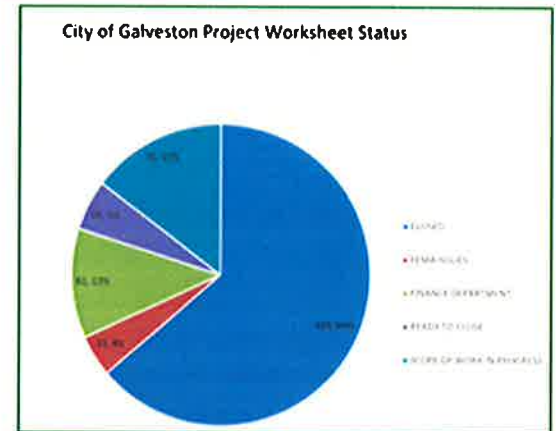
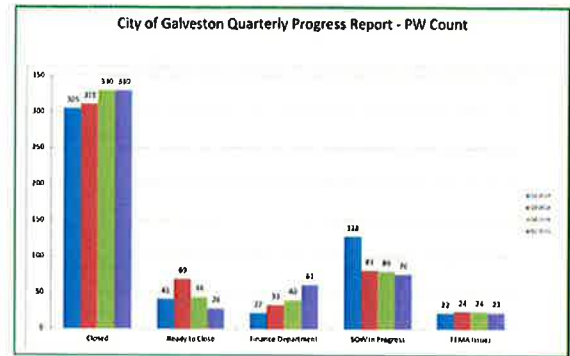
Some of the critical ways in which we assisted the City of Galveston include:

- Provided general grant management advice and assistance in development of a disaster recovery team, and development of a comprehensive recovery strategy
- Provided eligibility guidance, working with the City of Galveston to develop justifications for presentation to FEMA and the state, working with the City to resolve disputes
- Assisted in the preparation of Project Worksheets
- Inspection of damaged sites
- Assisted affected applicants with completing debris removal documents
- Advocating for maximum benefits for the City with both the state and FEMA
- Assisted with requests for time extensions to FEMA
- Advised the City on requests for Improved or Alternate projects
- Advised the City on processing appeals within federally mandated deadlines
- Suggested and identified hazard mitigation projects for damaged facilities, working with City departments to develop HMGP project applications for consideration by the state and FEMA

Shortly after the Galveston efforts began, the City was already crediting Witt O'Brien's with securing substantial amounts of additional funding for them, and advancing complex and politically sensitive recovery projects that had languished since the hurricane devastated Galveston Island. Specifically, we changed the cleaning of the City's Storm Drainage System category from the permanent category "C" to the debris removal category "A," and increase the City's reimbursement of debris removal expenses by millions of dollars.

University of Texas Medical Branch at Galveston, Texas

Following **Hurricane Ike** in October 2008, the University of Texas System contracted Witt O'Brien's to assist UTMB in developing, documenting, managing, and submitting grant applications for funds available in FEMA's disaster programs. We provided **strategic advice and technical assistance** to UTMB in the



form of planning, recovery management, and oversight. We also provided strategic advice and assistance for pre-event preparedness and pre-declaration activities regarding the declaration process and providing information regarding the financial implications of strategic and programmatic operational decisions, with total **damages estimated at nearly \$1 billion.**

The primary focus of our work was to provide counsel to UTMB on critical aspects of the Public Assistance program by highlighting nuances of federal regulations to **maximize UTMB's disaster recovery** awards. We worked with UTMB staff and department managers and to identify damages, conduct site inspections, develop documentation and verification of damages; compile project worksheet packages; manage public assistance applications; quantify cost details; and champion opportunities for UTMB under the 406 hazard mitigation provisions of public assistance. Acting as UTMB's representative, we negotiated with FEMA to resolve eligibility issues and gain FEMA's support to increase public assistance awards, including scope alignment to projects that had been missed in FEMA's initial assessments and successful appeals of FEMA's decisions. Witt O'Brien's was integral in negotiating the funding of a new \$100 million elevated clinical service wing as a way of mitigating critical functions of the hospital complex.



Witt O'Brien's efforts have resulted in more than **\$800 million** in FEMA funded projects to UTMB thus far, \$400 million of which was originally denied by FEMA. UTMB has been better able to oversee work effort and documentation to maximize reimbursements, support project claims processing, facilitate project reporting, and effectively support appeals and audits.

In addition, Witt O'Brien's helped UTMB secure more than **\$50 million in Hazard Mitigation Grant** Program funding, and facilitated the development of UTMB's first FEMA-approved hazard mitigation plan.

Finally, Witt O'Brien's has provided financial assistance to UTMB in the form of insurance coordination and claim reconciliation, and the capture, documentation and management of direct administrative costs so as to maximize reimbursement. Witt O'Brien's has also provided close-out support through financial reconciliation of project documentation.

Additional Florida Clients/Projects

2017

- City of Coral Springs, Broward County – Hurricane Irma
- Town of Davie, Broward County – Hurricane Irma
- City of Orlando, Orange County – Hurricane Irma
- City of Fernandina Beach, Nassau County – Hurricane Irma
- City of Gainesville, Alachua County – Hurricane Irma
- Village of Golf, Palm Beach County – Hurricane Irma
- Village of Key Biscayne, Miami-Dade County – Hurricane Irma
- Village of Miami Shores, Miami-Dade County – Hurricane Irma
- City of Milton, Santa Rosa County – Hurricane Irma
- Nassau County – Hurricane Irma
- City of Oakland Park, Broward County – Hurricane Irma

- City of Orlando, Orange County – Hurricane Irma
- City of Pompano Beach, Broward County – Hurricane Irma
- Town of Ponce Inlet, Volusia County – Hurricane Irma
- School Board of Broward County – Hurricane Irma
- City of Sunny Isles Beach, Miami-Dade County – Hurricane Irma
- Town of Surfside, Miami-Dade County – Hurricane Irma
- University of Florida, Alachua County – Hurricane Irma

2016

- Davie, Florida – Hurricane Matthew FEMA DR-4283
- Fernandina Beach, Florida – Hurricane Matthew FEMA DR-4283
- Orlando, Florida – Hurricane Matthew FEMA DR-4283
- Pompano Beach, Florida – Hurricane Matthew FEMA DR-4283
- Ponce Inlet, Florida – Hurricane Matthew FEMA DR-4283

2012

- Pompano Beach, Florida - Hurricane Katrina FEMA DR-1602, Hurricane Wilma FEMA DR-1609

2011

- Coral Springs, Florida - Hurricane Katrina FEMA DR-1602, Hurricane Wilma FEMA DR-1609
- Cooper City, Florida - Hurricane Wilma FEMA DR-1609

2008

- Miami, Florida - Hurricane Frances FEMA DR-1545, Hurricane Jeanne FEMA DR-1561, Hurricane Katrina FEMA DR-1602, Hurricane Wilma FEMA DR-1609
- Miami-Dade County, Florida - Hurricane Katrina FEMA DR-1602, Hurricane Wilma FEMA DR-1609

2005

- Florida Department of Transportation - Hurricane Charley – FEMA DR-1539, Hurricane Frances FEMA DR-1545, Hurricane Ivan FEMA DR-1551, Hurricane Jeanne FEMA DR-1561, Hurricane Dennis FEMA DR-1595, Hurricane Katrina FEMA DR-1602, Tropical Storm Rita FEMA EM-3259, Hurricane Wilma FEMA DR-1609, Tropical Storm Fay FEMA DR-1785, Hurricane Gustav FEMA DR-1806, Severe storms, tornadoes, straight-line winds and flooding FEMA DR-4177
- Florida Division of Emergency Management - Hurricane Charley FEMA DR-1539, Hurricane Frances FEMA DR-1545, Hurricane Jeanne FEMA DR-1561, Hurricane Dennis FEMA DR-1595, Hurricane Katrina FEMA DR-1602, Tropical Storm Rita FEMA EM-3259, Hurricane Wilma FEMA DR-1609, Tropical Storm Fay FEMA DR-1785

2004

- Orlando, Florida - Hurricane Charley FEMA DR-1539, Hurricane Frances FEMA DR-1545, Hurricane Jeanne FEMA DR-1561

Our Experience Specific to Marina Work

Among the PWs we have assisted in developing, reviewing and documenting are a myriad of projects involving marinas, boardwalks, piers and other coastal and waterfront facilities.

Fernandina Beach Marina and Harbor

Location: 3 Front Street

Description: Provided staff to help the City of Fernandina Beach with its recovery from Hurricane Mathew, including damages to the Fernandina Beach Marina and Harbor facilities.

Damages: \$8 million



New Orleans Municipal Yacht Harbor Repairs

Location: 401 N. Roadway Street

Description: Includes Piers, Bulkheads, and Pilings. Repair of entire harbor facility to restore functionality to all rental boat slips that are currently damaged.

Damages: \$23.5 million

New Orleans Municipal Yacht Harbor Administration Building Repairs

Location: 401 N. Roadway Street

Description: MYH and NOYC shared offices and multi-use meeting space located in Bucktown/Lakeview. Building required complete renovation to first floor interior and some minor exterior repair work.

Damages: \$1.5 million

New Orleans Municipal Yacht Harbor Boat House Repairs

Location: 401 N. Roadway Street

Description: New Orleans Fire Department Boat House and MYH Boat Slip. Repair of both structures and renovation of interior living quarters of New Orleans Fire Department boat house.

Damages: \$286,000

Plaquemines Parish, LA

Location: Waterways

Description: Debris removal PW documentation and technical support.

Damages: \$19 million

University of Texas Medical Branch – Shore Power Building

Location: 716 Harborside Drive, Galveston

Description: The Shore Power Building provides power to the dock pedestals along the port bulkhead via electrical transformers; disconnect switches, and breakers. Architectural and electrical items throughout the ground floor level were either totally or partially submerged in the salt flood water. Additionally, the pedestals along the shore wall were damaged by heavy winds and the seawater storm surge.

Damages: \$260,000

Town of Fairfield, CT

Location: Various shorefront locations

Description: Witt O'Brien's assisted in the documentation of damages, the development of PWs, and to provide technical assistance related to the FEMA Public Assistance Program. We assisted the town in

successfully gaining a destroyed eligibility finding for a beachfront facility known as Penfield Pavilion, and we assisted the town in the development and documentation of PWs for:

- Marine debris and channel dredging
- Engineered beach restoration
- Bulkhead repair and mitigation
- Tide gate repairs
- Beachfront restroom facilities

Damages: \$5 million

Long Beach, NY – Boardwalk PW Documentation, Development and Appeal

Location: Long Beach Beachfront

Description: Successful 1st Appeal determination from FEMA Region II regarding the City of Long Beach boardwalk. In its appeal decision FEMA allowed an additional \$9 million for:

- Increased cost of the substitute decking material
- Hazard Mitigation
- Reversal of insurance reduction

Damages: \$33.75 million

Belmar Marina, NJ

Location: Belmar Marina, including North Comfort Station building, Main Building, South Comfort Station building, Docks, 9th Avenue Pier, 12th Avenue Pier

Description: Heavy rains, high winds and storm surge caused by post-tropical cyclone Sandy damaged the, gangways, dock electrical safety switch panels, power heads, electrical cables and wires, sewage pump, and water piping facilities retail and commercial fuel systems, electrical Switchgear and JCP&L Meter Panels, and other site facilities including site lights and surveillance equipment,

Damages: \$2.2 million

Pleasantville, NJ Marina

Location: Bayview Avenue and Lakes Bay

Description: Due to a severe high water level, all six (6) floating docks floated off of their pilings resulting in damages to floating docks, finger piers, domestic water lines, utility stations, aluminum gang ways, and electrical meters, wiring, breakers, and service, fencing and parking lot.

Damages: \$646,876

Seaside Park, NJ – Boardwalk

Location: 501 SW Central Ave, Seaside Park, NJ

Description: Surge and water in addition to the wave/surge action driven by strong south winds damaged piles, joists, decking, vehicle access ramp, handicap accessible ramp, ramp from street to boardwalk, boardwalk railing, bulkhead, removable bollards, fountain/foot wash, concrete curbs, and concrete slab.

Damages: \$646,876

Borough of Lavallette, NJ

Location: Trenton Avenue and Newark Avenue

Description: Location 1 - Pounding wave action and high winds damaged the 96 ft-8in long x 6ft tall (exposed above ground level) wooden bulkhead at the east end of Trenton Avenue.

Location 2 - Pounding wave action and high winds damaged the 68ft long x 6ft tall (exposed above ground level) wooden bulkhead at the east end of Newark Avenue.

Damages: \$101,000.

Borough of Lavallette, NJ

Location: 1306 Grand Central Avenue, Lavallette, NJ

Description: Storm surge caused damages on Lavallette Boardwalk with adjacent ramps, pavilions, railing and beach signs.

Damages: \$2.5 million

Closeout of Marinas and Other Waterfront Facilities

Witt O'Brien's has unparalleled experience in preparing, documenting and reviewing PWs for marinas, piers, wharves, docks and other waterfront facilities. Our experience is unmatched in following the progress of the projects through final closeout review. For instance, in the State of New Jersey, we assisted the state in the closeout of projects related to Hurricane Sandy and 15 prior disasters. Our New Jersey closeout work has included these types of projects:

- 29 Marinas and piers
- 55 Boardwalks and Bulkheads
- 5 Boating facilities
- 11 Docks
- 2 Jetties
- 9 Lifeguard stations
- 12 Waterfront pavilions
- 3 Restaurant and concession facilities
- 5 Restrooms
- 1 Seawall
- 17 Walkways
- 47 Other beachfront facilities



Our Firm's Capacity - Working Simultaneously with Multiple Clients

Witt O'Brien's has a demonstrated capacity of providing quality service to multiple clients, under any circumstances, including multiple, concurrent, and large disaster events. We have successfully provided quality service to multiple clients *simultaneously*, even when faced with the impacts of large and catastrophic events.

Dating back to 2008, Witt O'Brien's maintained approximately 100 personnel in Louisiana to support the recovery efforts for four (4) of the State's largest disasters — Hurricanes Katrina, Rita, Gustav, and Ike — while concurrently providing robust teams for the following significant events:

1. State of Iowa for the 2008 floods (estimated \$1.2 billion in PA and HMA funding);
2. State of Indiana, also for the 2008 floods (estimated \$250 million in PA and HMA funding);
3. State of Florida (estimated \$4 billion in PA and HMA funding);
4. City of Houston (estimated \$200 million in PA and HMA funding);
5. City of Galveston (estimated \$300 million in PA and HMA funding);
6. The University of Texas System (estimated \$800 million in PA and HMA funding); and
7. Texas A&M System (estimated \$10 million in PA funding).

In 2011 and 2012, similar scenarios occurred: Catastrophic flooding occurred in North Dakota; Tropical Storm Irene struck Vermont; Hurricane Isaac struck Louisiana; and Hurricane Sandy struck New York, Connecticut, and New Jersey. Witt O'Brien's provided staffing and technical support for these six (6) new events while simultaneously maintaining our then current staffing levels across seven (7) previously existing projects.

And now ... in 2017, Witt O'Brien's is concurrently responding to, managing and providing recovery resources for Hurricane Irma in Florida and Georgia, and Hurricane Harvey in Texas.



Client References

Witt O'Brien's is pleased to present the following references:

School Board of Broward County, Florida - Recovery Services

Date of Performance - 2008 to Present

Client Contact - Jerry Graziose, Director of Safety, Chief Fire Official (Ret.)

City of North Lauderdale-Commissioner

701 SW 71 Ave, North Lauderdale, FL 33068

954-881-3669; jgraziose@nlauderdale.org

University of Texas Medical Branch Galveston - Hurricane Ike

Date of Performance - 2008 to Present

Client Contact - Steve LeBlanc, Assistant Vice President

Business Operations and Facilities - Risk Management

UTMB; Administration Building, Room 6.206

301 University Blvd, Galveston, TX 77555

409-772-3568; sjleblan@utmb.edu

City of Galveston - Hurricane Ike

Date of Performance - 2008 to Present

Client Contact - Tesa Wroblewski, FEMA Public Assistance Coordinator

City of Galveston

P.O. Box 779; 823 Rosenberg Galveston, TX 77553

409-797-3500; twroblewski@cityofgalveston.org

Joplin School District - Tornado

Date of Performance - 2011 to Present

Client Contact - Paul Barr, CPA, Chief Financial Officer

Joplin School District

P.O. Box 128, Joplin, MO 64802

417-625-5200, x2009; pbarr@joplin.k12.mo.us

State of Louisiana - Hurricanes Katrina, Rita, Gustav, Ike and Others

Date of Performance - September 2005 to August 2016

Client Contact - Mark Riley, Former Recovery Division, Deputy Director

Governor's Office of Homeland Security and Emergency Preparedness

State of Louisiana Division of Administration

Office of Community Development, Chief of Staff, Recovery Unit

225-219-9600; mark.riley@la.gov

Section 2-Pricing | Staffing

Cost of Services Offered | Attachment A

Witt O'Brien's is pleased to offer qualified personnel to staff the positions listed in the City's RFP and as presented on Attachment A on the following page.

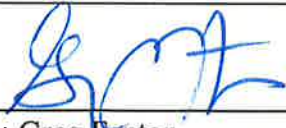
Notes on Cost Proposal – All Rate Schedules:

- i. The hourly rates include all applicable overhead and profit.
- ii. All non-labor related project costs will be billed to the City at cost without mark-up. This includes travel expenses such as airfare, hotel, per diem, rental car and/or mileage, which will be billed in accordance with the current GSA schedule.
- iii. All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES
ATTACHMENT "A"
COST OF SERVICES OFFERED

Proposer shall attach a job description to each position. Proposer is encouraged to include hourly rates for services, including rates by position that may help to meet FEMA guidelines.

POSITION	HOURLY RATE \$
Principal	\$260.00
Public Assistance Officer I	\$140.00
Public Assistance Officer II	\$130.00
Public Assistance Officer III	\$115.00
Appeals Specialists	\$155.00
Mitigation Specialist I	\$140.00
Mitigation Specialist II	\$130.00
Mitigation Specialist III	\$115.00
Insurance Specialist I	\$150.00
Insurance Specialist II	\$140.00
Insurance Specialist III	\$130.00
State Public Assistance Coordinator I	\$155.00
State Public Assistance Coordinator II	\$135.00
State Public Assistance Coordinator III	\$120.00
Accountant Level II Journal Entry	\$75.00
Senior Grant Administrator	\$150.00
Grant Administrator	\$120.00
Senior Engineer/Senior Programmer	\$165.00
Engineer/Programmer	\$140.00
Accountant Supervisor	\$114.00
Closeout Specialist I	\$135.00
Closeout Specialist II	\$130.00
Closeout Specialist III	\$114.00
Damage Assessment Specialist I	\$135.00
Damage Assessment Specialist II	\$130.00
Damage Assessment Specialist III	\$115.00


NAME: Greg Fenton

DATE: September 25, 2017
TITLE Chief Operating Officer

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Anticipated Witt O'Brien's Staff Hours

We are suggesting that we **begin with an initial Phase 1**, where the project hours include the following personnel from the rate schedule included in *Attachment A - Pricing* (above):

Phase 1

Public Assistance Specialist II – This person would be the initial primary contact with the City that would come in to assess the needs, inspect the sites with the City and start looking at initial documentation. During this time, an evaluation can be made as to any subject matter experts that may be required to work with the City on permanent facility damage and restoration such as the Marina area. They will also be able to assess the workload to determine if they can complete the work in one single period, in several periods of time or if more than one person will be required to complete the workload.

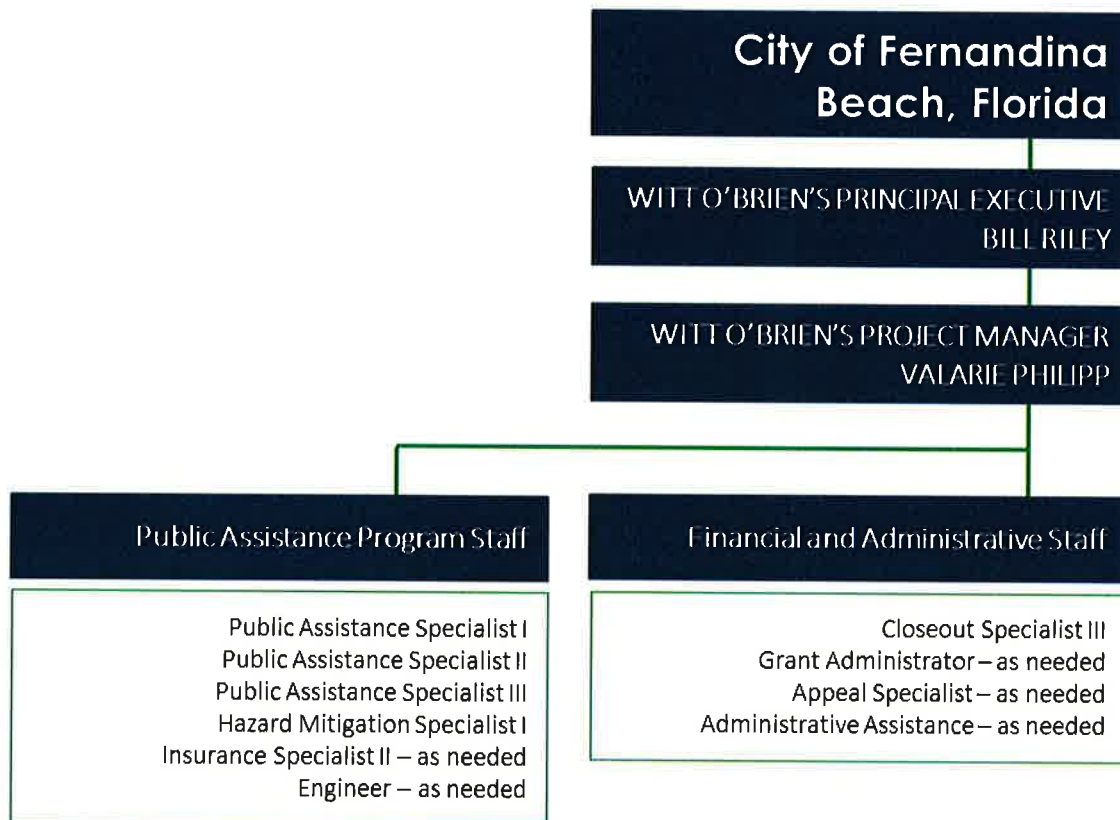
- An initial estimation of hours for Phase 1 would be 40 hours @ \$130.00/hour for a total of \$5,200 plus travel expenses.
- Notes: Travel expenses to be billed to the City at cost with no markup based on prevailing GSA rates or City required travel policy and will all supporting documentation required for FEMA reimbursement. This estimated time does not include the involvement of subject matter experts or hazard mitigation specialists that may be required to complete the entirety of the grants process should the City require these specialized services.
- Transitioning from Phase 1, we propose staffing with one Public Assistance Specialist II at \$130/hour and one Public Assistance Specialist III at \$115/hour if more than one person is required. If only one person is required on a full-time basis we propose one Public Assistance Specialist I at \$140/hour with part time project supervision of a Public Assistance Specialist II as required.

City Staff Time and Involvement

Witt O'Brien's can support City staff with and/or independently complete many of the steps in the FEMA Public Assistance grant process. We would need City staff to provide us with supporting documents generated from the City's internal financial, accounting and payroll systems and copies of documents provided by outside vendors for preparation of project scope and costs and as support to questions from FEMA should they arise. Examples of these documents could include timesheets, proof of payroll, purchase orders, canceled checks, invoices, engineering evaluations, proposals, etc. If hazard mitigation measures are undertaken, we would need to work with the City staff on the development of the HMGP project applications for consideration by the State and FEMA.

Project Organizational Structure

Witt O'Brien's recognizes that every disaster theoretically may require a varied level of staffing, expertise, and talent. Consequently, factors such as the type, severity and duration of an event may influence the actual staffing pattern required to best serve the City of Fernandina Beach.



Proposed Key Staff

We are presenting key full time employees who can serve the City in their respective positions and are our experts in the FEMA Public Assistance and Hazard Mitigation Assistance Program:

1. Bill Riley, Project Principal
2. Valarie Philipp, Project Manager; Public Assistance Specialist I
3. Ralph Lawrence, Public Assistance Specialist II
4. Shaletha Smith, Public Assistance Specialist III
5. Kelly George, Hazard Mitigation Specialist I
6. Ryan Kappes Insurance Specialist II
7. Daniel Kennedy, Closeout Specialist III
8. William Patrigo, Appeals Specialist

Comprehensive resumes for our key proposed project personnel are presented in Appendix A.

Staffing Strategies and Corporate Resources

Witt O'Brien's has an impressive collection of corporate resources, auxiliary staff, and office locations described below that are available to the City to support current and future needs.

Witt O'Brien's is prepared to staff the City's project at a level commiserate with the magnitude of the disaster and the amount of recovery to be completed and presented for grant funding if funding becomes available. The amount of staffing provided will also be dependent upon the availability and participation of personnel from various the City departments responsible for both the direct response and recovery activities and the oversight of those activities. Our typical grants management structure lends to a Project Manager providing general oversight and high level communication and issue resolution to the City with placement of a Public Assistance Coordinator level team member directly reporting on a daily or as needed basis to the City's main representative for the grants recovery. Additional Project Officer or Subject Matter Expert level team members will be added as necessary to supplement and provide detailed oversight of assessing damages, preparing scopes of work and cost estimates and collection of appropriate supporting documentation.

24/7/365 Command Center in Houston, Texas

Witt O'Brien's 24/7/365 Command Center provides us with around the clock coverage and an easy and reliable method to contact all company representatives to serve the City's needs for future disasters or needs under this contract.

Our Command Center is operated by trained responders and is the first call for much of our clients. Witt O'Brien's Incident Commanders and response professionals have years of experience managing and providing technical support to our clients for some of the largest natural disasters and environmental emergencies, including the Deepwater Horizon oil spill and Hurricanes Harvey, Katrina, Rita, Ike, and Gustav.

Our Command Center responds to more than 1,000 incidents per year and is supported by mobile command posts that can be quickly transported where needed to ensure we are poised to always respond.



Auxiliary Staff

Witt O'Brien's uses a web-based Recruitment and Consultant Management System (CMS) to manage and augment staffing. CMS tracks our personnel's skills, education, training and experiences, as well as their employment history with Witt O'Brien's and others.

Each prospective staff member enters resume-based details about their accumulated relevant experience, past employment, skill sets, education, training, and certifications into this searchable database. Witt O'Brien's screens and interviews each applicant before they are accepted into the CMS.

Project Managers add relevant information about specific projects, in which the personnel participated; unique experiences they may have gained while on assignment, overall job performance, and other factors considered significant in determining whether someone is the right fit for a City deployment. CMS is

regularly updated to reflect newly acquired skills and experience, and is the basis for management reports on current levels of staff available and deployed.

CMS ensures a rapid response time for staffing projects by allowing Project Managers to efficiently identify, communicate with, and deploy the most highly skilled and appropriate staff to support diverse needs during any type of recovery engagement, in which the City may need support.

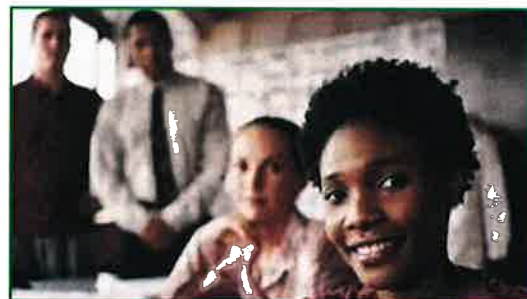
Local Hiring and Diversity Program

Witt O'Brien's is an equal opportunity employer. Because we understand that disasters impose economic hardships on communities, Witt O'Brien's is committed to hiring as many local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally. We are also dedicated to diversity and opportunity for minorities – within our company, as well as on temporary projects.

Minority/Woman/Disadvantage Business Enterprise (MBE/WBE/DBE) Participation

Witt O'Brien's will make every effort to identify local, minority and/or small business suppliers of goods and services from around the area, and will endeavor to team with qualified firms to provide these goods and services as necessary:

- Lodging for our Project Management team
- Office supplies and equipment
- Temporary labor for Field and Site Monitors
- Environmental Services (for debris site soil samplings, evaluations, and permitting)
- Historical Preservation Services
- Architectural Services
- Engineering Services (for structural assessments)
- Accounting Services
- Administrative/office assistance
- Stakeholder Engagement and Public Outreach



Veteran Hiring Initiative

Many of our emergency preparedness and disaster response leaders are former service members who have served the nation in challenging military and humanitarian relief missions. Their considerable training and response experience brings significant advantage to our clients: A constant state of readiness with qualified, experienced and dependable personnel ready to deploy. To secure this valuable human resource, we pool resources with veteran and National Guard recruiting programs throughout the US to identify former military personnel and their spouses who are interested in being on debris monitoring teams. We conduct outreach efforts through local job fairs, military recruiting, and networking events; this allows us to identify and add veterans to our resource pool who bring unparalleled dedication to our clients.

Section 3-Project Approach | Plan

The foundation of Witt O'Brien's approach and methodology to deliver the scope of work, tasks, and services identified in the RFP is partnership. It is our intention that our team works together with the City staff and where appropriate FEMA, to provide technical assistance in a wide variety of disciplines to ensure regulatory compliance, and effective and efficient access to needed eligible recovery funding from the initial project phases all the way through the final closeout and audit process.



Understanding of the Project

Witt O'Brien's understands the purpose of this project is for the City to secure the services of a qualified consultant with expertise in Public Assistance to assist or implement any of City's responsibilities with respect to satisfying the requirements under the Public Assistance program. This includes work related to the City's recovery from Hurricane Harvey or any other disaster event that may occur for which the City requires said assistance and support.

While Witt O'Brien's recognizes that every disaster is different, as are the needs of every impacted entity, the protocol used to respond upon notification takes an all-hazards approach in keeping with the National Response Framework. This requires that the consultant selected by the City, bring extensive capability and experience in a wide variety of emergency management and recovery disciplines. Witt O'Brien's offers such comprehensive expertise, and is prepared to offer any type of assistance that the City may need, including but not limited to that included in the Scope of Work/Services, regardless of whether responding to a natural disaster or a man-made disaster.

Our Inclusive Management Approach

Under this contract, Witt O'Brien's will utilize tried and tested management controls and QA/QC procedures designed to deliver results. This area includes:

- Contract Execution
- Work Planning and Resource Loading
- Continuity
- Project Controls and Communication
- Documenting Indirect and Direct Costs
- Quality Assurance / Quality Controls Processes



Contract Execution

Once the contract is signed, the Witt O'Brien's' Project Manager will propose to meet with the City to discuss contract terms and requirements, establish a common understanding of expectations for personnel and work products, and identify initial priorities and objectives.

The Project Manager will also coordinate or meet with the City to complete initial and detailed work-planning efforts, discuss organizational structures, how these structures may be changed to meet the City objectives, and establish strategies for the integration of consultant and the City personnel. We will also discuss the work effort and associated timing, deliverables, and methodologies.

Immediately upon completing this initial kick-off meeting, our Project Manager will communicate with all our project personnel to ensure that everyone is on the same page.

Work Planning and Resource Loading

In managing the work effort under this contract, planning to ensure that opportunities are not missed and staff members are fully utilized is critical. The Witt O'Brien's Project Manager will engage on a daily basis with the City staff to support work planning efforts, as well as on subject-specific planning efforts such as workforce utilization, project or issue resolution efforts, and other matters. These discussions may include subject matter experts from the Witt O'Brien's consultant team as requested by the City management to provide assurances that the topics discussed maximize the combined knowledge, experience, and insights of the experts we have deployed in support of the work effort.

Continuity

When selecting our personnel for assigned tasks, we set expectations that our experts will remain on that project until it is completed and their assistance is no longer required. This could mean that team members may be on extended deployment so that our clients can retain institutional knowledge and limit disruption that often results from regular changes in personnel.

Project Controls and Communication

In our work with the City, the Witt O'Brien's' team understands that it is our job to support the City, not to supplant it. We also understand that meeting the expectations of our client in providing that support, requires the use of robust project controls and tools designed to ensure the client remains informed and in-charge, and that consultant work remains properly focused.

For these reasons, we have established project controls and reporting procedures that ensure effective communication and provide work accountability, so that the City – our client and partner – has access to the information it needs and the visibility into consultant work efforts to both monitor and direct consultant activities.

- Witt O'Brien's will utilize regular staff conference calls to provide an opportunity for our team members to exchange information with each other, the City, and Witt O'Brien's' management. These calls will highlight issues that require the City attention and provide for the free flow of information and discussion of conditions that impact the work effort, and ensure that all partners in the recovery effort remain informed and involved.
- To be responsive to client requirements, Witt O'Brien's will utilize periodic meetings to allow our personnel to meet with and discuss issues with the City. The timing and structure of these meetings will vary based on client needs and requirements, but they will certainly be designed to provide responsiveness to the City information demands and to offer an opportunity for two-way communication.
- We will be prepared to utilize a standard reporting regimen where our team of experts provide written summaries of issues, project status, and other information (as defined by the City) to assist with the City's ability to track work effort, concerns and priorities, and project status. The

schedule and content of these reports will be designed to meet the City's needs and to ensure the City can effectively manage overall operations.

- Through the implementation of these management processes, Witt O'Brien's can clearly demonstrate its commitment to establishing the structure, communications, and accountability systems necessary for the City to manage its recovery. Our ability to keep the City leadership apprised of critical situations and issues, maximize funding through documentation efforts, and demonstrate the effectiveness of consultant work efforts can have significant and positive impacts on efforts contemplated in the future under the scope of work.



Quality Assurance/Quality Controls

Witt O'Brien's implements a series of measures to ensure that our personnel remain informed of the latest program updates and best practices. This, in turn, helps us to perform their duties with maximum effectiveness and benefit from our continuing experiences around the country.

We have regular staff meetings, provide briefings and training, distribute documentation about program changes, share success stories, and discuss problem resolution strategies with both our permanent staff and consultants on an ongoing basis throughout the life of project activities and team deployments.

We provide opportunities for information exchange, both within disaster deployments and between them nationally, during face-to-face meetings, conference calls, and even formal trainings and seminars offered by our company outside of client work time. These measures offer our personnel a support network that can keep our staff highly informed about recent program changes and successful practices, and helps them to keep their skills honed to achieve the best possible results for the client.

We also emphasize the need for quality in our work efforts and our deliverables. Our management, from the project manager to the branch level consultant managers, review consultant work and documentation on an ongoing basis. All efforts are made to identify and refocus work efforts while they are in-process, rather than after they have been completed, to maximize work efficiency, reduce time and expense associated with work efforts, and produce better results. This methodology provides the client with greater assurances that what they are receiving, and the work that is being done on their behalf, is focused and produces desired results.

Quality assurance efforts also go beyond deliverables; they also extend into the quality of service and technical assistance we provide to both client and sub-grantee. Witt O'Brien's has always made customer service and the quality of our interactions with clients and their stakeholders' primary components in the delivery of our assistance. To enhance this commitment, our management will continually monitor consultant work efforts and meet with individual staff members to evaluate their success at identifying issues and being responsive in addressing them. Our deployed managers will track how often our experts meet or communicate with applicants, and how assistance is delivered. We also periodically reach out to our clients to validate whether we are meeting their needs and expectations. This "hands-on" approach to strong customer service is one of the reasons why Witt O'Brien's has been so well received by clients.

Documenting Direct and Indirect Costs

Using Witt O'Brien's proprietary time keeping system, Time Tracker, much of Witt O'Brien's costs are reimbursable by FEMA for our assistance associated with a Presidentially Declared Disaster. Time Tracker permits our staff to track time in as small as 15 minute increments, linking each block of time to a description of work done and information about specific projects and tasks.



All our team partners will provide the same standard of detail and all reports and invoices will include similar supporting time documentation.

Time Tracker is a significant update to our previous proprietary system, WittTrak, which was developed in consultation with FEMA's Office of the Inspector General (OIG). WittTrak was one of the only systems proven to maintain documentation regarding consultant time in a manner sufficient to justify and maximize reimbursements under both Direct and Indirect Administrative Costs allowed under all FEMA grant programs. This allows Recipients to maximize reimbursement of our costs under our engagements.

Time Tracker captures the documentation required to justify our staff's time and attribute our time to specific projects. The same documented allocation of time and expense is required of any subcontractor that we utilize on our team. Costs are added to eligible PWs or HMA projects, allowing for reimbursement to the Recipient. Documentation provided in the Witt O'Brien's Time Tracker system can be used in a successful manner to justify and obtain client reimbursement through the proper documentation and justification of Direct Administrative Costs (DAC).

FEMA's Public Assistance Methodologies for Project Delivery

Witt O'Brien's is the leading firm providing outstanding disaster recovery consulting services. We are the most dependable and qualified company at advising governmental agencies on the recovery process. The most daunting and challenging issues faced during disaster recovery after a significant event are exactly the issues and problems we have tackled and been successful in resolving for several clients.

The response time for preparation, processing and funding of FEMA Project Worksheets by both state and FEMA personnel is not easily quantified. Many factors affect these disaster milestones such as the magnitude of disaster, declaration timeline, and availability of field personnel, disaster-specific guidance and duration of work that needs to be completed.

We will assemble, direct, and manage a work force within 24-48 hours of notification by the City, and will remain accessible throughout the disaster closeout and audit process.

Once Witt O'Brien's and the City have had an initial meeting to discuss and review immediate, near-term, and long-term needs, we will appropriately define and assign personnel to support the City as required. Whether the City has the need for just a few specialized individuals, or requires a team of professionals covering a wide range of pre-disaster planning and training or post-disaster recovery program areas to support the City, we will assist in navigating FEMA's Public Assistance program, the Hazard Mitigation Assistance Program, and alternative grant funding sources or with EOC staffing, information technology and data management needs during disaster recovery. We will efficiently scale up and down to meet the City's needs.

We use several project management tools to prioritize, report, and document the recovery workload. We have configured Microsoft's SharePoint, a web-based project management and project collaboration platform, to provide up-to-date accounting of team performance and project worksheet status. Our SharePoint sites have been successful tools to manage and provide visibility into projects by providing:

- **Accessibility** – All team members have full visibility on the status of all projects that have been submitted
- **Document Repository** – Ability to store all completed projects in a sortable, filterable manner
- **Charts/Reporting** – Ability to display scorecard charts with live data
- **Team Calendar** – Calendar to track meetings and time off for all of the Witt O'Brien's Team
- **Daily Activity Report** – Report by team member populated daily with anticipated workload for the day, created as a management tool to track workloads, prioritize resources and allow visibility on issues
- **406 Mitigation Tracker** – Tracks current status of all 406 Mitigation projects
- **Alternate/Improved (A/I) Tracker** – Tracks current status of all A/I projects
- **Cost Analysis Tracker** – Tracks current status of all Cost Analysis projects
- **Direct Administrative Costs (DAC) Surveys/Correspondence** – Tracks all correspondence in regards to the DAC Incentive
- **Environmental/Historical Tracker** – Tracks all projects with Environmental/Historical concerns and their corresponding findings, issues and comments
- **ICC Tracker** – Tracks the status of all ICC requests
- **Insurance Issues Tracker** – Tracks all insurance issues and their current status
- **Time Extension Tracker** – Tracks written time extension requests that need to be entered forwarded to FEMA. This also tracks the assignments for any Requests for Information (RFIs) requested by FEMA to support time extensions

Beyond data gathering and tools to collect and analyze critical data, ***a key element of our approach to PA and HMA program delivery is the use of key personnel who are experts.*** Our team has deep and comprehensive knowledge of Federal program eligibility requirements. In fact, many Witt O'Brien's staff were directly involved in the development of these programs and the related eligibility guidance while employed by FEMA earlier in their careers. The collective expertise of these qualified team members makes Witt O'Brien's a valuable partner to the City. Our experience and familiarity with working in the State of Florida for many years combined with the programmatic knowledge of our staff helps us provide expert guidance on programmatic issues, bring clarity to programmatic guidance issued by others, and the application of FEMA regulations on eligibility and other determinations.

Another key strategy to program delivery is site-visits for field operations. There is no substitute for skilled experts in the field. It is our experience that problems are more easily and quickly resolved when addressed at the lowest-possible level. Frequently, issues of disagreement can be resolved within days or weeks when addressed with the FEMA Project Officer, but it may take months or even longer to resolve if the issue is elevated to the Joint Field Office, the FEMA Region, or FEMA Headquarters. By having highly-qualified and experienced program experts working directly with the City, we can assist with developing strong arguments based on law, regulation, policy, and precedent that helps resolve issues when differences of opinion in interpretation of statute, regulation and policy arise.

It is imperative to Witt O'Brien's that the City not only receive funding for which it is eligible, but *retain* funds received. For this reason, we focus on maximizing available funding within the context of what can be justified under program eligibility requirements. We will work with the City to meet disaster-related needs and manage expectations, while ensuring all staff fully understand the challenges and risks that may exist when decisions are made.

Another key component of our approach to disaster recovery engagements is built on advocacy. The provisions of the Stafford Act and its implementing regulations are often broad and open to interpretation. When disasters occur, local governments and private nonprofit (PNP) organizations often enter the recovery process with insufficient information and experience with Federal disaster programs. This lack of experience means they may not understand the process or the timeline for eligibility determinations, funding decisions, and implementation milestones. We will serve as an advocate for the City, to ensure that funding is maximized and problems are expeditiously resolved, which is pivotal to the success of recovery.

Our approach, and the tools that support it, have resulted in billions of dollars in additional PA funding to our clients that would not otherwise have been received.

Scope of Work/Services

Witt O'Brien's will support the entire scope of work and criteria required in a manner consistent with Federal program guidelines and regulations to maximize the City of Fernandina Beach, Florida's eligibility and reimbursement for all aspects of its public assistance recovery programs.



Potential Scope Requirements

Here we are presenting details of twenty-eight (28) possible scope requirements and include our response and plan of action for each, which provides the City a level of understanding of the program elements:

1. Provide assistance to the City with regard to disaster assistance and management of any type needed including, but not limited to, response; preliminary damage assessments; debris management and monitoring; recovery to include any State of Texas or Federal Emergency Management Agency Hazard Mitigation Program (FEMA), HUD Community Development Block Grant Program, and U.S. Department of Transportation programs, if eligible; and mitigation and preparedness service (planning, training and exercise), including present and future disasters.
2. Witt O'Brien's has the experience, capability, and commitment to provide disaster preparedness, planning, consulting & recovery services to federal, state, and local governments and will provide those same skills to assist the City with current and future disasters. We are adept at bringing together all stakeholders in the response and recovery process, including the City, the State, and Federal agencies. Witt O'Brien's also has the depth of experience to bridge the gaps in disaster assistance between the City's insurance and FEMA Public Assistance, as well as alternate funding sources such as HUD, DOT and other Federal grant programs that may become available.
3. Events of the last several years have demonstrated that it has never been more vital that local governments, states, and other entities have a team with proper knowledge and experience to call upon in times of disaster and to prepare for the occurrence of a potential disaster. Drawing on our

- extensive experience, we work with our clients to connect all the interrelated aspects of planning, preparedness, response, and recovery to maximize both effectiveness and funding opportunities.
4. Witt O'Brien's can draw upon existing relationships and knowledge, and to provide a near immediate response to our clients' needs. We have all seen the structural, physical, emotional, and economic damages that occur when communities fail to prepare for the worst, and searching for the right consultant during the early days before or after a disaster can slow the response and recovery process down significantly. Witt O'Brien's can mobilize significant numbers of additional qualified contractor personnel as needed, cutting down on "ramp up" time, and providing the City the capability to establish operations and manage events efficiently and effectively in any stage of the response and recovery.
 5. Witt O'Brien's has the expertise to provide the following services to the City as required and necessary:

Category	Services	
Preparedness, Training and Mitigation	- Assessment and Gap Analysis - Emergency Management Accreditation Program Support Services (EMAP) - Emergency Management Capability Assessments - Physical and Cyber Security Assessments - Emergency Response Planning; All-Hazard and Hazard-Specific	- Continuity of Operations/Government Planning - In-Person and Computer-Based Training - Emergency Operations Center Planning, Training, Exercising - Public Health Preparedness - HSEEP-Based Exercises
Response	- Logistics Management Operations Management and Support Functions - Crisis Communications Preparation Training and Representation	- Fully NIMS/ICS Compliant Staffing - Planning Support and Management - Finance and Administration - Technology Solutions
Recovery	- Long-Term Recovery Planning - FEMA Public Assistance Program Support and Technical Assistance - Financial and Grant Management - Debris Management/ Monitoring - FEMA Hazard Mitigation Assistance Program Support and Technical Assistance - Staff Augmentation	- Insurance Recovery & Adjusting - FEMA Close-out and Audit Support - FEMA 1PstP and 2PndP Appeal Assistance - Federal Disaster Recovery Grants - Disaster Housing Assistance - After Action Reporting

6. Provide broad-based support services to the City in a timely and efficient manner for response and recovery activities, ensuring that the City can accomplish and maximize (if available) federal grant funding for debris missions, emergency protective measures and recovery missions that serve our public's health and safety.
 - Witt O'Brien's will provide support and guidance to the City with all emergency response and recovery activities in a timely and efficient manner consistent with Federal guidelines and regulations to maximize grant funding potential. Protecting and ensuring public health and safety is of utmost concern in the initial phases of disaster response and recovery. Utilizing our

background and programmatic knowledge, Witt O'Brien's can provide assistance to the City to ease the burden of documenting activities to exact grant standards so that the City can focus on its goal of reopening its facilities as quickly and as safely as possible to return to normal operations.

- In the initial phases of post-disaster recovery, debris removal operations and emergency protective measures are typically the costliest and most time-consuming efforts undertaken. Whether completed directly by City staff, contracted resources or outside entity mutual aid, it is imperative to keep Federal program regulations in mind.
 - Debris clearance, removal and disposal operations can become priority activities to undertake post-disaster to help a community recover and get back to normal operations and activities. Performing these activities in a FEMA or other grant program-compliant manner to ensure the maximum reimbursement potential is vitally important. Monitoring debris clearance and hauling activities throughout the process with appropriate documentation, photographs and reporting is a reimbursable, FEMA-required step that will help support eligibility of work conducted and costs expended. Witt O'Brien's, through its almost 12 years of providing disaster debris monitoring services, is uniquely qualified to provide the City advisement on all phases of debris operations from physical monitoring of debris operations to QA/QC of work being completed, to audit of documentation for compliance.
 - Essential emergency protective measures can range from transporting and pre-positioning equipment and other resources for response, flood fighting, Emergency Operation Center (EOC)-related costs, supplies and commodities, emergency generator use or rental and many more activities. Witt O'Brien's will assist the City with assembling and summarizing time and record keeping documents to prepare for submittal to any grant funding program ensuring that as much work as possible is eligible for reimbursement.
7. Provide guidance in recovering reimbursement for the repair and potential replacement of the loss of our critical infrastructures.
 - Witt O'Brien's will provide support and guidance to the City to assess damage to its owned and operated facilities and prepare comprehensive scopes of work and cost estimates for either repair or replacement of the damaged elements or facilities and critical infrastructure. We will assist the City with the incorporation of insurance eligibility and claim information and well as assist with exploring the potential for hazard mitigation opportunities that may be available.
 8. Assist and/or represent the City with the implementation preliminary damage assessments (PDAs) to document the impact and magnitude of the disaster.
 - Witt O'Brien's will ensure that inspected damages are correctly documented as this is one of the most important activities in disaster recovery. If the damage inspection process is done correctly, the City will be more likely to receive the disaster assistance for which it is eligible. Our team will foster an open dialogue between FEMA and the State, ensuring that inspections and damage documentation are at the forefront of the operation. The Witt O'Brien team will leverage their knowledge of the PA Program to train and prepare the City staff before applying for disaster aid to ensure they are adequately prepared to make their best case for eligible assistance.
 - Witt O'Brien's personnel will also be available to deploy independently or in tandem with TDEM, FEMA, and City staff to participate in PDA efforts in the field. This will better ensure that the information that is gathered to justify declaration decisions is both accurate and complete and is developed with significant local input and participation.

9. Request immediate needs funding (INF), if eligible, for emergency work requested by the State for Presidentially-declared disasters.
 - Witt O'Brien's will work with the City to help complete the Preliminary Damage Assessments and expedite the INF process through our relationships with State and FEMA stakeholders so that the City can receive funding and continue with recovery operations. Immediate Needs Funding (INF) applications require fast and accurate information to ensure the City receives funding for urgent operations. Because of our extensive experience working disasters across the United States, Witt O'Brien's brings a detailed and thorough understanding of eligible emergency work.
10. Accompany the City during their Applicant's Briefing with FEMA, Other Federal Grants and the state, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the City during the grant process
 - Witt O'Brien's will participate in the Applicant briefing process with the City to ensure program and damage eligibility, explain City, State and FEMA responsibilities, explain reimbursement options under the PA program, including standard repair, improved projects, and alternate projects, educate the City about mitigation opportunities and responsibilities under the PA program, outline program steps and identify timelines and programmatic benchmarks; and provide explicit guidance on documentation and audit requirements.
11. Assist the City in the preparation of the Request for Public Assistance, establishing the City as an eligible applicant and enabling the process of project formulation for disaster damages.
 - Witt O'Brien's will assist and guide the City in the development of all forms necessary to complete the Request for Public Assistance. These forms include the Request for Public Assistance, the Designation of Authorized Agent, the direct deposit form, and any additional forms required by the Texas Division of Emergency Management (TDEM) and FEMA. Witt O'Brien's will provide guidance as to the appropriate City staff member to be designated at each position.
12. Collaborate with City on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); Information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects' scope, size, and damages, including cost estimating if needed, that will be the basis of each Project Worksheet); project submittals (draft and submit small and large project PWs to FEMA).
 - Witt O'Brien's has used its staff of disaster recovery experts, and their combined technical expertise to ensure compliance with rules, guidelines and standards, as well as to address and resolve problems before they stand in the way of recovery. This approach has allowed Witt O'Brien's and our clients to come to the table with expertise that is often more reliable and experienced than the personnel utilized by FEMA in the resolution of Public Assistance program claims. The result is Project Worksheet packages that are professionally documented to capture the maximum available funding, and which have an established basis in governing policies, laws and regulations.
 - Witt O'Brien's will provide the City with qualified personnel adept in analyzing projects, preparing the scope of work and damage descriptions of projects, analyzing project worksheets and accompanying documentation, and in preparing project worksheet documentation for submittal to FEMA.

13. Assist with the management of FEMA and/or other federal grants and state coordination along with the City, arranging for routine status/action plan meetings, establishing priorities, scope changes and updates at these meetings.
 - Witt O'Brien's will utilize regular staff conference calls to provide an opportunity for our team members to exchange information with each other, City, and Witt O'Brien's management. These calls will highlight issues that require City attention and provide for the free flow of information and discussion of conditions that impact the work effort, and ensure that all partners in the recovery effort remain informed and involved.
 - To be responsive to client requirements, Witt O'Brien's will utilize periodic meetings to allow our personnel to meet with and discuss issues with the City. The timing and structure of these meetings may vary based on client needs and requirements, but they will certainly be designed to provide responsiveness to City information demands and to offer an opportunity for two-way communication.
 - We will be prepared to utilize a standard reporting regimen where our team of experts provide written summaries of issues, project status, and other information (as defined by the City) to assist with the City's ability to track work effort, concerns and priorities, and project status. The schedule and content of these reports will be designed to meet the City's needs and to ensure the City can effectively manage overall operations.
 - Through the implementation of these management processes, Witt O'Brien's can clearly demonstrate its commitment to establishing the structure, communications, and accountability systems necessary for the City to manage its recovery. Our ability to keep City leadership apprised of critical situations and issues, maximize funding through documentation efforts, and demonstrate the effectiveness of consultant work efforts can have significant and positive impacts on efforts contemplated in the future under the scope of work.
14. Coordinate and manage deliverables with FEMA and/or other federal grants and the state.
 - Witt O'Brien's will coordinate with the City to develop, track, and document all deliverables to the State and FEMA. This documentation will include digital as well as paper documentation. Witt O'Brien's will maintain these records under the control of the City and only transmit information as authorized by the City. Witt O'Brien's, through our 15-year work history in Texas, can expedite the recovery efforts due our knowledge of internal TDEM and FEMA operations.
15. Assist the City with FEMA and/or other federal grants and state quarterly reports
 - Witt O'Brien's brings to the City a full array of tracking tools it has developed and refined over the many disaster recovery engagements it has performed in its participation in the recovery from nearly every major disaster in the United States since 2001. These tools provide for tracking Project Worksheets from the initial documentation all the way through the closeout process. Our tracking tools will assist the City in always being able to access the latest status of project development, submission, amendment requests, insurance recovery, mitigation proposals, historical and environmental reviews and project funding. Our tracking and reporting capabilities will assure adherence to all project deadlines and reporting requirements, the timely generation of quarterly reports, and the filing of project related time extension requests.
16. Generate extension requests to FEMA and/or other federal grants and the state when necessary so that PW eligibility is not forfeited.

- Witt O'Brien's brings to the City a full array of tracking tools it has developed and refined over the many disaster recovery engagements it has performed in its participation in the recovery from nearly every major disaster in the United States since 2001. These tools provide for tracking Project Worksheets from the initial documentation all the way through the closeout process. Our tracking tools will assist the City in always being able to access the latest status of project development, submission, amendment requests, insurance recovery, mitigation proposals, historical and environmental reviews and project funding. Our tracking and reporting capabilities will assure adherence to all project deadlines and reporting requirements, the timely generation of quarterly reports, and the filing of project related time extension requests.
17. Develop improved and/or alternate project requests for the state and FEMA and/or other federal grants.
- Witt O'Brien's will assist the City with the development of Alternate or Improved project requests for submittal to the State and FEMA. Witt O'Brien's experts will coordinate with the City to identify opportunities to utilize PA repair funds to contribute to Alternate or Improved Projects when the City does not wish to repair damaged facilities and infrastructure to pre-disaster form and function. Based on our experience with Alternate and Improved Projects, we understand that it is critical to fully document eligible losses as if the existing facility was to be repaired in place and without any changes or improvements. While it may seem counterintuitive to do so, law and regulation caps the amount of eligible funding for an Alternate or Improved Project based on the repair scope of work and cost estimate.
 - Furthermore, appeal arguments may preclude the introduction of supplemental damage assessment information not a part of the original assessment and request. As such, we know it is critical that this be done correctly the first time, without regard to the facility owner's plans for the site.
18. Develop Hazard Mitigation Proposals (HMPs) where mitigation actions can minimize future disaster impacts
- Witt O'Brien's will provide experienced hazard mitigation personnel to help the City capitalize upon every opportunity to invest in cost-effective mitigation measures. During consultation, our staff will discuss and provide expert advice related to possible mitigation measures that can be pursued as part of the process of repairing damaged assets under the provisions of Section 404 and 406 of the Stafford Act. Our staff will survey damaged sites along with FEMA representatives and make notes relating to potential Section 406 mitigation measures, as well as identify opportunities for Section 404 mitigation. Selected Section 406 mitigation opportunities will be incorporated and documented by Witt O'Brien's staff at the time the Public Assistance Project Worksheets are developed. For opportunities selected for Section 404 mitigation application, our staff will work with the City to develop eligible, fundable, documented project applications for submission to TDEM. We will ensure all technical requirements – including benefit-cost analysis and environmental and historic preservation requirements – are met and documented for each mitigation proposal or application.
19. Assist with the submittal of first- and second-level appeals to FEMA and/or other federal grants should the City disagree with the FEMA-formulated PWs and/or other federal grantors.
- There are times when FEMA makes eligibility determinations on work performed, costs incurred, methods of procurement, etc. that are not favorable to the Recipient or Sub recipient that result in the loss of FEMA funding. FEMA programs afford two time-sensitive opportunities to appeal an unfavorable determination: the first appeal being at the FEMA Regional level, and

the second appeal being at the FEMA Headquarters level. Being able to prepare, argue, and successfully resolve appeals based on programmatic guidelines and policies can be the difference between the re-instatement of the funds lost or having to absorb the costs internally for the work performed.

- Witt O'Brien's will utilize its extensive understanding of law, regulation, policy, and guidance, along with our knowledge of FEMA precedent and tested methods of arguing and negotiating resolutions with FEMA, to obtain the best possible results for the City should the City disagree with any Federal grant program determinations.
 - The provisions of the Stafford Act and its implementing regulations provide a tremendous amount of discretion in interpretation. Our team has years of experience at all jurisdictional levels implementing the provisions of the Stafford Act. These provisions include Sections 402 (General Federal Assistance), 403 (Essential – or Emergency – Assistance), 404 (Hazard Mitigation), 406 (Repair, Restoration and Replacement of Damaged Facilities), 407 (Debris Removal), 422 (Simplified Procedure), 423 (Appeals), and 424 (Dates of Eligibility) of the Stafford Act. When Subrecipients such as the City disagree with a FEMA determination under these sections of law, they can use the appeals or arbitration process to have disputed decisions reviewed.
 - Witt O'Brien's will assist the City with any appeal efforts it desires to pursue and provide expert technical assistance in the preparation of not only appeals but supplemental responses and oral arguments required in the appeals process as well. We will assist with tracking timeframes for appeal submittals and follow up with State and FEMA on a regular basis regarding determinations and responses to and Requests for Information that may be necessary.
20. Generate PW amendments requesting changes as agreed through resolution discussions or first-level appeals.
- Witt O'Brien's will assist with the generation of PW amendments or Versions of original obligated projects where required to modify scopes of work for omitted or inaccurate damages where identified, or to increase project funding in cases where repair costs were grossly underestimated. The key is to identify potential scope of work changes to the State prior to initiation and completion of work to have a better chance of the version request being entertained by FEMA and a version prepared and obligated. Additionally, we will review any version prepared and obligated by FEMA because of first-level appeal determinations to ensure accuracy of verbiage and funding changes.
21. Provide procurement assistance to the City, interfacing with internal staff, to ensure procurement processes adhere to FEMA and/or other federal grants recovery criteria.
- Witt O'Brien's will work with the City to secure pre-event contracts for services that are anticipated to be required in the aftermath of a disaster as well as post-event contracts and purchases of services on an emergency or standard procurement basis. Our technical consultants are available to assist the City with all steps of the procurement process from bid formulation and advertisement through contract execution and activation of services. On various projects, we have worked with our clients to provide invaluable advice, guidance, and staff support to local communities struggling to deal with procurement issues, eligibility questions, the facilitation of the development of Project Worksheets, and the review and reconciliation of financial documentation to ensure eligibility and promote the timely and complete reimbursement of funds. We help to ensure that all procurement actions undertaken by the City are in compliance with the Federal procurement guidelines contained in 2CFR §200.

22. Assist the City with development of scope and bid packages that align with the project worksheet scope of work and damages.
 - Witt O'Brien's will employ or work with design and construction professionals possessing the ability to review design documents to ensure compliance with the scope of work outlined in the FEMA Project Worksheet. These design and construction professionals have years of experience in the development of FEMA Project Worksheets and school repairs.
23. Coordinate and interface with engineering and design efforts for the repair and/or reconstruction of damaged infrastructure that will comply with FEMA eligibility and cost reasonableness, including oversight of the repair and/or reconstruction efforts to ensure FEMA's Public Assistance grant and/or other federal grant funding criteria is clearly defined and implemented and coordination and technical assistance regarding programmatic issues and permitting.
 - Witt O'Brien's will provide the professional staff capable of interfacing with engineering and design teams, to ensure these teams have the guidance and understand FEMA policies and regulations for the reconstruction of damaged facilities. Witt O'Brien's has developed a unique training which we will gladly provide to the design team which outlines the recovery process and how to maximize the City's grant dollars for recovery efforts. This training was instrumental in our work at the University of Texas Medical Branch at Galveston.
24. Assist with the procurement of architectural and/or design firms.
 - Witt O'Brien's will assist the City in the review and the development of a request for qualifications for the procurement of an architectural or design firm. Witt O'Brien's has significant experience in review of these types of documents and providing guidance to applicants. Witt O'Brien's team includes design professionals who are experienced in the development of and review of request for qualifications.
25. Guide the selected firm through FEMA's Public Assistance grant and/or other federal grants funding requirements and criteria.
 - Witt O'Brien's has developed a unique training which we will gladly provide to the design team which outlines the recovery process and how to maximize the City's grant dollars for recovery efforts. This training includes an introduction to the Public Assistance program, identifies the project type whether repair mitigation or Improved project, and provides working examples for the design team to follow which incorporates FEMA program guidance and documents.
26. Assist the City with establishing programmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.
 - Witt O'Brien's will work with the City to establish a central document collection and repository location and filing system as well as create electronic files of all pertinent documentation for long term storage and easy transmittal to the State and FEMA if needed in the project preparation through closeout and audit process. All documentation - whether hard copy of electronic copy - must be stored securely but remain easily accessible for a timeframe that far exceeds the actual physical recovery process. FEMA and State regulations mandate that the documents be available for a period up to 3 years' post disaster closure in the event of an audit. This process should begin as soon as the first dollar is spent and should be a continuous process throughout the response and recovery. We can provide checklists and training to City staff to also ensure that personnel responsible for handling the numerous phases of documents (procurement, purchasing, finance, project managers, etc.) understand the various types of

documents that must be retained to ensure the receipt and long-term retention of grant funding.

27. Assist the City with the closeout of PWs, both large and small, including the review and preparation of final closeout packages for completed work.
 - Witt O'Brien's will bring its extensive experience with disaster closeout operations with respect to the FEMA Public Assistance Program and Stafford Act as well as the Sandy Recovery Improvement Act regulations to serve the City. We executed numerous, successful FEMA disaster program closeouts, at both the Recipient and Sub-recipient levels, and that experience will ensure the City has the support and expertise available to minimize or eliminate any potential problems as funded and completed projects are financially reconciled.
28. Assist the City with insurance optimization by working with the City's insurance carriers to optimize coverage relating to the disaster, while also making recommendations regarding limits, scope, and deductibles for future policy negotiations.
 - Witt O'Brien's will provide insurance and risk management professionals that have experience in reviewing and applying insurance benefits to specific projects in the FEMA Public Assistance Program. These professionals will review the determinations made by FEMA to ensure they are accurate, correctly applied and in compliant with applicable FEMA policies. Witt O'Brien's can further assist in gathering and documentation of current insurance proceeds and the identification of insurance purchase requirements for buildings and contents.

Insurance Recovery Services

Our insurance recovery services include:

- Review and assess the insurance policy, and provide a detailed overview
- Contact the insurance company adjuster to schedule future meeting and formulate the scope of damages
- Conduct on-site evaluation of the damaged property, and create a detailed written estimate of damages for submission to the insurance company adjuster, according to the insurance company's standard accepted practices
- Create short-term/long-term goals and recommendations regarding the future handling of the insurance recovery process
- Advise City of the settlement status
- Expedite the claim recovery process to avoid shortfalls of cash flow
- Negotiate a favorable settlement (with City approval)

Appendix A

Proposed Exception Requests

In review of this proposal response, Witt O'Brien's is respectfully requesting that the City of Fernandina Beach kindly consider the following changes to the agreement if we are awarded the contract. Our suggested edits are included here, and we seek to discuss these edits to find mutually agreeable terms upon award.

We would like to make the following changes to the indemnification provisions under the contract to limit our liability to the amount paid under the contract or to the amount of the insurance required under a signal occurrence once given. We also respectfully ask for the inclusion of our consequential damages provision for the benefit of both parties.

Contract Review and Comments

6. INDEMNIFICATION AND INSURANCE INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR 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, its officers, employees, agents, and representatives.~~ CONTRACTOR/VENDOR'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 against the CITY and CONTRACTOR/VENDOR 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.~~ **Liability under this section shall be limited to the greater of the amount paid under this provision or the amounts required under the insurance provisions per occurrence.** 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. **Neither party shall be liable for, and each party expressly waives and releases the other party from, and against, any and all consequential, indirect, punitive, or special damages.**

Insurance Review and Comments

We respectfully reserve the right to comment on finalized insurance provisions in the Agreement after award to ensure we can meet coverages.

RFP Forms

We are presenting the following RFP forms here:

- i. **EXHIBIT "A"** Contact Sheet
- ii. **EXHIBIT "B"** Public Entity Crimes
- iii. **EXHIBIT "C"** Drug-Free Workplace Certification
- iv. **EXHIBIT "D"** E-Verify Statement
- v. **EXHIBIT "E"** Proposer Acknowledgments and Agreements
- vi. **EXHIBIT "F"** Conflict of Interest
- vii. **EXHIBIT "G"** Non-Collusion Affidavit
- viii. **EXHIBIT "H"** Dispute Disclosure
- ix. Addenda if any - none

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

EXHIBITS

EXHIBIT "A"	Contact Sheet
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
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

EXHIBIT "A"
CONTACT SHEET

Name: Witt O'Brien's, LLC

Federal Taxpayer ID: 27-2783923

Mailing Address: 2200 Eller Drive

City, State, & Zip Code: Fort Lauderdale, FL 33316

Telephone: 954-523-2200 **Fax:** 954-524-9185

Email: vendors@wittobriens.com; gfenton@wittobriens.com; briley@wittobriens.com

PROPOSAL CONTACT PERSON Submitted By: Bill Riley

Title: Managing Director

FIRM Accepts Credit Cards*: Yes ☐ No ☒

Accounting Contact:

Name: Hope Annunciacion **Title:** Accounting Manager

Email Address: ar@wittobriens.com
hannunciacion@wittobriens.com **Phone:** 281-320-9796; 281-606-4727

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

NAME (TYPED OR PRINTED): Greg Fenton **TITLE:** Chief Operating Officer

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

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 RFP #17-03 for EMERGENCY PUBLIC ASSISTANCE SERVICES.
2. This sworn statement is submitted by (entity) Witt O'Brien's LLC whose (LOCAL) business address is 2200 Eller Drive, Fort Lauderdale, FL 33316 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2783923 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Greg Fenton and my relationship to the entity named above is Chief Operating Officer.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

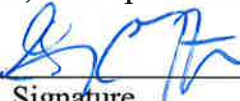
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

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

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



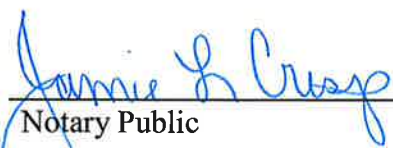
Signature

September 25, 2017

Date:

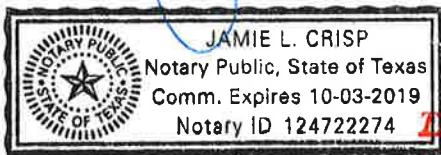
STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF Harris

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, Greg Fenton who, after first being sworn by me, affixed his/her signature at the space provided above on this 25th day of September, 2017, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: 10/03/19



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

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:

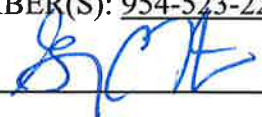
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about 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: Witt O'Brien's, LLC

CITY: Fort Lauderdale STATE: FL ZIP CODE: 33316

TELEPHONE NUMBER(S): 954-523-2200; 404-942-7750; 281-320-9796

SIGNATURE: 

NAME (TYPED OR PRINTED): Greg Fenton TITLE: Chief Operating Officer

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: #17-03

Project Description: EMERGENCY PUBLIC ASSISTANCE SERVICES

~~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: Witt O'Brien's, LLC

Authorized Signature: 

Title: Chief Operating Officer

Date: September 25, 2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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EMERGENCY PUBLIC ASSISTANCE SERVICES

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, except those listed in Appendix A-Proposed Exception Requests.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Greg Fenton

Title: Chief Operating Officer

Signature: 

Date: September 25, 2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP #17-03 for EMERGENCY PUBLIC ASSISTANCE SERVICES.

This sworn statement is submitted by (entity) Witt O'Brien's, LLC whose business address is 2200 Eller Drive, Fort Lauderdale, FL 33316 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2783923 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Greg Fenton and my relationship to the entity named above is Chief Operating Officer.

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]
Signature

September 25, 2017

Date:

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF Harris

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, Greg Fenton who, after first being sworn by me, affixed his/her signature at the space provided above on this 25th day of September, 2017, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Public

My Commission expires: 10/03/19

JAMIE L. CRISP
Notary Public, State of Texas
Comm. Expires 10-03-2019
Notary ID 12472274

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP #17-03 for EMERGENCY PUBLIC ASSISTANCE SERVICES.

This sworn statement is submitted by (entity) Witt O'Brien's, LLC whose business address is 2200 Eller Drive, Fort Lauderdale, FL 33316 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2783923 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Greg Fenton and my relationship to the entity named above is Chief Operating Officer.

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.



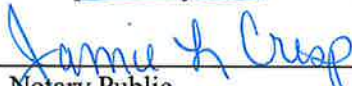
Signature

September 25, 2017

Date:

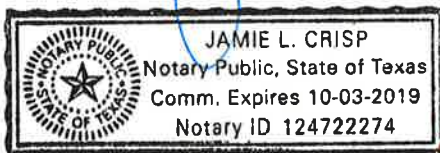
STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF Harris

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, Greg Fenton who, after first being sworn by me, affixed his/her signature at the space provided above on this 25th day of September, 2017, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: 10/03/19



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL #17-03
EMERGENCY PUBLIC ASSISTANCE SERVICES

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.

Witt O'Brien's LLC
Firm

September 25, 2017
Date


Authorized Signature

Greg Fenton, Chief Operating Officer
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Project Team Resumes

Resumes for the following key staff are presented in this section:

- i.* Bill Riley, Project Principal
- ii.* Valarie Philipp, Project Manager; Public Assistance Specialist I
- iii.* Ralph Lawrence, Public Assistance Specialist II
- iv.* Shaletha Smith, Public Assistance Specialist III
- v.* Kelly George, Hazard Mitigation Specialist I
- vi.* Ryan Kappes, Insurance Specialist II
- vii.* Daniel Kennedy, Closeout Specialist III
- viii.* William Patrigo, Appeals Specialist

Qualifications Profile - Project Principal

Bill Riley is a Witt O'Brien's Managing Director responsible for oversight and management of disaster field operations, client contract, and relationship management.

Bill managed Hurricane Sandy recovery efforts in New York, New Jersey, and Connecticut. He served as the Project Manager for the University of Texas Medical Branch and the Hurricane Ike recovery for the cities of Houston and Galveston. He was Witt O'Brien's Project Manager for the Vermont State Hospital's recovery after Tropical Storm Irene, and managed projects in Arkansas, Indiana, Iowa, Rhode Island, and Virginia.

Prior to joining Witt O'Brien's, Bill served at FEMA HQ as Senior Advisor to the Federal Coordinating Officer at the sites of declared disasters.

Relevant Project Experience

State of New Jersey

Currently manages Witt O'Brien's recovery efforts on the State's behalf, including the closeout efforts associated with Hurricane Sandy and 15 additional disasters.

State of Vermont

Project Manager for Witt O'Brien's work on behalf of the State of Vermont following the historic flooding as the result of Tropical Storm Irene. He also advised the State on the creation of the Irene Recovery Office, and assisted with complex recovery issues.

State of Iowa

Bill helped the State of Iowa stand up its Rebuild Iowa Office, including the development of Iowa's Jump Start program, which provided assistance to Iowans affected by the 2008 floods.

State of Indiana

Bill served as Project Manager for the team of recovery experts that assisted the State of Indiana following the 2008 severe storms, tornadoes, and floods.

Areas of Expertise

Client And Relationship Management, Public Assistance, Program Management, Insurance, Communications, Strategic Advising, Training, Staff Management, Project Management

Registrations, Certifications & Training

FEMA IS-100, IS-100.HC.b, IS-200, IS-200.HC.a, IS-240, IS-250, IS-288, IS-324.a, IS-393, IS-403, IS-546, IS-547, IS-630, IS-631, IS-632, IS-700, IS-800.b, IS-802, IS-803, IS-85, IS-814, IS-821, IS-900

FEMA Public Information & Congressional Affairs Policies and Procedures

Certified Insurance Counselor, Society of Certified Insurance Counselors

Coastal Community Resilience, National Disaster Preparedness Training Center, Woods Hole Oceanographic Institute

Emergency Information & Public Affairs Policies and Procedures

Education

Villanova University

University of Connecticut School of Insurance

Year Joined Witt O'Brien's
2008

Base Location
Harwich, MA

Qualification and Experience	Total Years	Staff Level	Specific Sample Project Experience
1) FEMA PA Program	15	Senior	State of Iowa, State of Indiana, UTMB, City of Houston, City of Galveston, State of Vermont, Diocese of Springfield, Town of Fairfield, State of New Jersey, City of Long Beach, NY, Nassau County, NY, Suffolk County, NY, Iowa Association of Rural Electric Cooperatives.
2) New PA Delivery Model	1	Executive	Glynn County, GA, City of Savannah, GA.
3) Transit/ transport entities	9	Senior	City of Galveston, State of Vermont, State of Iowa, State of Indiana, State of New Jersey.
4) Coastal infrastructure	9	Executive	City of Galveston, State of Vermont, State of Iowa, State of Indiana, State of New Jersey.
5) Insurance and FEMA PWs	29	Senior	State of Iowa, State of Indiana, UTMB, City of Houston, City of Galveston, State of Vermont, Diocese of Springfield, Town of Fairfield, State of New Jersey, City of Long Beach, NY, Nassau County, NY, Suffolk County, NY, Iowa Association of Rural Electric Cooperatives, and others.
6) FEMA EHP issues	9	Executive	State of Iowa, State of Indiana, UTMB, City of Houston, City of Galveston, State of Vermont, Diocese of Springfield, Town of Fairfield, State of New Jersey, City of Long Beach, NY, Nassau County, NY, Suffolk County, NY, Iowa Association of Rural Electric Cooperatives, and others.
7) Discrepancies in eligibility of PA costs	9	Senior	State of Iowa, State of Indiana, UTMB, City of Houston, City of Galveston, State of Vermont, Diocese of Springfield, Town of Fairfield, State of New Jersey, City of Long Beach, NY, Nassau County, NY, Suffolk County, NY, Iowa Association of Rural Electric Cooperatives, and others.
8) Disaster close outs	9	Executive	State of Indiana, Commonwealth of Virginia, State of Arkansas, State of New Jersey.
9) Writing skills/experience	45	Executive	9 years writing directly associated with FEMA PA programs, PA appeals, and policy interpretation. 6 years as a writer, editor and Public Affairs Officer at FEMA HQ. Author of FEMA's Guide to Hurricane Preparedness and Guide to Winter Storm Preparedness. 2 years as technical writer at the U.S. Chemical Safety Board. 28 years experience writing as a business executive.
10) Oral presentation skills	45	Executive	45 years combined experience in making business presentations, FEMA town hall meetings, press briefings, and presentations to business, government and non-profit agencies.
11) Meetings/ discussions, large groups	45	Executive	45 years combined experience in facilitating discussions & meetings of large groups and audiences at conventions and conferences, hosting FEMA programmatic and technical workshops, FEMA town hall meetings, press briefings, and as a guest speaker at conventions and conferences.

Qualifications Profile - Project Manager; Public Assistance Specialist I

Valarie Philipp is a Director for Witt O'Brien's with over 12 years of experience in emergency management. Throughout her tenure, Valarie has assisted various governmental and non-governmental organizations with disaster planning, response, and recovery efforts, and provided insight into successfully navigating Federal grant management programs through training and education efforts. She has steadily guided dozens of local governmental applicants in South Florida to a successful completion and closeout of the multiple disasters that have afflicted the State from 2004-2016.

Valarie has worked with many large governmental entities such as the State of Florida, Florida Department of Transportation, Miami-Dade County, the School Boards of Broward and Miami-Dade Counties, and the Cities of Miami and Orlando as well as numerous others. Valarie regularly assists governmental clients with annual contract maintenance activities, as well as planning and training initiatives. She oversees appeals resolution, procurement compliance, and FEMA grant and disaster closeouts. She assists clients with debris planning efforts and pre-event contract procurement activities. Valarie recently provided a training session to local governments in FDEM Region 5 on navigating Federal procurement regulations and corresponding FEMA guidance.

Relevant Project Experience

Florida Department of Transportation (2008-2015)

Valarie served as the Project Manager assisting FDOT with their recovery efforts from the Spring 2014 flooding that impacted North Florida. Valarie previously served as FDOT's PAC and helped the department perform closeout activities for 110 large PWS, related to nine State of Florida declared disasters from 2004-2008 representing more than \$75 million in obligated funds. She assisted with final inspections, appeals, and grant reimbursements, and also provided QA/QC services. She worked with FDOT districts in Southeastern Florida to compile supporting documents to ensure the successful allocation of obligated funding. Valarie also prepared and reviewed documentation to file Detailed Damage Inspection Reports (DDIRs) with the Federal Highway Administration (FHWA) for multiple jurisdictions throughout the Miami-Dade County area, which totaled more than \$8 million in federal disaster aid. She assisted with the development of FEMA public assistance and Federal Highway Administration (FHWA) emergency relief training materials for FDOT and other local government applicants. She also delivered training to more than 3,000 representatives.

Florida Division of Emergency Management (2006-2008)

Valarie served as a PAC for FDEM, and was responsible for recovery efforts in Miami-Dade County, which included 218 municipal and private non-profit organizations applying for more than \$560 million in federal funds. She oversaw the PA program activities for six State of Florida declared disasters, which impacted the Miami metro area in 2004 and 2005.

Areas of Expertise

Project Management, Public Assistance, Grants Management, Appeals, Closeout, Debris Planning, Training, Procurement Compliance

Registrations, Certifications & Training

FEMA IS-008, IS-056, IS-100, IS-156, IS-200, IS-253, IS-279, IS-300, IS-318, IS-340, IS-386, IS-393, IS-400, IS-403, IS-547, IS-613, IS-631, IS-632, IS-700, IS-800, IS-801, IS-803

FEMA Classroom Training: Operations I, Cost Estimating Format, G-202 Debris Management

Registered Professional Engineer, Florida and Georgia

Education

M.S. Engineering, Structures, B.S., Civil Engineering, University of Florida

Year Joined Witt O'Brien's

2006

Base Location

Fort Lauderdale, Florida

Qualification and Experience	Total Years	Staff Level	Specific Sample Project Experience
1) FEMA PA Program	12.5	Mid-Level, Senior	Florida DOT, Miami-Dade County, School Board of Broward Cty, Cities of Miami, Baltimore, Coral Springs, Pompano Beach, Richland County Schools, Seminole Tribe of Florida, Towns of Davie and Ponce Inlet, Plus more as FEMA TAC and State PAC for Florida DEM
2) New PA Delivery Model	0.5	Senior	City of Savannah
3) Transit/transport entities	5	Senior	Florida Department of Transportation
4) Coastal infrastructure	1	Mid-Level	Miami-Dade County, City of Miami
5) Insurance and FEMA PWs	6	Senior	School Board of Broward County
6) FEMA EHP issues;	2	Senior	City of Coral Gables, City of Savannah
7) Discrepancies in eligibility of PA costs	12.5	Mid-Level, Senior	State of Florida Division of Emergency Management, School Board of Broward County, City of Miami, Miami-Dade County, Florida Department of Transportation, Town of Davie, City of Pompano Beach, Town of Ponce Inlet and dozens more
8) Disaster close outs	8	Mid-Level, Senior	School Board of Broward County, City of Miami, Miami-Dade County, Florida Department of Transportation, City of Coral Springs, City of Pompano Beach, Borough of Allendale, plus more
9) Writing skills/experience	20	Mid-Level, Senior	School Board of Broward County, Cities of Pompano Beach, Orlando, Coral Springs, Miami-Dade County and dozens of clients as a structural engineer and 7 yrs as a proposal writer
10) Oral presentation skills	10	Mid-Level, Senior	Florida Department of Transportation, Volusia County, City of Coral Springs, Town of Davie, City of Pompano Beach, City of Delray Beach
11) Meetings/ discussions, large groups	10	Mid-Level, Senior	Miami-Dade County, City of Coral Gables, City of Miami

Qualifications Profile - Public Assistance Specialist II

Ralph Lawrence has eleven years of experience in FEMA's Public Assistance Grant Program, including the Sandy Relief and Improvement Act and FEMA Pilot Program. Ralph was responsible for the development and oversight of one of the largest 406 mitigation projects in FEMA history at the Passaic Valley Sewerage Commission following Hurricane Sandy.

Ralph has assisted many state governments with all areas of the FEMA PA Grant Programs—from initial preparation of project worksheets and reimbursement requests through the final closeout process—and is experienced in providing technical assistance to states, cities, counties, school districts, and non-for-profit organizations.

Prior to joining Witt O'Brien's, Ralph served in numerous positions for the State of Florida Division of Emergency Management.

Relevant Project Experience

State of New Jersey

Ralph was the Recovery Project Manager for Hurricane Sandy in the State of New Jersey. For this \$2 billion disaster, he was responsible for managing and overseeing more than 40 staff members, as well as maintaining the position of technical and subject matter expert. New Jersey and its applicants received an additional \$800 million in obligated funding from FEMA that was initially deemed ineligible.

State of Indiana Department of Homeland Security

Ralph served as the State's PA Coordinator and Project Manager for four state primary agency committees and oversaw project writing for all categories of work.

State of Iowa Homeland Security and Emergency Management

Ralph worked as a State Public Assistance Coordinator during the Recovery from the 2008 Floods. Ralph also conducted kickoff meetings, briefings and exit briefings.

Areas of Expertise

Disaster Recovery, Disaster Response, Public Assistance, 406 Hazard Mitigation, Project Management, Staff Management, Special Considerations,

Registrations, Certifications & Training

FEMA IS-003, IS-010, IS-030.a, IS-100.b, IS-100.HC.b, IS-120.a, IS-130, IS-139, IS-200.b, IS-200.HC.a, IS-208, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-288, IS-292, IS-301, IS-302, IS-324, IS-346, IS-393.1, IS-546.a, IS-547.a, IS-630, IS-632.a, IS-700.a, IS-701.a, IS-800.b, IS-805, IS-808, IS-814, IS-860.c, IS-1900

MB-3 system

FEMA's National Emergency Management Information System (NEMIS)

FEMA's Emergency Management Mission Integrated Environment (EMMIE)

NIMS-compliant

Education

Tate High School, Florida

Associates Degree, Accounting, Pensacola State College

Year Joined Witt O'Brien's
2009

Base Location

Fort Lauderdale, Florida

Qualification and Experience	Total Years	Staff Level	Specific Sample Project Experience
1) FEMA PA Program	11	Mid-Level Senior	State of Florida, State of Indiana, State of New Jersey, State of Vermont, Passaic Valley Sewerage Commission, Joplin School District, Escambia County Florida, City of Savannah.
2) New PA Delivery Model	1	Mid-Level	City of Savannah, GA.
3) Transit/ transport entities	11	Mid-Level Senior	Escambia County Road Dept, N.J. Transit Authority & N.J. Turnpike Authority.
4) Coastal infrastructure	11	Mid-Level Senior	Pensacola Beach Island Authority, Borough of Lavallette, Borough of Sea Bright, Borough of Belmar, Borough of Monmouth.
5) Insurance and FEMA PWs	11	Mid-Level Senior	Joplin School District, State of Indiana, State of New Jersey, City of Savannah.
6) FEMA EHP issues	11	Mid-Level Senior	City of Pensacola, Fl., Escambia County Fl., Joplin School District., City of Savannah, Pensacola Beach, Fl., State of Vermont., Passaic Valley Sewerage Commission.
7) Discrepancies in eligibility of PA costs	11	Mid-Level Senior	State of Florida, State of Indiana, State of New Jersey, State of Vermont, Passaic Valley Sewerage Commission, Joplin School District, Escambia County Florida, City of Savannah.
8) Disaster close outs;	11	Mid-Level Senior	State of Florida, State of Indiana, State of New Jersey, State of Vermont, Passaic Valley Sewerage Commission, Joplin School District, Escambia County Florida, City of Savannah.
9) Writing skills/experience	11	Mid-Level Senior	State of New Jersey, State of Vermont, State of Indiana, Columbus Regional Hospital, Joplin School District., Escambia County Fl., Pensacola Beach, Fl., Borough of Sea Bright.
10) Oral presentation skills	11	Mid-Level Senior	State of Florida D.O.T.
11) Meetings/ discussions, large groups	11	Mid-Level Senior	State of Florida, State of New Jersey, State of Vermont, State of Indiana, Columbus Regional Hospital, Joplin School Dist., Escambia County Fl., Pensacola Beach, Fl., Borough of Sea Bright.

Qualifications Profile - Public Assistance Specialist III

Since joining Witt O'Brien's, Shaletha Smith has worked as a Disaster Recovery Specialist focused on the State of Louisiana's recovery efforts as a Closeout Specialist. Her experience additionally includes working directly for the Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP), responsible for certifying that all recovery work was completed, appeals were resolved, and all eligible costs were reimbursed. In addition, she was responsible for closing projects and auditing reports by determining if each sub-grantee met eligibility requirements and documentation standards according to federal and state regulations. She also provided applicants with clear, accurate information regarding disaster recovery programs, and performed payment reconciliation to ensure accuracy and request refund for de-obligated funds.

Shaletha also developed, managed, negotiated, and awarded contracts, subcontracts, and agreements awarded to vendors. She developed acquisition plans and maintained acquisition databases, tracked contractual requirements, and monitored deliverables. She was responsible for ensuring the accountability of all sub-grantees and that they meet all applicable grant requirements, and for performing detailed analysis of bids and proposals received from vendors, contractors, and subcontractors. In addition, she prepared and processed all related documentation for Public Assistance (PA) grants in accordance with applicable regulations, rules, policies, and procedures.

Relevant Project Experience

State of New Jersey

Shaletha was responsible validating and verifying funding authorizations and expenditures by analyzing financial reports for accuracy and determinations of potential obligations or de-obligations of federal funding. As a Closeout Specialist, she conducted final reviews of all submitted invoices, contracts, procurement packages, and other closeout documentation. She prepared and recommended final grant versions before closeout, and advised applicants of grant management and audit requirements, as described in Federal regulations. She monitored and maintained allowable grant costs as submitted by applicants, and provided weekly reports of closeout activities and final inspection reports submitted to FEMA.

Prior to joining Witt O'Brien's, Shaletha had the following experience:

Louisiana Governor's Office of Homeland Security & Emergency Preparedness

Shaletha was responsible for certifying that all recovery work was completed, appeals were resolved, and all eligible costs were reimbursed. In addition, she was responsible for closing projects and auditing reports by determining if each sub-grantee met eligibility requirements and documentation standards according to federal and state regulations. She also provided applicants with clear, accurate information regarding FEMA/State disaster recovery programs, and performed payment reconciliation to ensure accuracy and request refund for de-obligated funds.

Areas of Expertise

Disaster Recovery, Public Assistance, Grant Closeout, Audit, Project Monitoring, Financial Management

Registrations, Certifications & Training

FEMA IS-100, IS-120, IS-130, IS-200, IS-212.a, IS-230.d, IS-242.b, IS-253.a, IS-276, IS-324.a, IS-393.a, IS-403, IS-453, IS-552, IS-554, IS-559, IS-631, IS-634, IS-700, IS-703.a, IS-775, IS-800.a, IS-910.a, IS-1100, IS-1104, IS-1112

Education

Bachelor of Science, Business Administration / Accounting, Northwestern State University

Year Joined Witt O'Brien's

2014

Base Location

Plainsboro, New Jersey

Qualification and Experience	Total Years	Staff Level	Specific Sample Project Experience
1) FEMA PA Program	11	Support Mid-Level	State of New Jersey, State of Louisiana.
2) Transit/ transport entities	10	Support	State of Louisiana, New Orleans Regional Transit Authority.
3) Coastal infrastructure	2	Support	State of New Jersey.
4) Discrepancies in eligibility of PA costs	7	Support Mid-Level	State of Louisiana, State of New Jersey.
5) Disaster close outs;	6	Support Mid-Level	State of Louisiana, State of New Jersey.
6) Writing skills/experience	15	Support	State of Louisiana.
7) Oral presentation skills	15	Support	State of Louisiana.
8) Meetings/ discussions, large groups	15	Support	State of Louisiana.

Qualifications Profile - Hazard Mitigation Specialist I

Kelly George, CFM is a nationally recognized hazard mitigation and hazard mitigation planning expert, with more than 15 years of hazard mitigation planning, grants management, project and application development, and project management experience. She brings a broad management perspective to clients and projects, having worked for and with various levels of government and non-profit organizations. Kelly specializes in the development of large, complex mitigation projects and applications, often with multiple funding sources. She is adept at project planning, grant source integration, staff management, and timeline management.

Kelly has provided her expertise to a wide range of clients, from states to local governments to universities to the public sector. She is skilled at consensus and partnership building, and is a skilled negotiator.

Prior to joining Witt O'Brien's, Kelly was a Disaster Assistance Employee (DAE) for FEMA Region IV (Atlanta).

Relevant Project Experience

Louisiana Governor's Office of Homeland Security and Emergency Preparedness

Kelly served as GOHSEP's safe room expert, provided project and application development and project implementation guidance to applicants throughout the State of Louisiana. She provided programmatic guidance and advice regarding all aspects of program delivery and implementation to both GOHSEP and to their applicants, as well as managed Witt O'Brien's hazard mitigation team. In addition, Kelly was also the mitigation team lead, responsible for a staff of six technical experts, including benefit-cost analysis staff.

North Dakota Department of Emergency Services

Kelly served as Project Manager and Subject Matter Expert for a recovery efforts following extensive flooding throughout North Dakota in 2011. She was responsible for a diverse staff, including Hazard Mitigation Grant Program (HMGP) specialists, Community Development Block Grant (CDBG) specialists, Public Assistance (PA) specialists, and appeals staff.

State of Iowa

Kelly served as the Hazard Mitigation Program Advisor and trainer for the Iowa Department of Homeland Security and Emergency Management (HLSEM) in 2008.

Areas of Expertise

Hazard Mitigation; Hazard Mitigation Planning; Grants Management; Public Speaking; Training; Exercises; Project Development; Application Development; Project Management; Technical Writing; Strategic Advising

Registrations, Certifications & Training (partial list)

IS-630, IS-632, IS-650, IS-660, IS-662, IS-700, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-805, IS-806, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-814, IS-820, IS-821, IS-860.a, IS-870, IS-2900

FEMA Classroom Training: L-253 (Coordinating EHP Compliance), L-701 (Basic Grants Management), L-727 (Implementing EO 11988), L-761 (Planning Modules), L-778 (Middle Manager Training),

FEMA Professional Development Series Certificate

Certified Federal Grants Manager, Grants Management Certification – Federal Track (MCI)

Certified Floodplain Manager (CFM), Association of State Floodplain Managers

Certified Disaster Services Instructor, American Red Cross

Education

Master of Public Administration/Emergency Management, Jacksonville State University

Bachelor of Arts, English, University of Memphis

Year Joined Witt O'Brien's
2009

Base Location

Fort Lauderdale, Florida

Qualification and Experience	Total Years	Staff Level	Specific Sample Project Experience
1) FEMA PA Program	5	Support	GOHSEP, Lafayette Parish School System, North Dakota DES
2) FEMA EHP issues	13	Mid-Level	Iowa, Galveston, UTMB, GOHSEP, Savannah, Fernandina Beach, Abbeville General Hospital
3) Writing skills/experience	20	Senior	American Red Cross, FEMA, Harding County, Ward County NOVA, U Minn, Jefferson County, Auburn University, Virginia Department of Emergency Management
4) Oral presentation skills	20	Senior	American Red Cross, FEMA, Harding County, Ward County NOVA, U Minn, Jefferson County, Auburn University, Virginia Department of Emergency Management
5) Meetings/ discussions, large groups	20	Senior	American Red Cross, FEMA, Harding County, Ward County NOVA, U Minn, Jefferson County, Auburn University, Virginia Department of Emergency Management

Qualifications Profile - Insurance Specialist II

Ryan Kappes is a senior disaster recovery specialist for Witt O'Brien's with 12 years of experience and specialized skills in long-term recovery. Since 2004, he has specialized in FEMA Public Assistance (PA), FEMA Individual Assistance (IA), and other Federal programs, as well as response and recovery operations, policies, and procedures. Ryan has worked on 23 declared disasters, served as Technical Assistance Contractor (TAC) to FEMA for nine declared disasters, served as a FEMA PA Project Officer, Project Lead, Insurance Specialist, and Temporary Facilities Specialist and helped applicants receive reimbursement of more than \$300 million in FEMA grant funding.

Ryan assisted the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) as a State Applicant Liaison for more than five years.

He worked two years with the State of New Jersey as a State Applicant Liaison and a closeout specialist. Because of his previous disaster experience, he was also assigned to the Port Authority of New York and New Jersey. Ryan was initially assigned to assist with the recovery efforts of Hurricane Sandy, but was quickly reassigned to more than 10 other Presidentially Declared Disasters.

Relevant Project Experience

State of New Jersey

Ryan served as State Applicant Liaison for five counties and more than 150 sub-grantees, including the Port Authority of New York and New Jersey. He performed state Quality Assurance/Quality Control reviews for project worksheets, ensured all applicants received payments from the grantee, served as subject matter expert on behalf of State Representatives to support applicants in the PA Program, and performed duties as a closeout specialist for Monmouth, Ocean, Sussex, and Warren counties.

Louisiana Governor's Office of Homeland Security and Emergency Preparedness

Ryan spearheaded the work with Louisiana's Southern Parishes and managed, coordinated, and directed teams of recovery experts in the greater New Orleans area to achieve the clients' objectives. He prepared and oversaw detailed management reports and recommend staffing requirements to ensure targeted goals. He also assisted management with monitoring a cadre of contractors, requirements and responsibilities and consulted with FEMA upper management for complex issues and potential resolutions. He teamed with State Applicant Liaisons for Orleans, St. Bernard, Jefferson, and Plaquemines Parishes and was directly responsible for the recovery efforts of the City of New Orleans. He reported weekly to State management, and consulted with other State governmental agencies as requested by the State of Louisiana. As the lead disaster recovery specialist for the Western Parishes of Louisiana, Ryan managed recovery efforts of the 13 parishes for Hurricanes Humberto and Gustav. He also resolved highly complex and programmatic issues.

Areas of Expertise

Disaster Recovery, Insurance Reviews, Public Assistance, Individual Assistance, Hazard Mitigation, Temporary Housing

Registrations, Certifications & Training

FEMA IS-001, IS-003, IS-005.a, IS-007, IS-015.a, IS-55, IS-100.a, IS-100HC, IS-120.a, IS-139, IS-197.SP, IS-200.a, IS-200HC, IS-208, IS-235, IS-240, IS-241, IS-242, IS-244, IS-250, IS-271, IS-275, IS-292, IS-317, IS-362, IS-393.a, IS-546, IS-547, IS-630, IS-700.a, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-805, IS-806, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-814, IS-1900

FEMA Classroom Training: Public Assistance Operations 1 and 2, CEF Training

Licensed Insurance Adjuster, Texas

Certificate in Emergency Management - Frederick Community College

Texas State Technical College - Instrumentation

Wardlaw Claims - All-lines Insurance Adjuster

Del Mar Community College - Certificate for Professional Home Inspector

Education

Baylor University, Bachelor of Business Administration - Business Management

Year Joined Witt O'Brien's
2008

Base Location

Washington, DC

Qualification and Experience	Total Years	Staff Level	Specific Sample Project Experience
1) FEMA PA Program	13	Mid-Level	State of Louisiana, City of New Orleans, State of New Jersey
2) New PA Delivery Model	0.5	Mid-Level	City of Fernandina Beach, FL
3) Transit/ transport entities	3	Mid-Level	Port Authority of New York and New Jersey-Airports, Port Authority of New Orleans, New Orleans Transit Authority
4) Coastal infrastructure	13	Mid-Level	State of Louisiana, Cameron Parish, FL, City of Fernandina Beach, FL
5) Insurance and FEMA PWs	5	Support	St. Lucie County, FL
6) Discrepancies in eligibility of PA costs	13	Mid-Level	State of Louisiana, City of New Orleans, State of New Jersey
7) Disaster close outs	3	Mid-Level	State of New Jersey
8) Writing skills/experience	4	Mid-Level	FEMA
9) Oral presentation skills	7	Mid-Level	State of Louisiana, City of New Orleans
10) Meetings/ discussions, large groups	13	Mid-Level	State of Louisiana, City of New Orleans

Qualifications Profile - Closeout Specialist III

Dan Kennedy is a Senior Disaster Recovery Specialist for Witt O'Brien's and is an expert in FEMA's Public Assistance (PA) Program. Dan has an in-depth and nuanced understanding of the PA process. He was involved in Louisiana's efforts to recover from Hurricanes Katrina, Rita, Gustav and Ike. Dan served as a Project Officer and Public Assistance Coordinator (PAC); he assisted applicants in resolving disaster-related needs. Dan served as the leader of a PA Task Force during the recovery from Hurricanes Gustav and Ike. The Task Force was deployed to Louisiana's 13 Southwestern Parishes, and was responsible for addressing any issues arising from the hurricanes, as well as any issues left over from Hurricanes Katrina and Rita. As the leader of the task force, Dan conducted kickoff meetings with representatives from local governments, non-profits, and the private sector.

Relevant Project Experience

State of New Jersey

Dan served as a Recovery Specialist, assisting Union County (New Jersey) with the closeout of 82 large projects related to Hurricane Sandy. He was responsible for documenting eligible costs and payment, for reconciling discrepancies, and for preparation of closeout packages.

Louisiana Governor's Office of Homeland Security and Emergency Preparedness

Dan served as a Problem Resolution Officer, where he assisted 25 State Applicant Liaisons (SALs) with the resolution of critical issues within the PA Program. He mentored 20 SALs by providing policy and regulation guidance, and developed/delivered training as needed. He prepared position papers as requested by GOHSEP, and worked closely with the State, FEMA, and applicants to resolve problems and issues.

Dan worked with the State of Louisiana's largest applicant – the Louisiana Department of Administration's Office of Facility Planning & Control (FP&C) - with the processing of more than 3,000 Project Worksheets (PWs). He worked with the State's Office of Risk Management in processing the single largest claim under Hurricane Gustav, which involved the obligation of more than 100 sites of temporary and permanent work.

Dan worked extensively with GOHSEP's PW and grant tracking system, LAPA. He assisted in the development of the Joint Version Tracker, a management tool that allowed the applicant, State, and FEMA to track versions of PWs throughout the process. Dan worked with technical teams to develop processes to assist with Statewide issues.

Areas of Expertise

Disaster Recovery, Closeout Specialist, Problem Resolution, Staff Management, Public Assistance, NEMIS, EMMIE

Registrations, Certifications & Training

FEMA IS-100
FEMA Classroom Training: PA Project Specialist, PA Crew Leader, PA Task Force Leader, PW Development, PA Cost Estimating Format (CEF), Performing PDAs, Introduction to Public Assistance, Introduction to Environmental and Historic Preservation Compliance, Introduction to Hazard Mitigation, Introduction to Benefit-Costs Analysis, Using Substantial Damage Claims

FEMA's National Emergency Management Information Management System (NEMIS)

FEMA's Emergency Management Mission Integrated Environment (EMMIE)

Bilingual: Spanish

Year Joined Witt O'Brien's
2011

Base Location
Plainsboro, New Jersey

Qualification and Experience	Total Years	Staff Level	Specific Sample Project Experience
1) FEMA PA Program	12	Junior Mid-Level	State of Louisiana, State of New Jersey.
2) Transit/ transport entities	12	Junior Mid-Level	State of Louisiana.
3) Coastal infrastructure	12	Junior Mid-Level	City of Lake Charles, LA, State of New Jersey.
4) Insurance and FEMA PWs	7	Mid-Level	State of Louisiana, State of New Jersey
5) FEMA EHP issues	10	Mid-Level	Rockaway Valley Regional Sewage Authority, NJ, Calcasieu Parish, LA.
6) Discrepancies in eligibility of PA costs	12	Mid-Level	State of Louisiana.
7) Disaster close outs	2	Mid-Level	State of New Jersey.
8) Writing skills/experience	12	Junior Support Mid-Level	State of Louisiana, State of New Jersey.
9) Oral presentation skills	10	Mid-Level	State of Louisiana.
10) Meetings/ discussions, large groups	10	Mid-Level	State of Louisiana.

Qualifications Profile - Appeals Specialist

William has over 14 years of experience as a Disaster Recovery Specialist, and has worked on many different disasters across several states. He is an expert on appeals and arbitrations, and works on behalf of applicants in obtaining favorable determinations on FEMA projects.

William was instrumental in the successful arbitration of the Charity Hospital project in New Orleans, Louisiana. The hospital was heavily damaged by Hurricane Katrina, and portions of the damage documents by the State of Louisiana were denied by FEMA. William worked extensively with the law firm retained to handle the arbitration, which ultimately awarded \$474.8 million dollars to the State of Louisiana.

Prior to joining Witt O'Brien's, William practiced law and was Senior Vice President, General Counsel, Secretary to Remington Companies, Secretary and General Counsel for Gates Learjet Corporation, Department Head of the Federal Deposit Insurance Corporation, and Assistant Counsel to several other privately held companies.

Relevant Project Experience

Louisiana Governor's Office of Homeland Security and Emergency Preparedness

William served GOHSEP under the Legal Division as Senior Disaster Recovery Specialist, and developed and authored numerous primary and secondary appeals on behalf of various state and local governments, special districts, and eligible non-profit corporations that were denied assistance under FEMA's Public Assistance (PA) Program. He provided legal and technical assistance to management regarding issues associated with GOHSEP's Hazard Mitigation Grant Program (HMGP). William researched, developed, and authored numerous white papers on compliance with federal laws and regulations, R.S. Means Costs and Calculations, the Louisiana Department of Insurance, and the State Licensing Board for Contractors. He worked with various FEMA staff, GOHSEP personnel and management, state and local governments, and state agencies to identify specific issues and develop resolutions. He was effective in assisting state officials in developing messages for policies.

William also served as a PA Project Officer, responsible for writing PWs, assessing damages, and providing technical assistance to local governments in Orleans Parish, Louisiana and the State of Florida.

Areas of Expertise

General Law, Hazard Mitigation, Public Assistance, Appeals, Arbitration, Strategic Advising, Policy Guidance, Regulatory Compliance

Registrations, Certifications & Training

FEMA IS-001, IS-100, IS-200, IS-202, IS-630, IS-632, IS-700, IS-800

FEMA Classroom Training:
Preliminary Damage Assessments

Education

Juris Doctorate, University of Nebraska

Master of Science, Finance, Administrative Leadership, University of Oklahoma

Bachelor of Arts, Marketing and Economics, University of Iowa
Parsons College

Year Joined Witt O'Brien's
2010

Base Location

Slidell, Louisiana

Qualification and Experience	Total Years	Staff Level	Specific Sample Project Experience
1) FEMA PA Program	17	Senior	Oklahoma Dept. Emergency Management, Orlando Diocese, State of Louisiana, City of New Orleans, Diocese of Springfield, MA, State of Vermont, ND Regional Electric Cooperative Association, State of Iowa
2) New PA Delivery Model	2	Senior	State of Iowa
3) Transit/ transport entities	12	Senior	State of Louisiana, State of Virginia DOTs, City of New Orleans, City of Richmond
4) Coastal infrastructure	11	Senior	State of Louisiana
5) Insurance and FEMA PWs	13	Senior	State of Louisiana, State of New Jersey
6) FEMA EHP issues	12	Senior	Louisiana
7) Discrepancies in eligibility of PA costs	17	Senior	State of Louisiana, Diocese of Springfield, MA, State of Vermont, State of Iowa, ND Regional Electric Cooperative Association, State of NJ
8) Disaster close outs;	3	Senior	City of Orlando and Broward Schools and City of Pompano Beach.
9) Writing skills/experience	40	Senior	State of Louisiana, Diocese of Springfield, MA, State of Vermont, State of Iowa, ND Regional Electric Cooperative Association, State of NJ
10) Oral presentation skills	40	Senior	ND Regional Electric Cooperative Association
11) Meetings/ discussions, large groups	17	Senior	State of Louisiana, Diocese of Springfield, MA, State of Vermont, State of Iowa, ND Regional Electric Cooperative Association, State of NJ

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-170
Agreement Approval - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-170

SYNOPSIS: The City of Fernandina Beach, Florida, (City) through its Utilities Department routinely enters into various deeds of sale with the Florida Department of Transportation (FDOT) for the purchase of various parcels of land owned by the State of Florida.

FDOT proposes improvements to SR 200 between Amelia River and Centre Street. Work will include raising manholes and curbs.

City staff wishes to provide FDOT evidence its staff has been authorized by the City Commission to approve and execute the deed of sale.

FDOT proposes improvements to SR 200 between Amelia River and Centre Street. Work will include raising manholes and curbs.

FISCAL IMPACT: Funds have been budgeted and are available in Wastewater Contractual Expense Account, 450-53400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt proposed Resolution 2017-170.

John Mandrick, Utilities Director	10/20/2017
Nicole Bednar, Administrative Services Manager	10/20/2017
Dale Martin, City Manager	10/26/2017
Patti Clifford, Comptroller	10/26/2017
Tammi E. Bach, City Attorney	10/27/2017
Katie Newton, Legal Assistant	10/30/2017

Date: October 19, 2017

Submitted By: Alice Gizzo, Administrative Specialist

COMMISSION ACTION: Adopt

RESOLUTION 2017-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING EXECUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach, Florida (City), through its Utilities Department routinely enters into various deeds, easements, agreements, licenses, and permits, or other agreements related to any services, facilities or usage of properties and rights-of-way owned by the Florida Department of Transportation (FDOT); and

WHEREAS, City wishes to provide to FDOT evidence its staff has been authorized by the City Commission to approve and execute such deeds, agreements, licenses, permits or other agreements on behalf of the City.

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

SECTION 1. The City Commission hereby approves the Utility Work by Highway Contractor Agreement, attached hereto as Exhibit "A", between the City of Fernandina Beach and the Florida Department of Transportation (FDOT).

SECTION 2. When standardized documents which have been approved by the City Attorney as to form and legality are used, or when an agreement does not subject City to any obligation except the obligation to pay the liquidated agreement amount, the City Manager and City Clerk are hereby authorized to execute deeds, easements, agreements, licenses, permits and other agreements related to any services, facilities or usage of properties and rights-of-way owned by the FDOT costing no more than \$20,000.

SECTION 3. When non-standardized documents are used, or when a document requires City to perform work or assume an obligation in addition to the obligation to pay the liquidated agreement amount, the City Manager and City Clerk are hereby authorized to execute deeds, easements, agreements, licenses, permits, and other agreements related to any services, facilities or usage of properties and rights-of-way owned by the FDOT, costing no more than \$20,000 and subject to review by the City Attorney as to form and legality.

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

ADOPTED this 8th day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
 (LUMP SUM)

Form No. 710-010-57
 UTILITIES
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Financial Project ID: 436160-1-52-01	Federal Project ID: N/A
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Nassau	State Road No.: 200
District Document No: 1	
Utility Agency/Owner (UAO): City of Fernandina Beach	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT," and **City of Fernandina Beach**, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as 436160-1-52-01, State Road No. 200, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the **FDOT** will perform the Utility Work as part of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Performance of Utility Work

- a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.
- b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

2. Cost of Utility Work

- a. The **UAO** will, at least Thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of \$ 15,730.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
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- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its

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officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to

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the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

John Mandrick
City of Fernandina Beach
1180 South 5 th Street
Fernandina Beach, FL 32034

If to the **FDOT**:

John P. McCarthy
Florida Department of Transportation
1109 S. Marion Ave. - MS 2024
Lake City, FL 32025

7. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Fernandina Beach

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

DATE: _____

(Typed Name: Robert L. Parks)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CORPORATE RESOLUTION, DELEGATION,
AND SPECIAL POWER OF ATTORNEY**

710-010-50
UTILITIES
10/04

NOW, THEREFORE, BE IT RESOLVED BY _____, HEREINAFTER REFERRED TO AS THE “UAO”, THAT:

1. The positions, the title of which appears in the chart below, are hereby delegated the authority, and the persons, the name of whom appears in the chart below, are hereby appointed as attorney-in-fact for the **UAO**, to approve and execute on behalf of and in the name of the **UAO**, any specified document type listed in the chart below next to that position or person between the **UAO** and the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the **FDOT**) and all other documents, agreements and instruments which are necessary in connection with the document type specified. In the event that All is checked or specified, there shall be no limitation on the authority of that position or person to approve and execute documents between the **UAO** and the **FDOT**.
2. This delegation and appointment shall remain in full force and effect, and the **FDOT** shall be entitled to rely upon this delegation and appointment, until written notice of the modification, rescission, or revocation of this delegation and appointment, in whole or in part, in the form of a corporate resolution, has been actually delivered to the State Utility Engineer of the **FDOT** at its central office in Tallahassee, Florida, with copies to the District Utility Engineer of each District of the **FDOT**. No such modification, rescission, or revocation shall, in any event, be effective with respect to any documents executed or actions taken pursuant to this delegation and appointment prior to the actual delivery of written notice of such modification, rescission, or revocation to the **FDOT** as specified above.
3. This delegation and appointment shall not be exclusive and shall not be deemed to limit the authority of any other position or person which may otherwise have authority for the **UAO**.

Name of Representative (If by NAME Please Type or Print approved names)	Title of Representative (If by TITLE Please Type or Print approved titles)	Approved to Sign (Please check or specify type)	
		All	Specified Document Type
Dale L. Martin	City Manager	☒	
		☐	
		☐	
		☐	
		☐	
		☐	
		☐	
		☐	
		☐	
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		☐	
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		☐	
		☐	
		☐	

710-010-50
UTILITIES
10/04

ON MOTION of _____, seconded by _____, the above resolution was introduced and passed by the **UAO** on the _____ day of _____, year of _____.

DATE:

DATE:

DATE:

DATE:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-171
Final Plat Approval - Dunes of Amelia, Phase Two

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-171

SYNOPSIS: The Dunes of Amelia subdivision includes a total of 123 single family home sites. Phase I included seventy-one home sites, which have been sold and are currently under construction. Under Phase II, the remaining fifty-two home sites contain dimensions which are 55 ft. x 120 ft. with six slightly larger cul-de-sac lots on the northern end of Turtle Shores Drive. The City approved the preliminary plat which included a phased approach to the development of the subdivision in May 2014, via Resolution 2014-56.

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

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-171.

Marshall McCrary, Community Development Director	10/23/2017
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Dale Martin, City Manager	10/26/2017
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Patti Clifford, Comptroller	10/26/2017
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Tammi E. Bach, City Attorney	10/27/2017
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Date: October 19, 2017

Submitted By: Kelly Gibson, Senior Planner

COMMISSION ACTION: Adopt

RESOLUTION 2017-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT, PAB CASE 2017-10 TITLED “DUNES OF AMELIA, PHASE TWO”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Parkway Dunes, LLC has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled “Dunes of Amelia, Phase Two”; and

WHEREAS, the Dunes of Amelia, Phase Two, includes the creation of fifty-two lots for single family home sites as consistent with the Preliminary Plat approval granted under Resolution 2014-56; and

WHEREAS, the Technical Review Committee has reviewed the preliminary plat and issued a Local Development Order under SPR 2013-03 in April, 2014; and

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

WHEREAS, on October 11, 2017, the Planning Advisory Board reviewed the final plat and issued a recommendation of approval.

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

SECTION 1. The plat titled “Dunes of Amelia, Phase Two,” is hereby accepted and approved as a final plat.

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

ADOPTED this 8th day of November, 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



STAFF REPORT
PAB 2017- 10 (Final Plat)
Planning Advisory Board Hearing
October 11, 2017

APPLICATION FOR FINAL PLAT
DUNES OF AMELIA – PHASE II

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Parkway Dunes, LLC				
AGENT:	Manzie and Drake Land Surveying, Inc				
REQUESTED ACTION:	Final Plat 52 Single Family Homes				
LOCATION:	Amelia Island Parkway				
CURRENT ZONING:	RLM				
CURRENT LAND USE:	Medium Density Residential				
EXISTING USES ON SITE:	Subdivision Site Improvements as approved by Resolution 2014-56				
PROPERTY SIZE:	13.67 Acres (Parcel #:00-00-30-044B-0058-0000, 00-00-30-044B-0059-0000, 00-00-30-044B-0079-0000, 00-00-30-044B-0083-0000)				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Homes	Varies	NC RS-2	NC Medium Density Residential
	South	Single Family Homes	Varies	NC RS-2	NC Medium Density Residential
	East	Single Family Homes	2016-2017	RLM	Medium Density Residential
	West	Single Family Homes/Riverbend Subdivision	Vacant lots	R-3	High Density Residential

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

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting approval of a Final Plat for property located on the east side of Amelia Island Parkway to complete Phase II of a subdivision called "Dunes of Amelia." The Dunes of Amelia subdivision includes a total of 123 single family home sites. Phase I included 71 home sites, which have been sold and are currently under construction. Under Phase II, the remaining 52 home sites contain dimensions which are 55 ft. x 120 ft. with six (6) slightly larger cul-de-sac lots on the northern end of Turtle Shores Drive. There are no common amenities beyond the required stormwater management ponds, landscaped entries, and signage associated with the development. Primary access to the subdivision is located off of Amelia Island Parkway through Hirth Road with a secondary access from Bailey Road. The internal streets will become public right-of-way and maintained by the City.

The City annexed the property in January 2014 under ordinance 2013-38 and applied a future land use category and zoning district of Medium Density Residential (MDR)/ RLM (Reference: ordinances 2013-39 and 2013-40). The Technical Review Committee reviewed and approved the preliminary plat and engineering plans under SPR 2013-03 and issued a local development order approving the subdivision plans in April 2014. The City approved the preliminary plat which included a phased approach to the development of the subdivision in May 2014 through Resolution 2014-56. Phase I Final Plat was approved by Resolution in September 2014 (Reference: resolution 2014-129).



STAFF REPORT
PAB 2017- 10 (Final Plat)
Planning Advisory Board Hearing
October 11, 2017

Subdivision terms/process:

A preliminary plat (also known as a site plan or engineering plan) provides for a complete review of the technical data and engineering drawings associated with the construction of roads and installation of utilities and stormwater facilities. The Preliminary Plat is submitted for review and approval. Upon approval, the developer is authorized to move forward with the installation of improvements necessary to support the development (clearing/grading, roads, water, sewer, stormwater, etc.). Once the improvements are completed, inspected and accepted by the City, the Final Plat is submitted for review and approval; the developer may then convey lots and vertical construction can begin. The City's Technical Review Committee (TRC) provided a Local Development Order to approve the subdivision in February 2014. At this time, the developer is working towards finalizing all necessary infrastructure improvements to support Phase II of the subdivision.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

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

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed at the time of the preliminary plat approval. At the final build-out of 123-dwelling units, the density of the entire site is 5.57 units per acre (6 dwelling units per acre is the maximum allowable density under the RLM zoning district).

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

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

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. No leapfrog development is occurring. The development is accessed through Nassau County improved and maintained roadways. In order to support reduced vehicle miles traveled, the developer provided a sidewalk along Bailey Road with pedestrian crossings on both Bailey Road and Amelia Island Parkway. The two (2) entrances provided ensure connectivity to the entire roadway system.

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

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)



STAFF REPORT
PAB 2017- 10 (Final Plat)
Planning Advisory Board Hearing
October 11, 2017

Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	See Policy 4.02.01
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

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

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

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

- A. A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.**
- B. In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:**
 - 1. The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.**
 - 2. The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.**
 - 3. The proposed name of the subdivision.**
 - 4. Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.**
 - 5. All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.**



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

The applicant has complied with the subdivision requirements of the Land Development Code. The Final Plat has been reviewed for technical completeness by the Technical Review Committee.

CONCLUSION:

The requested Final Plat is consistent with the City's Comprehensive Plan and the Land Development Code. Based on the findings of the Technical Review Committee and planning staff's review of the application, staff recommends approval of the Final Plat. Staff notes that updates to the signature boxes are necessary to reflect City of Fernandina Beach (instead of Nassau County). This is an update that can occur prior to the final plat recording.

Following the recommendation of the Planning Advisory Board (PAB), the Final Plat will move forward to the City Commission in the form of a Resolution.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2017-10 to the City Commission requesting that a Final Plat for Phase II of the Dunes of Amelia subdivision be **(approved or denied)** and that PAB case 2017-10, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

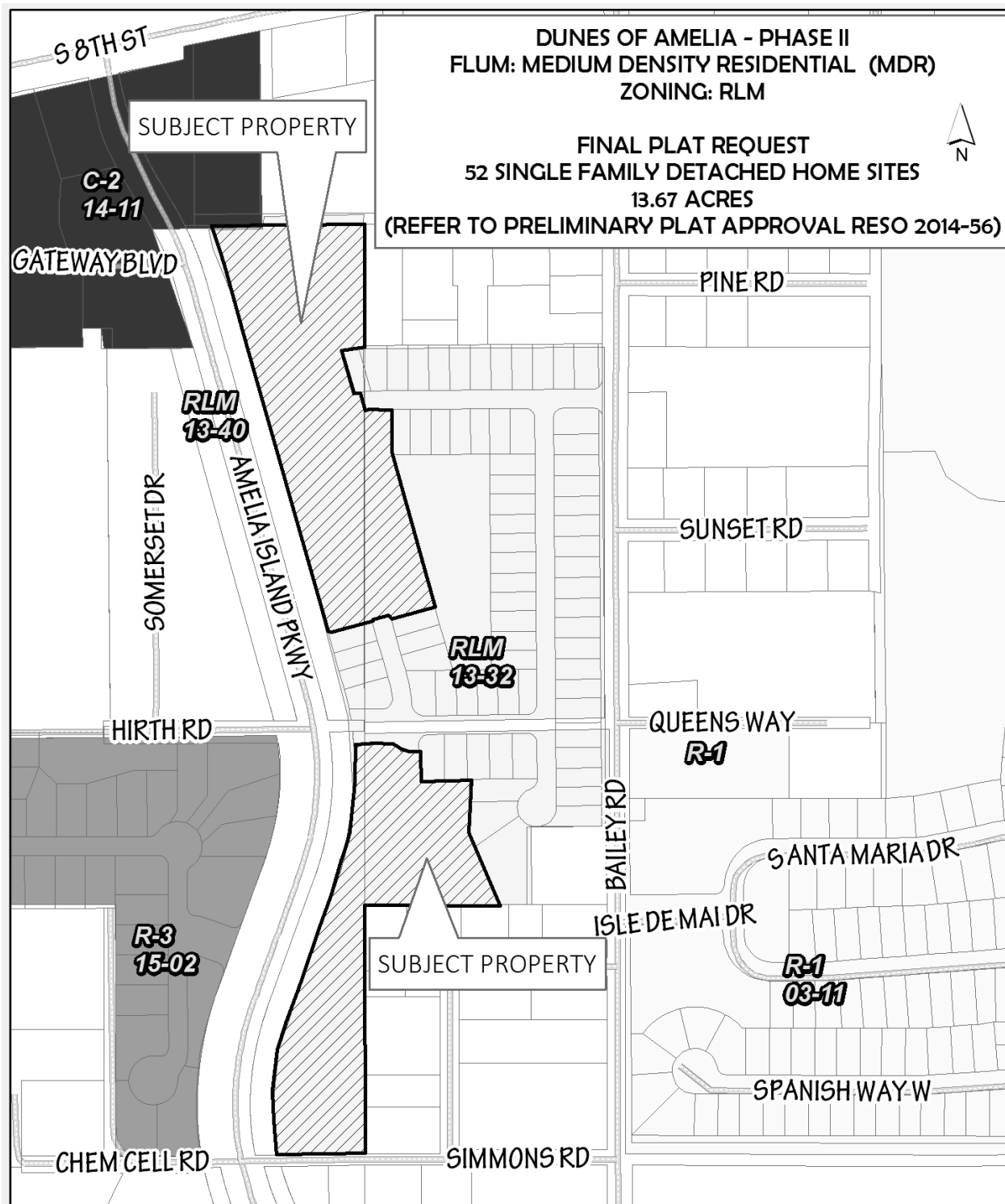
Submitted by:

A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Planning Manager



STAFF REPORT
PAB 2017- 10 (Final Plat)
Planning Advisory Board Hearing
October 11, 2017



OFFICE USE ONLY

REC'D: 9/5/17 BY: B
 PAYMENT: \$ 850 TYPE: CK 1195
 APPLICATION #: 2017-000 1323
 CASE #: _____
 BOARD MEETING DATE: _____



PLANNING ADVISORY BOARD APPLICATION

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

APPLICANT INFORMATION

Owner Name: Parkway Punes, LLC
 Mailing Address: 414 OLD HARD Rd. Ste 502, FLEMING ISLAND, FL 32003
 Telephone: 904-264-6553 Fax: _____
 Email: rwood@wooddev.net

Agent Name: Manzie and Drake Land Surveying
 Mailing Address: 117 South 9th Street Fernandina Beach, FL 32034
 Telephone: 904-491-5700 Fax: 904-491-5777
 Email: mike@manzieanddrake.com

PROPERTY INFORMATION

Street Address: 125 Hirth Rd, "vacant" Hirth Rd, 2851 Bailey Rd "vacant" Bailey Rd
 Parcel Identification Number(s): 00-00-30-044B-0058-0000; 00-00-30-044B-0059-0000; 00-00-30-044B-0079-0000; 00-00-30-044B-0083-0000
 Lot Number: 58-61 Block Number: _____ Subdivision: Ocean Breeze FARMS
79-86
 Section: 5 Township: 2N Range: 28E

PROJECT INFORMATION

Total Number of Lots/Parcels: 52 lots, 1 tract

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 13.67 acres

Existing Zoning Classification: RLM

Existing Future Land Use Classification: RLM

Previous Planning/Zoning Approvals: Dunes of Amelia phase I
see resolution 2014-56

Description of Request:

subdividing property into 52 lots and 1
tract, being Phase II of existing Dunes of
Amelia Subdivision.

SIGNATURE/NOTARY

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

9/7/17
Date

Melanie Moore
Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

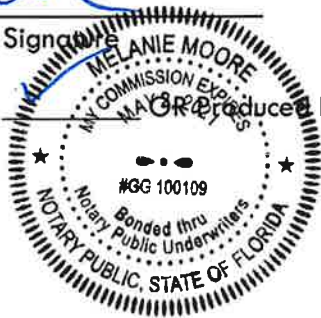
Subscribed and sworn to before me this 7 day of September, 2017.

Melanie Moore
Notary Public: Signature

Melanie Moore
Printed Name

5/2/21
My Commission Expires

Personally Known _____ Identification _____ ID Produced: _____





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I/WE Parkway Pines, LLC.
(print name of property owner(s))

hereby authorize: manzie & Drake Land Surveying
(print name of agent)

to represent me/us in processing an application for: Final Subdivision Plat
(type of application)

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

(Signature of owner)

Rick Wood
(Signature of owner)

(Print name of owner)

RICK WOOD
(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 8 day of August, 2017.

Sandra Spencer
Notary Public: Signature

Sandra Spencer
Printed Name

6/4/19
My Commission Expires

Personally Known ☒ OR Produced Identification ☐ ID Produced: ☐





PLANNING PAB

Revised 02-01-17

USE THIS FORM TO: Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

FEES: See below. Fees are payable upon application.

IMPORTANT NOTES: To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

KEY CONTACTS: The Planning Department will guide your application from start to finish, engaging other City departments or agencies as needed.

PLANNING ADVISORY BOARD APPLICATION FOR:

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

2017 Planning Advisory Board Meeting Schedule

Application Deadline (4:30pm)	Feb 6 2017	Mar 13 2017	Apr 10 2017	May 15 2017	Jun 12 2017	Jul 10 2017	Aug 14 2017	Sep 11 2017	Oct 6 2017	Nov 13 2017	Dec 11 2017	Jan 15 2018	Feb 12 2018	Mar 12 2018	Apr 9 2018
Meeting Date	Mar 8 2017	Apr 12 2017	May 10 2017	Jun 14 2017	Jul 12 2017	Aug 9 2017	Sep 13 2017	Oct 11 2017	Nov 7 2017	Dec 13 2017	Jan 10 2018	Feb 14 2018	Mar 14 2018	Apr 11 2018	May 9 2018

APPLICATION REQUIREMENTS PLANNING ADVISORY BOARD

APPLICATION CHECKLIST:

Submit all of the following information for a complete application, as applicable:

- ☐ A notarized application filed at least thirty (30) days before the date of the Planning Advisory Board's public hearing;
- ☐ A current survey of the property (no older than two years);
- ☐ A completed owner's authorization for agent form, if applicable;
- ☐ A detailed letter of intent stating the following:
 - The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.
 - A justification for the proposed amendment(s) or action(s).
- ☐ A map of the area indicating the proposed zoning district designation for the subject property. The map shall show the current zoning district designations and land use categories from the Future Land Use Map in the comprehensive plan for the subject property and all adjacent properties.

IMPORTANT NOTES AND REQUIREMENTS:

Please see additional Land Development Code (LDC) requirements for specific application types:

- ☐ **LDC Text Amendment** – see LDC Section 11.01.08.
- ☐ **Preliminary Subdivision Plat** – see LDC Section 11.01.05.
- ☒ **Final Subdivision Plat** – see LDC Section 11.01.05.
- ☐ **Zoning Map Changes** – see LDC section 11.01.07.

You will receive a staff report one week before your meeting.

STAFF CONTACT:

Kelly Gibson
Senior Planner
kgibson@fbfl.org
904.310.3135

September 6, 2017

Addressee: Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, Florida 32097

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of: Dunes of Amelia, Phase Two

In accordance with Section 177.041, Florida Statutes this will certify that Chicago Title Insurance Company has made a search of the Public Records of Nassau County, Florida, through August 22, 2017 at 8:00 AM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Parkway Dunes, LLC, a Florida limited liability company by virtue of those certain Trustees Deeds recorded in Official Records Book 1908, page 1177, and Official Records Book 1908, page 1192, of the public records of Nassau County, Florida.

The search has revealed the following:

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Ocean Breeze Farms, recorded in Plat Book 2, page 19.
2. Standard Developer's Agreement for Potable Water and Wastewater recorded May 8, 2014 in Official Records Book 1916, page 640.
3. Florida Public Utilities Company Agreements dated October 21, 2014 and recorded in Official Records Book 1962, page 1779 and Official Records Book 1962, page 1786.
4. Declaration of Covenants and Restrictions for Dunes of Amelia recorded in Official Records Book 1970, page 1094.

NOTE: All taxes covering the property have been paid through tax year 2016 and all prior years.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is



being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 6574857

By: _____

Authorized Signature

RESOLUTION 2014-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PRELIMINARY PLAT, PAB 2014-03 TITLED "DUNES OF AMELIA"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kermit G. Phillips II Charitable Trust and The Nora H. Rowe Living and The Homer Living Trust have applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a preliminary plat titled "Dunes of Amelia"; and

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

WHEREAS, on April 9, 2014, the Planning Advisory Board reviewed the preliminary plat and issued a recommendation of approval; and

WHEREAS, on May 6, 2014, the City Commission has determined that the preliminary plat meets requirements of the Comprehensive Plan and Land Development Code.

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

Section 1. The plat titled "Dunes of Amelia," is hereby accepted and approved as a preliminary plat.

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

ADOPTED this 6th day of May, 2014.

CITY OF FERNANDINA BEACH


EDWARD E. BONER
Commissioner - Mayor

ATTEST:


CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:


TAMMI E. BACH
City Attorney



STAFF REPORT
PAB 2014-03 (Preliminary Plat)
Planning Advisory Board Hearing
April 9, 2014

APPLICATION FOR PRELIMINARY PLAT
DUNES AT AMELIA

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:					
AGENT:	Nick Gillette, P.E.				
REQUESTED ACTION:	Preliminary Plat of Dunes at Amelia (123 lots)				
LOCATION:	Hirth Road between Bailey Road and Amelia Island Parkway				
CURRENT ZONING:	RLM				
CURRENT LAND USE:	Medium Density Residential				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	22.10 Acres				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Homes	Varies	NC RS-2	NC Medium Density Residential
	South	Single Family Homes	Varies	NC RS-2	NC Medium Density Residential
	East	Single Family Homes	Varies	NC RS-2 and City R-1	NC Medium Density Residential and City Low Density Residential
	West	Vacant	N/A	NC R-1	NC Medium Density Residential

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

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant has made application for approval of a Preliminary Plat for a new subdivision to be called Dunes at Amelia. Dunes at Amelia is a 123-lot single-family residential development. There are no common amenities beyond the required stormwater management ponds, landscaping, and signage associated with the development. Primary access to the subdivision is off of Amelia Island Parkway through Hirth Road with a secondary vehicular access point off Road Bailey Road. The internal streets will become public right-of-way and maintained by the City.

Subdivision terms/process:

A preliminary plat (also known as a site plan or engineering plan) provides for a complete review of the technical data and engineering drawings associated with the construction of roads and installation of utilities and stormwater facilities. The Preliminary Plat is submitted for review and approval. Upon approval, the developer is authorized to move forward with the installation of improvements necessary to support the development (clearing/grading, roads, water, sewer, stormwater, etc.). Once the improvements are completed, inspected and



**STAFF REPORT
PAB 2014-03 (Preliminary Plat)
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April 9, 2014**

accepted by the City, the Final Plat is submitted for review and approval; the developer may then convey lots and vertical construction can begin.

The Preliminary Plats for Dunes of Amelia was submitted for review to the Technical Review Committee (TRC) in December 2013 (SPR 2013-03); based upon revisions stemming from this review, the plats received a conditional final approval on February 28, 2014 (approval letter attached). The conditions of the TRC Local Development Order is the provision of applicable outside agency permitting documents and updated notes to reflect utility requirements. In accordance with subdivision requirements of the Land Development Code, the TRC-approved Preliminary Plat is to be considered by the Planning Advisory Board for a recommendation to the City Commission. The City Commission will then consider the Preliminary Plat.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

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

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. While the City's ability to maintain adopted levels of services for these items was confirmed at the time of the original approval of development rights for this property, the City's TRC review also confirms service capabilities. The City can serve this property as proposed. At 123 units, the developed density of this site will be 5.57 units per acre (6 units per acre is allowable under RLM zoning).

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

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- c. Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
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The proposed development is consistent with the Comprehensive Plan's direction for compact urban development. The subject property lies in an area of existing urban development. No leapfrog development is occurring. The development is accessed by County improved and maintained roadways. In order to support reduced vehicle miles traveled, the developer will provide a sidewalk along Bailey Road along with pedestrian crossings on both Bailey Road and Amelia Island Parkway. The two entrances provided ensure connectivity to the entire roadway system.

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

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Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)



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Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	See Policy 4.02.01
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Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
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Policy 4.01.02. All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.

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

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11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

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 - 2. The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.**
 - 3. The proposed name of the subdivision.**
 - 4. Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.**



**STAFF REPORT
PAB 2014-03 (Preliminary Plat)
Planning Advisory Board Hearing
April 9, 2014**

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

The applicant has complied with the subdivision requirements of the Land Development Code. The Preliminary Plat has been reviewed for technical completeness and has been approved by the Technical Review Committee. A biological survey has been provided and is included in the back-up materials for this application.

CONCLUSION:

The requested Preliminary Plat is consistent with the City's Comprehensive Plan and the Land Development Code. Based on the findings of the Technical Review Committee and planning staff's review of the application, staff recommends approval of the Preliminary Plat.

Following the recommendation of the Planning Advisory Board (PAB), the Plat will move forward to the City Commission for approval or denial.

MOTION TO CONSIDER:

I move to recommend (approval or denial) of PAB case number 2014-03 to the City Commission requesting that a Preliminary Plat creating the Dunes of Amelia subdivision be approved and that PAB case 2014-03, as presented, (is or is not) sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

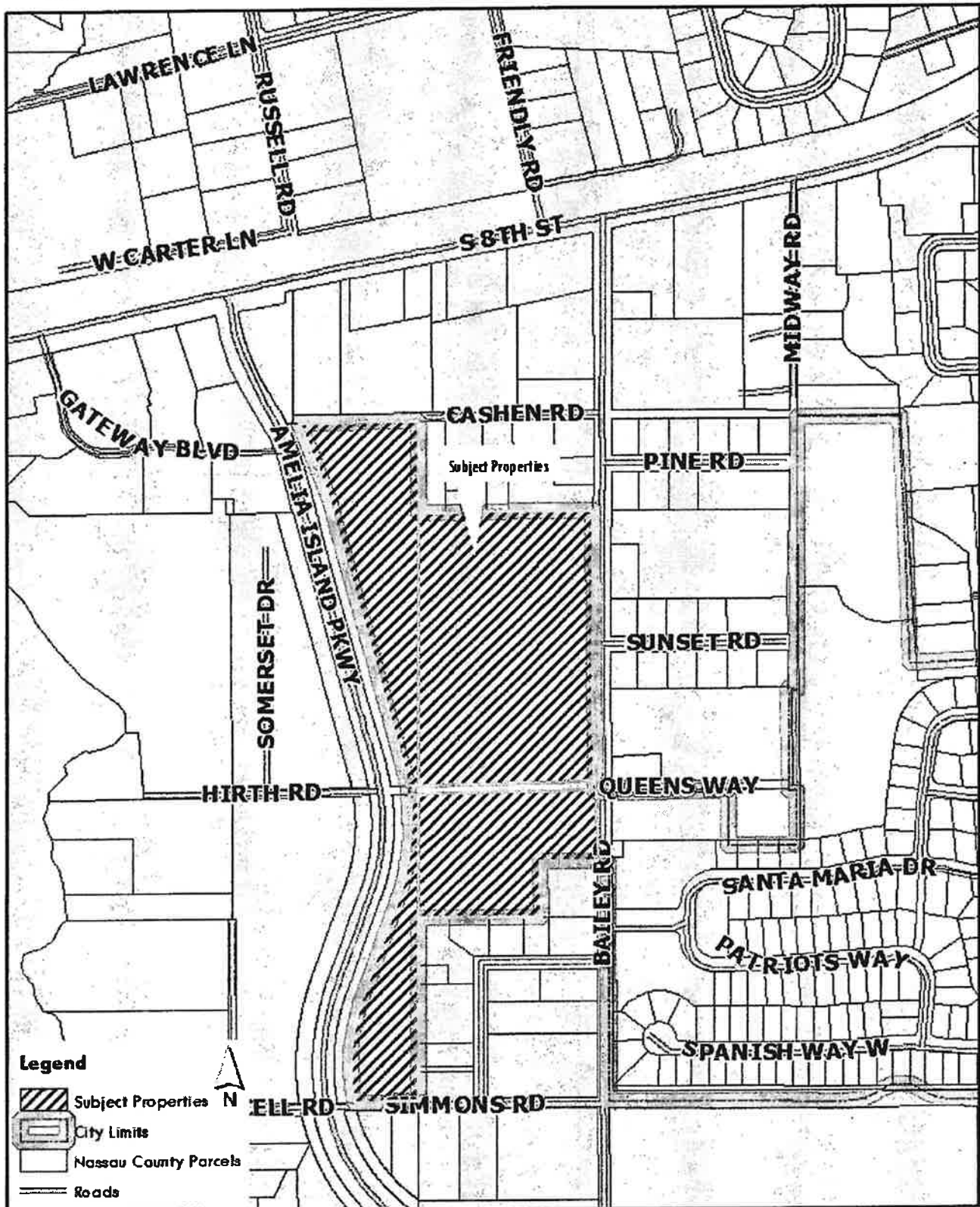
Submitted by:

A handwritten signature in cursive script, reading "Kelly N. Gibson", is written over a horizontal line.

Kelly N. Gibson
Senior Planner

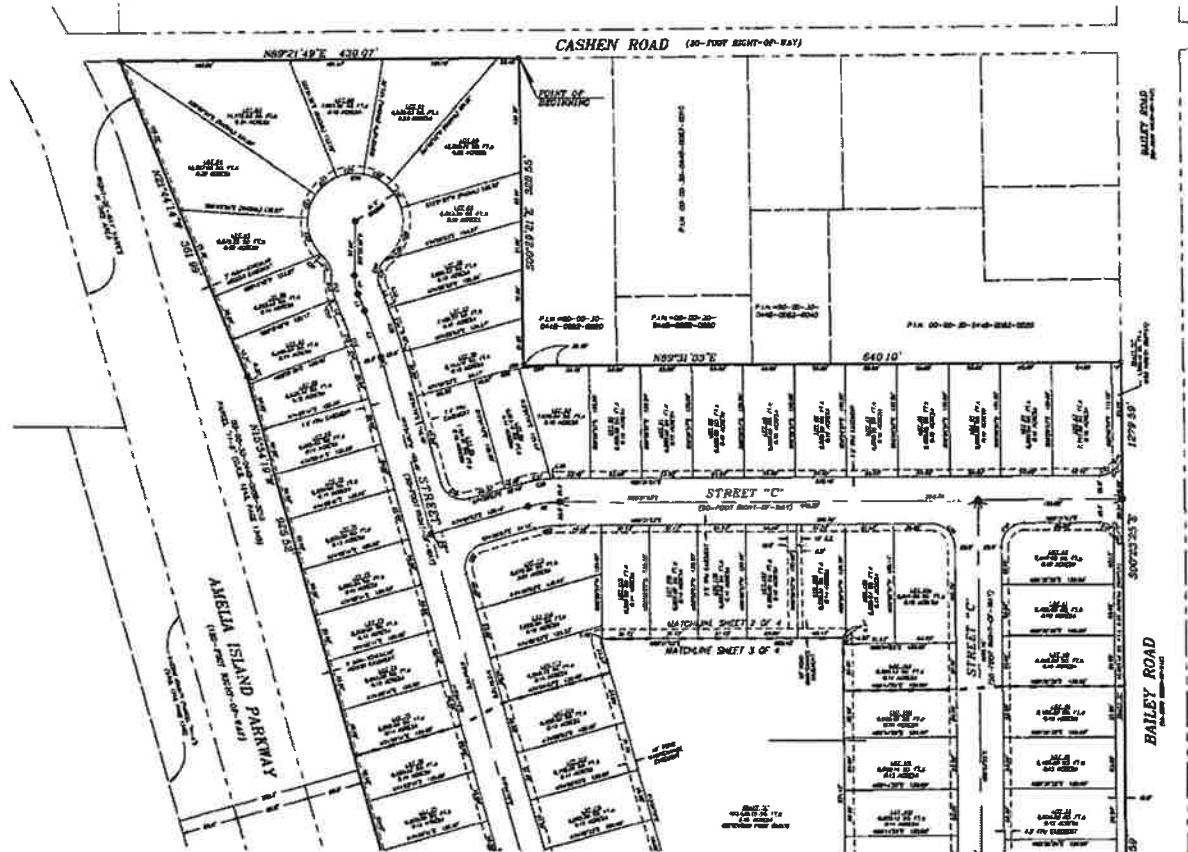


STAFF REPORT
PAB 2014-03 (Preliminary Plat)
Planning Advisory Board Hearing
April 9, 2014



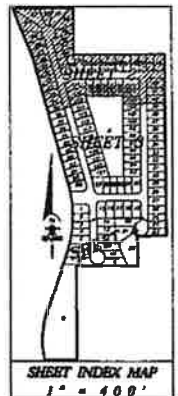
ALL OF LOTS 79, 80 & 81 AND A PORTION OF LOTS 50, 59, 60, 61, 63, 84, 85 & 86 OF OCEAN BREEZE FARMS, A RE-SUBDIVISION OF A PORTION OF SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 2 EAST, COUNTY OF NASSAU AND STATE OF FLORIDA, ACCORDING TO THE PLAT OF SAID OCEAN BREEZE FARMS RECORDED IN PLAT BOOK NO. 2 AT PAGE 19 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

GRAPHIC SCALE



LINE TABLE		
LINE	DESCRIPTION	AMOUNT
01	ADVERTISING	10.0
02	ADVERTISING	10.0
03	ADVERTISING	10.0

DATE	TEMP.	WIND	WIND DIRECTION	WIND VELOCITY	WIND VELOCITY	WIND VELOCITY
1912	10.0	10.0	10.0	10.0	10.0	10.0
1913	10.0	10.0	10.0	10.0	10.0	10.0
1914	10.0	10.0	10.0	10.0	10.0	10.0
1915	10.0	10.0	10.0	10.0	10.0	10.0
1916	10.0	10.0	10.0	10.0	10.0	10.0
1917	10.0	10.0	10.0	10.0	10.0	10.0
1918	10.0	10.0	10.0	10.0	10.0	10.0
1919	10.0	10.0	10.0	10.0	10.0	10.0
1920	10.0	10.0	10.0	10.0	10.0	10.0
1921	10.0	10.0	10.0	10.0	10.0	10.0
1922	10.0	10.0	10.0	10.0	10.0	10.0
1923	10.0	10.0	10.0	10.0	10.0	10.0
1924	10.0	10.0	10.0	10.0	10.0	10.0
1925	10.0	10.0	10.0	10.0	10.0	10.0
1926	10.0	10.0	10.0	10.0	10.0	10.0
1927	10.0	10.0	10.0	10.0	10.0	10.0
1928	10.0	10.0	10.0	10.0	10.0	10.0
1929	10.0	10.0	10.0	10.0	10.0	10.0
1930	10.0	10.0	10.0	10.0	10.0	10.0
1931	10.0	10.0	10.0	10.0	10.0	10.0
1932	10.0	10.0	10.0	10.0	10.0	10.0
1933	10.0	10.0	10.0	10.0	10.0	10.0
1934	10.0	10.0	10.0	10.0	10.0	10.0
1935	10.0	10.0	10.0	10.0	10.0	10.0
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1948	10.0	10.0	10.0	10.0	10.0	10.0
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1952	10.0	10.0	10.0	10.0	10.0	10.0
1953	10.0	10.0	10.0	10.0	10.0	10.0
1954	10.0	10.0	10.0	10.0	10.0	10.0
1955	10.0	10.0	10.0	10.0	10.0	10.0
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1957	10.0	10.0	10.0	10.0	10.0	10.0
1958	10.0	10.0	10.0	10.0	10.0	10.0
1959	10.0	10.0	10.0	10.0	10.0	10.0
1960	10.0	10.0	10.0	10.0	10.0	10.0
1961	10.0	10.0	10.0	10.0	10.0	10.0
1962	10.0	10.0	10.0	10.0	10.0	10.0
1963	10.0	10.0	10.0	10.0	10.0	10.0



Legend
 P.S. = Public Information Sheet
 C.R. = Critical Incident Report
 F.R. = Formative Public Review
 S.I. = Strategic Initiative
 M.F. = Main Frame

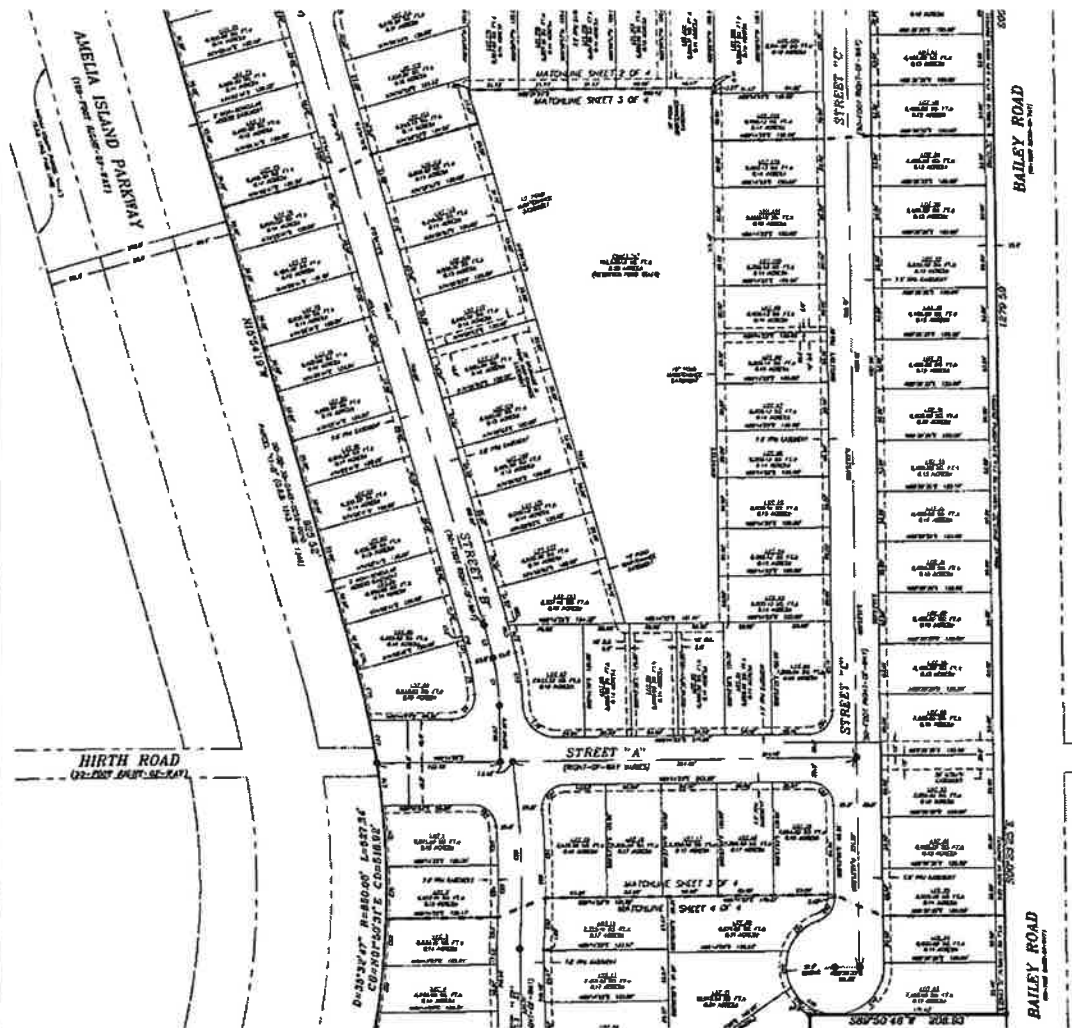
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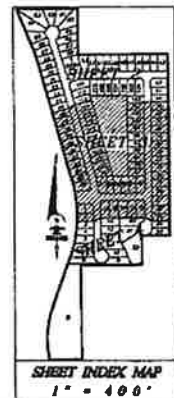
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ALL OF LOTS 79, 80 & 81 AND A PORTION OF LOTS 68, 59, 60, 81, 83, 84, 85 & 86 OF OCEAN BREEZE FARMS, A RE-SUBDIVISION OF A PORTION OF SECTIONS 3 AND 6, TOWNSHIP 2 NORTH, RANGE 2) EAST, COUNTY OF NASSAU AND STATE OF FLORIDA, ACCORDING TO THE PLAT OF SAID OCEAN BREEZE FARMS RECORDED IN PLAT BOOK NO 2 AT PAGE 19 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

GRAPHIC SCALE



zone balt					
year	country	country	country	country	country
20	10	10	10	10	10
21	10	10	10	10	10
22	10	10	10	10	10
23	10	10	10	10	10
24	10	10	10	10	10
25	10	10	10	10	10
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88	10	10	10	10	10
89	10	10	10	10	10
90	10	10	10	10	10
91	10	10	10	10	10
92	10	10	10	10	10



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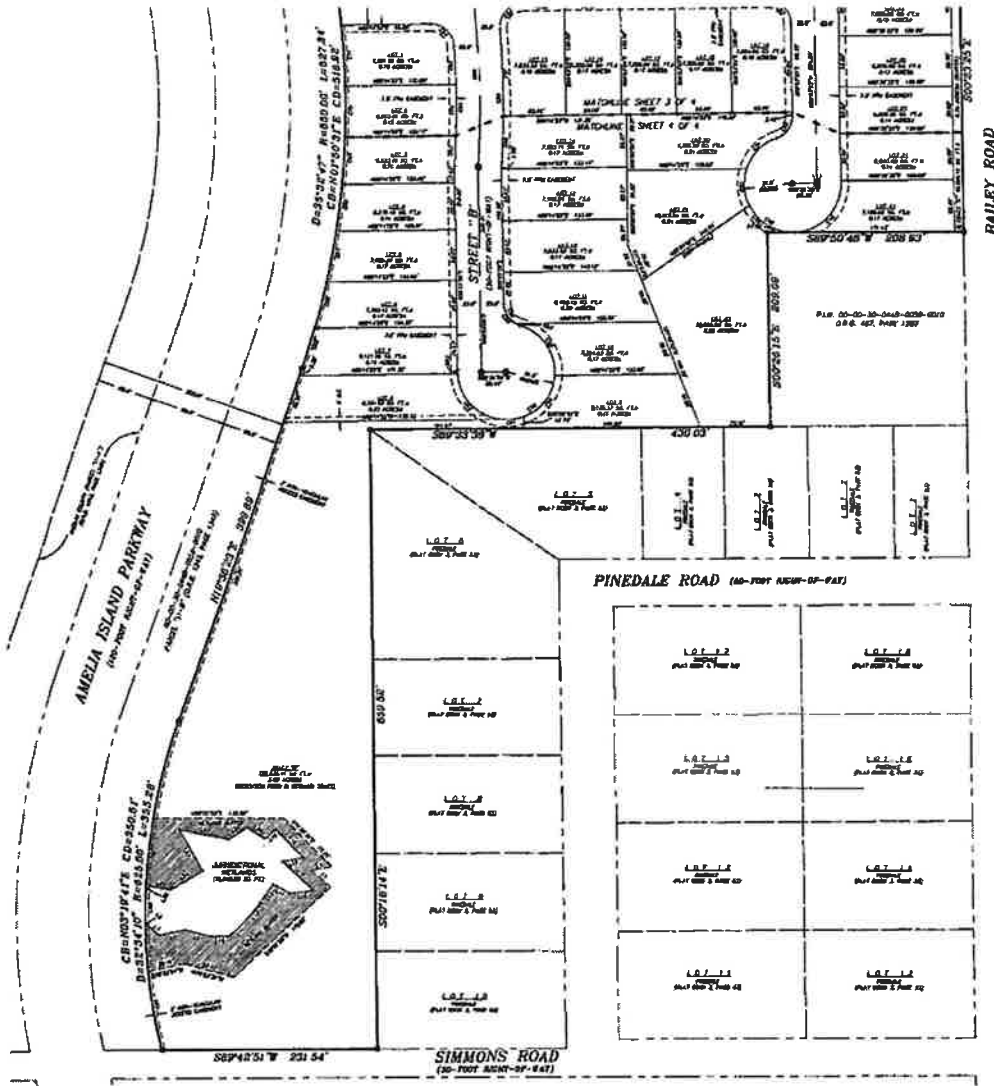
LEADS
 FBI - ALBANY: 424-3761/100-34422
 SRI - OTTAWA: 873-2221/100-34422
 FBI - ALBANY: 424-3761/100-34422
 SRI - OTTAWA: 873-2221/100-34422
 FBI - ALBANY: 424-3761/100-34422
 SRI - OTTAWA: 873-2221/100-34422

DUNES OF AMELIA

ALL OF LOTS 79, 80 & 81 AND A PORTION OF LOTS 58, 59, 60, 61, 63, 64, 65 & 66 OF OCEAN BREEZE FARMS, A RE-SUBDIVISION OF A PORTION OF SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 2) EAST, COUNTY OF NASSAU AND STATE OF FLORIDA, ACCORDING TO THE PLAT OF SAID OCEAN BREEZE FARMS RECORDED IN PLAT BOOK NO. 2 AT PAGE 19 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

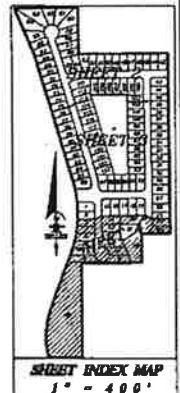
PLAT BOOK PAGE
SHEET 4 OF 4 SHEETS

GRAPHIC SCALE

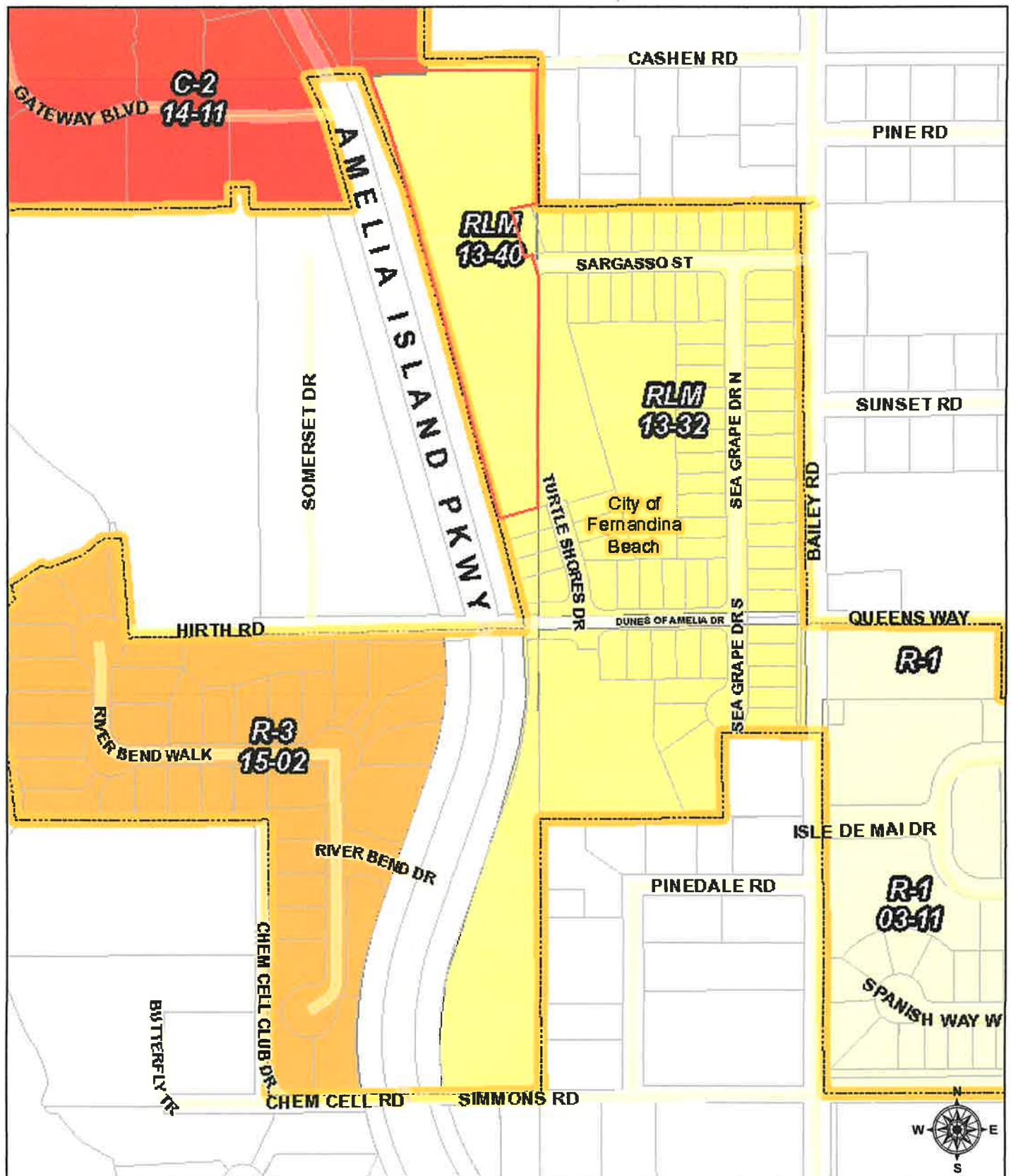


CURVE TABLE			
CHORD	ANGLE	ARC	AREA
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100	20	100.000	3141.593
100	30	100.000	4712.385
100	40	100.000	6283.177
100	50	100.000	7853.969
100	60	100.000	9424.761
100	70	100.000	10995.553
100	80	100.000	12566.345
100	90	100.000	14137.137
100	100	100.000	15707.929
100	110	100.000	17278.721
100	120	100.000	18849.513
100	130	100.000	20420.305
100	140	100.000	21991.097
100	150	100.000	23561.889
100	160	100.000	25132.681
100	170	100.000	26703.473
100	180	100.000	28274.265
100	190	100.000	29845.057
100	200	100.000	31415.849
100	210	100.000	32986.641
100	220	100.000	34557.433
100	230	100.000	36128.225
100	240	100.000	37699.017
100	250	100.000	39269.809
100	260	100.000	40840.601
100	270	100.000	42411.393
100	280	100.000	43982.185
100	290	100.000	45552.977
100	300	100.000	47123.769
100	310	100.000	48694.561
100	320	100.000	50265.353
100	330	100.000	51836.145
100	340	100.000	53406.937
100	350	100.000	54977.729
100	360	100.000	56548.521
100	370	100.000	58119.313
100	380	100.000	59690.105
100	390	100.000	61260.897
100	400	100.000	62831.689
100	410	100.000	64402.481
100	420	100.000	65973.273
100	430	100.000	67544.065
100	440	100.000	69114.857
100	450	100.000	70685.649
100	460	100.000	72256.441
100	470	100.000	73827.233
100	480	100.000	75398.025
100	490	100.000	76968.817
100	500	100.000	78539.609
100	510	100.000	80110.401
100	520	100.000	81681.193
100	530	100.000	83251.985
100	540	100.000	84822.777
100	550	100.000	86393.569
100	560	100.000	87964.361
100	570	100.000	89535.153
100	580	100.000	91105.945
100	590	100.000	92676.737
100	600	100.000	94247.529
100	610	100.000	95818.321
100	620	100.000	97389.113
100	630	100.000	98959.905
100	640	100.000	100530.697
100	650	100.000	102101.489
100	660	100.000	103672.281
100	670	100.000	105243.073
100	680	100.000	106813.865
100	690	100.000	108384.657
100	700	100.000	109955.449
100	710	100.000	111526.241
100	720	100.000	113097.033
100	730	100.000	114667.825
100	740	100.000	116238.617
100	750	100.000	117809.409
100	760	100.000	119380.201
100	770	100.000	120950.993
100	780	100.000	122521.785
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100	800	100.000	125663.369
100	810	100.000	127234.161
100	820	100.000	128804.953
100	830	100.000	130375.745
100	840	100.000	131946.537
100	850	100.000	133517.329
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100	870	100.000	136658.913
100	880	100.000	138229.705
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100	940	100.000	147654.457
100	950	100.000	149225.249
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100	970	100.000	152366.833
100	980	100.000	153937.625
100	990	100.000	155508.417
100	1000	100.000	157079.209

LIFE TABLE	
1	100.000
2	99.000
3	98.000
4	97.000
5	96.000
6	95.000
7	94.000
8	93.000
9	92.000
10	91.000
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92	9.000
93	8.000
94	7.000
95	6.000
96	5.000
97	4.000
98	3.000
99	2.000
100	1.000



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August 7, 2017



MAP OF BOUNDARY SURVEY

LEGAL DESCRIPTION
DUNES OF AMELIA, PHASE TWO

A PORTION OF LOTS 58, 59, 60, 61, 79, 80, 81, 83, 84, 85, 86 AND HIRTH ROAD, "OCEAN BREEZE FARMS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

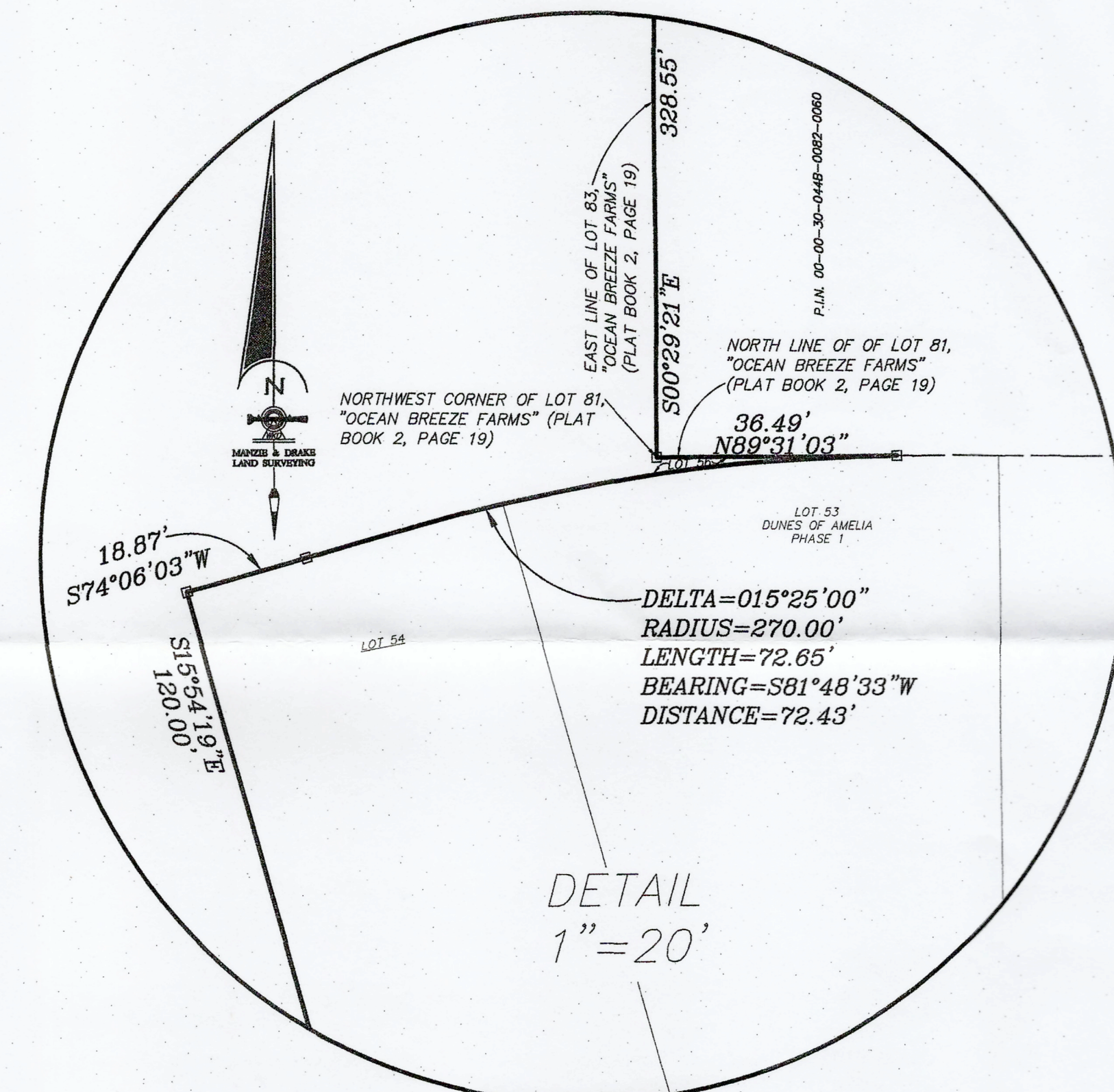
NORTH PARCEL:
FOR A POINT OF REFERENCE BEGIN AT THE NORTHEAST CORNER OF SAID LOT 83, "OCEAN BREEZE FARMS"; THENCE SOUTH 00°29'21" EAST, ALONG THE EAST LINE OF SAID LOT 83, A DISTANCE OF 328.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 81, "OCEAN BREEZE FARMS"; THENCE NORTH 89°31'03" EAST, ALONG THE NORTH LINE OF SAID LOT 81, A DISTANCE OF 36.49 FEET TO INTERSECT THE NORTHERLY LINE OF LOT 83, "DUNES OF AMELIA, PHASE ONE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 88, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 270.00 FEET; THENCE ALONG THE PERIMETER OF SAID PLAT OF "DUNES OF AMELIA, PHASE ONE" THE FOLLOWING TWELVE COURSES: (1) THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 15°25'00", AN ARC DISTANCE OF 72.65 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 81°48'33" WEST A DISTANCE OF 72.43 FEET; (2) THENCE SOUTH 74°06'03" WEST A DISTANCE OF 18.87 FEET; (3) THENCE SOUTH 15°54'19" EAST A DISTANCE OF 120.00 FEET; (4) THENCE NORTH 74°06'03" EAST A DISTANCE OF 18.86 FEET; (5) THENCE SOUTH 15°53'57" EAST A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; (6) THENCE EASTERLY ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 15°25'00", AN ARC DISTANCE OF 26.91 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 81°48'33" EAST A DISTANCE OF 26.83 FEET; (7) THENCE NORTH 89°31'03" EAST A DISTANCE OF 42.71 FEET; (8) THENCE SOUTH 00°28'57" EAST A DISTANCE OF 120.00 FEET; (9) THENCE SOUTH 15°54'19" EAST A DISTANCE OF 417.37 FEET; (10) THENCE SOUTH 74°06'03" WEST A DISTANCE OF 120.00 FEET; (11) THENCE NORTH 15°54'19" WEST A DISTANCE OF 9.54 FEET; (12) THENCE SOUTH 74°05'41" WEST A DISTANCE OF 170.00 FEET TO INTERSECT THE EASTERLY LINE OF PARCEL "11-B", NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1243, PAGE 1349, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO COURSES: (1) THENCE NORTH 15°54'19" WEST A DISTANCE OF 778.30 FEET; (2) THENCE NORTH 21°44'14" WEST A DISTANCE OF 361.99 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF CASHEN ROAD (A 30 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF "OCEAN BREEZE FARMS"; THENCE NORTH 89°21'49" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 430.07 FEET TO THE POINT OF BEGINNING.

SOUTH PARCEL:
FOR A POINT OF REFERENCE BEGIN AT THE NORTHWEST CORNER OF LOT 20, "DUNES OF AMELIA, PHASE ONE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 88, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE ALONG THE PERIMETER OF SAID "DUNES OF AMELIA, PHASE ONE" THE FOLLOWING TWO COURSES: (1) THENCE SOUTH 00°00'00" EAST A DISTANCE OF 140.72 FEET; (2) THENCE SOUTH 21°48'03" EAST A DISTANCE OF 209.32 FEET TO INTERSECT THE NORTH LINE OF LOT 4, "PINEDALE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 53, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE ALONG THE PERIMETER OF SAID PLAT OF "PINEDALE" THE FOLLOWING TWO COURSES: (1) SOUTH 89°33'38" WEST A DISTANCE OF 354.87 FEET; (2) THENCE SOUTH 00°18'14" EAST A DISTANCE OF 659.52 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD (A 30 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF "OCEAN BREEZE FARMS"; THENCE SOUTH 89°42'51" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 231.54 FEET TO INTERSECT THE EASTERLY LINE OF PARCEL "11-B", NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1243, PAGE 1349, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 625.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°34'10", AN ARC DISTANCE OF 355.28 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 03°19'41" EAST A DISTANCE OF 350.51 FEET; THENCE NORTH 19°38'23" EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL "11-B", A DISTANCE OF 399.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 850.00 FEET; THENCE CONTINUE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL "11-B" AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°11'12", AN ARC DISTANCE OF 373.65 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 07°01'19" EAST A DISTANCE OF 370.65 FEET; THENCE ALONG THE PERIMETER OF "DUNES OF AMELIA, PHASE ONE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 88, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THE FOLLOWING FIVE COURSES: (1) NORTH 89°14'22" EAST A DISTANCE OF 96.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; (2) THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°11'33", AN ARC DISTANCE OF 38.04 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 47°09'52" EAST A DISTANCE OF 34.48 FEET; (3) THENCE NORTH 89°14'22" EAST A DISTANCE OF 50.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1020.00 FEET; (4) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°16'58", AN ARC DISTANCE OF 76.25 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°17'20" EAST A DISTANCE OF 76.23 FEET; (5) THENCE NORTH 89°14'22" EAST A DISTANCE OF 131.20 FEET TO THE POINT OF BEGINNING.

LINE TABLE NORTH PARCEL			LINE TABLE SOUTH PARCEL		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N89°31'03"E	36.49'	L1	N89°14'22"E	96.86'
L2	S74°06'03"W	18.87'	L2	N89°14'22"E	50.06'
L3	S15°54'19"E	120.00'			
L4	N74°06'03"E	18.86'			
L5	S15°53'57"E	50.00'			
L6	N89°31'03"E	42.71'			
L7	S0°28'57"E	120.00'			
L8	S74°06'03"W	120.00'			
L9	N15°54'19"W	9.54'			

CURVE TABLE NORTH PARCEL					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	72.65'	270.00'	15°25'00"	S81°48'33"W	72.43'
C2	26.91'	100.00'	15°25'00"	N81°48'33"E	26.83'

CURVE TABLE SOUTH PARCEL					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	355.28'	625.00'	32°34'10"	N70°19'41"E	350.51'
C2	373.65'	850.00'	25°11'12"	N70°19'41"E	370.65'
C3	38.04'	25.00'	87°11'33"	S47°09'52"E	34.48'
C4	76.25'	1020.00'	4°16'58"	S17°20'E	76.23'

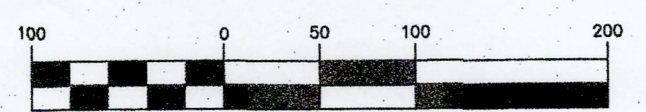


SURVEY NOTES:

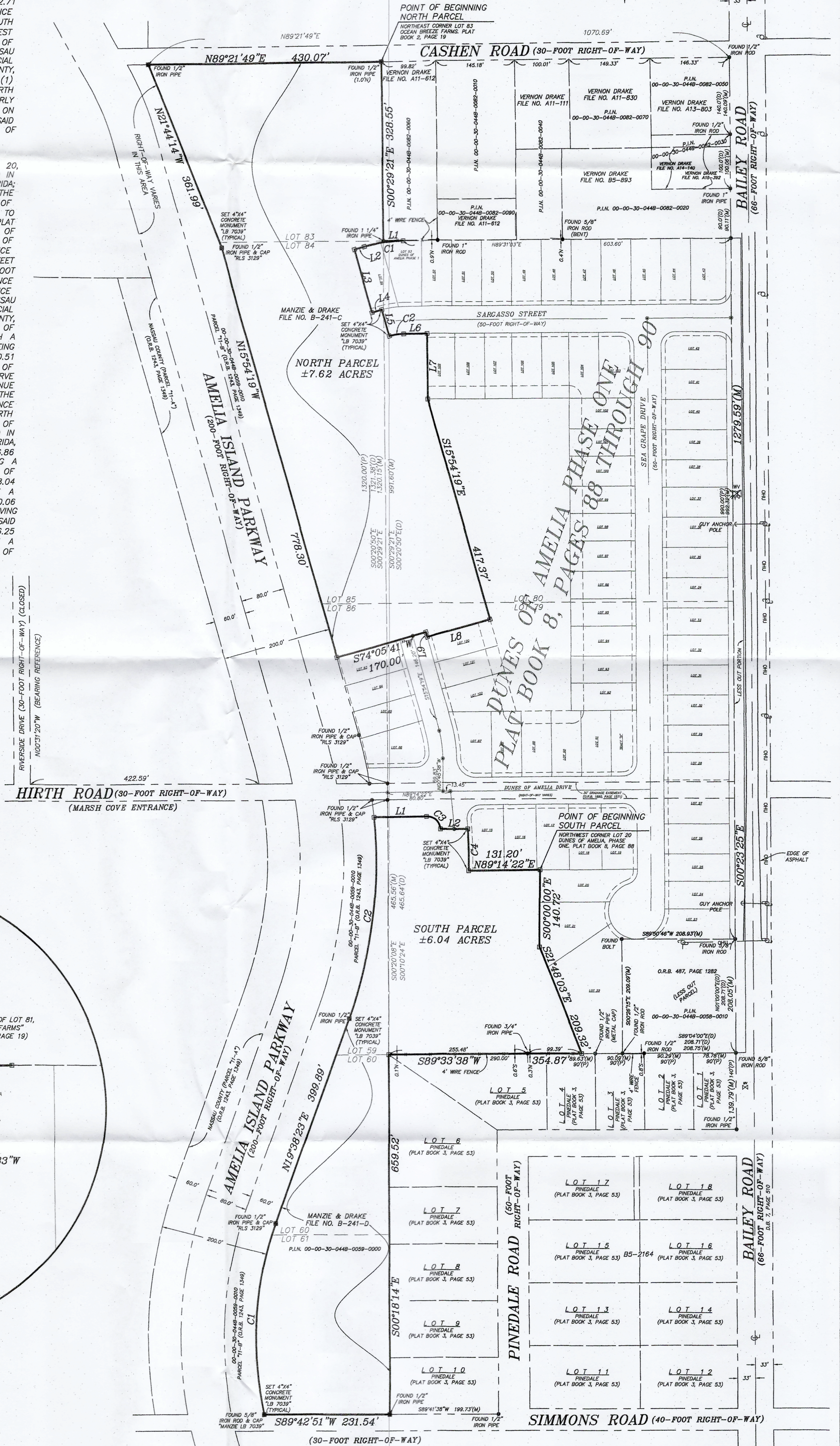
- The "Legal Description" hereon is prepared by the surveyor.
- Underground improvements were not located or shown.
- Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- Bearings shown hereon are based on N00°31'20"E for the centerline of Riverside Drive per map by this firm, dated 20/20/2006 (Manzie & Drake File No. B-241).
- Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C-0238E, Dated 12/27/10. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 53-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Fence ownership, if applicable, has not been determined by this office.
- This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

LEGEND
 --- OVERHEAD UTILITY WIRES
 --- WOOD POWER POLE
 --- WATER VALVE
 --- FIRE HYDRANT
 --- PARCEL IDENTIFICATION NUMBER
 (M) = MEASURED
 (D) = DEED
 (P) = PLAT
 O.R.B. = OFFICIAL RECORDS BOOK
 D.B. = DEED BOOK

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MANZIE & DRAKE LAND SURVEYING

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

SCALE: 1"=100' JOB NO: 18722 DATE: 11/08/2016 CADD: BH
F.B. NO: X-267 PAGE NO: 33 FIELD CREW: GS FILE NO: C-765

DUNES OF AMELIA, PHASE TWO

PLAT BOOK _____ PAGE _____
SHEET 1 OF 3 SHEETS

CAPTION:

A PORTION OF LOTS 58, 59, 60, 61, 79, 80, 81, 83, 84, 85, 86 AND HIRTH ROAD, "OCEAN BREEZE FARMS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTH PARCEL:

FOR A POINT OF REFERENCE BEGIN AT THE NORTHEAST CORNER OF SAID LOT 83, "OCEAN BREEZE FARMS", THENCE SOUTH 00°29'21" EAST, ALONG THE EAST LINE OF SAID LOT 83, A DISTANCE OF 328.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 81, "OCEAN BREEZE FARMS", THENCE NORTH 89°31'03" EAST, ALONG THE NORTH LINE OF SAID LOT 81, A DISTANCE OF 36.49 FEET TO INTERSECT THE NORTHERLY LINE OF LOT 53, "DUNES OF AMELIA, PHASE ONE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 88, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 270.00 FEET; THENCE ALONG THE PERIMETER OF SAID PLAT OF "DUNES OF AMELIA, PHASE ONE" THE FOLLOWING TWELVE COURSES: (1) THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 15°25'00", AN ARC DISTANCE OF 72.65 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 81°48'33" WEST A DISTANCE OF 72.43 FEET; (2) THENCE SOUTH 74°06'03" WEST A DISTANCE OF 18.87 FEET; (3) THENCE SOUTH 15°54'19" EAST A DISTANCE OF 120.00 FEET; (4) THENCE NORTH 74°06'03" EAST A DISTANCE OF 18.86 FEET; (5) THENCE SOUTH 15°53'57" EAST A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; (6) THENCE EASTERLY ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 15°25'00", AN ARC DISTANCE OF 26.91 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 81°48'33" WEST A DISTANCE OF 26.83 FEET; (7) THENCE NORTH 89°31'03" EAST A DISTANCE OF 42.71 FEET; (8) THENCE SOUTH 00°28'57" EAST A DISTANCE OF 120.00 FEET; (9) THENCE SOUTH 15°54'19" EAST A DISTANCE OF 417.37 FEET; (10) THENCE SOUTH 74°06'03" WEST A DISTANCE OF 120.00 FEET; (11) THENCE NORTH 15°54'19" WEST A DISTANCE OF 9.54 FEET; (12) THENCE SOUTH 74°05'41" WEST A DISTANCE OF 170.00 FEET TO INTERSECT THE EASTERLY LINE OF PARCEL "11-B", NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1243, PAGE 1349, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO COURSES: (1) THENCE NORTH 15°54'19" WEST A DISTANCE OF 778.30 FEET; (2) THENCE NORTH 21°44'14" WEST A DISTANCE OF 361.99 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF CASHEN ROAD (A 30 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF "OCEAN BREEZE FARMS"; THENCE NORTH 89°21'49" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 430.07 FEET TO THE POINT OF BEGINNING.

SOUTH PARCEL:

FOR A POINT OF REFERENCE BEGIN AT THE NORTHWEST CORNER OF LOT 20, "DUNES OF AMELIA, PHASE ONE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 88, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE ALONG THE PERIMETER OF SAID "DUNES OF AMELIA, PHASE ONE" THE FOLLOWING TWO COURSES: (1) THENCE SOUTH 00°00'00" EAST A DISTANCE OF 140.72 FEET; (2) THENCE SOUTH 21°48'03" EAST A DISTANCE OF 209.32 FEET TO INTERSECT THE NORTH LINE OF LOT 4, "PINEDALE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 53, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE ALONG THE PERIMETER OF SAID PLAT OF "PINEDALE" THE FOLLOWING TWO COURSES: (1) SOUTH 89°33'38" WEST A DISTANCE OF 354.87 FEET; (2) THENCE SOUTH 00°18'14" EAST A DISTANCE OF 659.52 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD (A 30 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF "OCEAN BREEZE FARMS"; THENCE SOUTH 89°42'51" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 531.54 FEET TO INTERSECT THE EASTERLY LINE OF PARCEL "11-B", NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1243, PAGE 1349, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 625.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°34'10", AN ARC DISTANCE OF 355.28 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 03°19'41" EAST A DISTANCE OF 350.51 FEET; THENCE NORTH 19°38'23" EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL "11-B", A DISTANCE OF 399.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 850.00 FEET; THENCE CONTINUE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL "11-B" AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°11'12", AN ARC DISTANCE OF 373.65 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 07°01'19" EAST A DISTANCE OF 370.65 FEET; THENCE ALONG THE PERIMETER OF "DUNES OF AMELIA, PHASE ONE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 88, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THE FOLLOWING FIVE COURSES: (1) NORTH 89°14'22" EAST A DISTANCE OF 96.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; (2) THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°11'33", AN ARC DISTANCE OF 38.04 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 47°09'52" EAST A DISTANCE OF 34.48 FEET; (3) THENCE NORTH 89°14'22" EAST A DISTANCE OF 50.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1020.00 FEET; (4) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°16'58", AN ARC DISTANCE OF 78.25 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°17'20" EAST A DISTANCE OF 76.23 FEET; (5) THENCE NORTH 89°14'22" EAST A DISTANCE OF 131.20 FEET TO THE POINT OF BEGINNING.

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBERS: 00-00-30-0448-0058-0000
00-00-30-0448-0059-0000
00-00-30-0448-0079-0000
00-00-30-0448-0083-0000

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

SIGNED THIS _____ DAY OF _____, A.D. 2017.

TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

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

THIS _____ DAY OF _____, A.D. 2017.

DIRECTOR OF EMERGENCY SERVICES

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D., 2017.

CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____ DAY OF _____, A.D., 2017.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

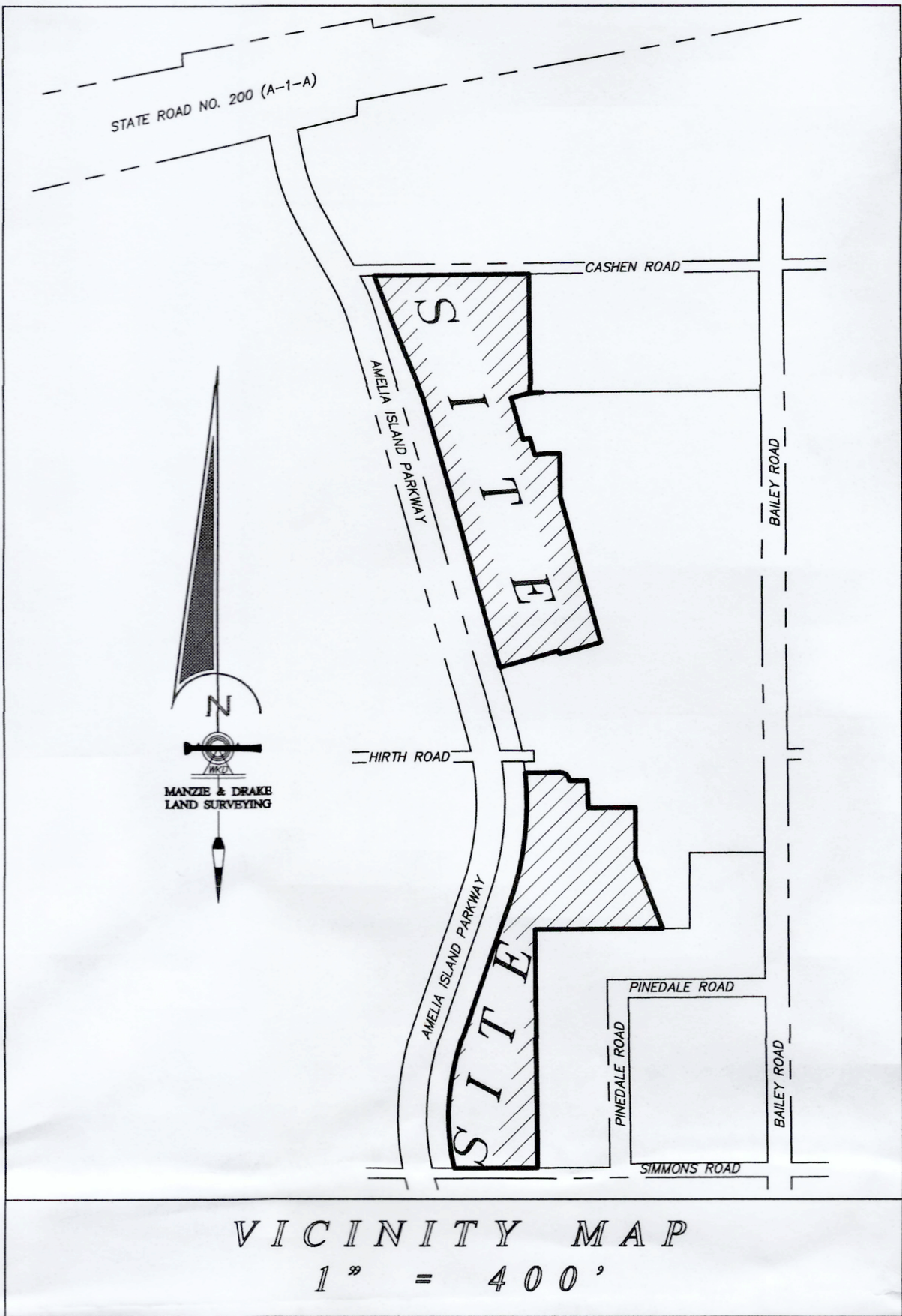
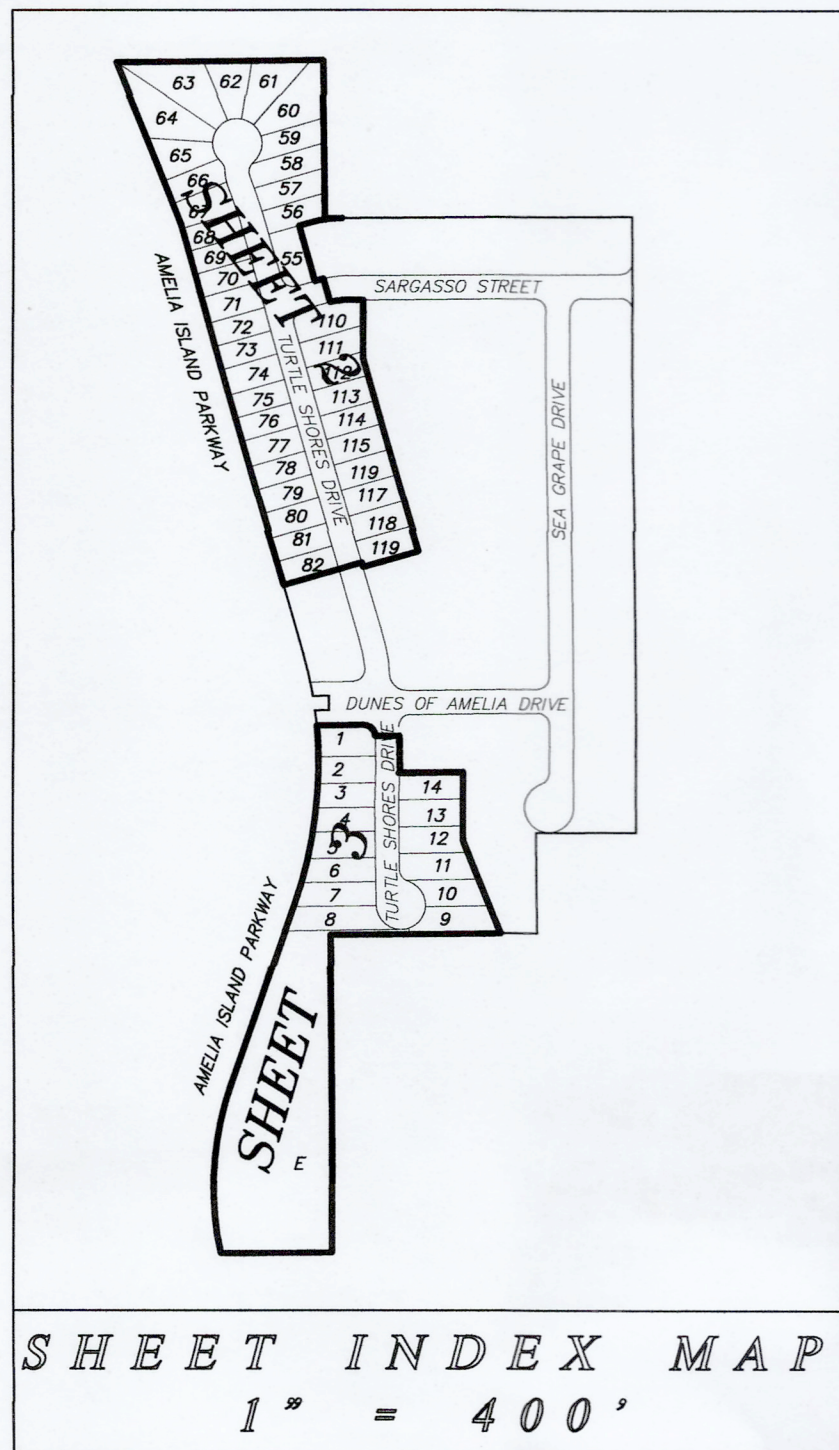
CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.061, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. THIS _____ DAY OF _____, A.D. 2017.

CLERK OF THE CIRCUIT COURT

COPYRIGHT © 2017 BY MANZIE AND DRAKE LAND SURVEYING

A REPLAT OF A PORTION OF LOTS 58, 59, 60, 61, 79, 80, 81, 83, 84, 85, 86, AND HIRTH ROAD, "OCEAN BREEZE FARMS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.



ZONING CERTIFICATION

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

THIS _____ DAY OF _____, 2017.

DIRECTOR OF PLANNING

LEGEND

P.I.N. = PARCEL IDENTIFICATION NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
F.P.U. = FLORIDA PUBLIC UTILITIES
D.E. = DRAINAGE EASEMENT
SQ. FT. = SQUARE FEET

SURVEYOR'S NOTES

- 1.) ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (4"x4" CONCRETE MONUMENT) SET WITH IDENTIFICATION "MANZIE LB 7039".
- 2.) ☒ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
- 3.) BEARINGS SHOWN HEREON ARE BASED ON NAD83/2011 FOR THE CENTERLINE OF RIVERSIDE DRIVE PER MAP BY MANZIE & DRAKE LAND SURVEYING, DATED 20/20/2006 (MANZIE & DRAKE FILE NO. B-241).
- 4.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0239F, DATED 12/17/10.
- 5.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 6.) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
- 7.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO CITY OF FERNANDINA BEACH SUBDIVISION REGULATIONS AND BE APPROVED BY THE CITY OF FERNANDINA BEACH.
- 8.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "RLM".
- 9.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "RLM", ARE AS FOLLOWS:
FRONT SETBACK = 25 FEET SIDE SETBACK = 10% OF LOT WIDTH REAR SETBACK = 25 FEET
- 10.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 3 & 4, AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATES 3 & 5, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
- 11.) ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED
- 12.) LOTS SHOWN HEREON ARE INTENDED FOR RESIDENTIAL PURPOSES.
- 13.) THE MAINTENANCE EASEMENTS FOR THE PONDS SHALL REMAIN UNOBSTRUCTED TO PROVIDE VEHICLE ACCESS
- 14.) THE JURISDICTIONAL WETLANDS AS SHOWN HEREON WERE FLAGGED AND IDENTIFIED BY LG2 ENVIRONMENTAL SOLUTIONS, INC. AND WERE VERIFIED BY THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT (S.J.R.W.M.D. FILE NUMBER IND-089-136504-1)
- 14A.) FOR ADDITIONAL INFORMATION REGARDING THESE WETLAND JURISDICTIONAL AREAS AND THE METHODOLOGY USED TO DETERMINE THESE WETLAND AREAS, THE FOLLOWING AGENCIES MAY BE CONTACTED: US ARMY CORP OF ENGINEERS, STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT.
- 14B.) CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF ANY OF THE JURISDICTIONAL WETLAND AREAS DEPICTED HEREON WITHOUT THE WRITTEN APPROVAL OF NASSAU COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA, TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THESE WETLAND JURISDICTIONAL LINES MAY BE SUPERSEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, PARKWAY DUNES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "DUNES OF AMELIA, PHASE TWO", AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

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

THE ROAD RIGHTS-OF-WAY, DESIGNATED IN THE PLAT AS "TURTLE SHORES DRIVE & SARGASSO STREET" ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH.

NON-EXCLUSIVE EASEMENTS FOR DRAINAGE AND FOR MAINTENANCE OF LANDSCAPING AND DRAINAGE IMPROVEMENTS OVER THOSE EASEMENTS DESIGNATED HEREON AS DRAINAGE EASEMENTS ARE SUBJECT TO THE RIGHTS AND RESERVATIONS CONTAINED HEREIN, AND SHALL BE RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO NASSAU COUNTY, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.

TRACT "E" (RETENTION POND TRACT) IS HEREBY DEDICATED TO AND SHALL BE A PERPETUAL MAINTENANCE OBLIGATION OF "DUNES OF AMELIA HOMEOWNERS ASSOCIATION, INC".

FLORIDA PUBLIC UTILITIES AND ITS SUCCESSORS AND ASSIGNS ARE HEREBY IRREVOCABLY DEDICATED A SEVEN & ONE-HALF (7.5) FOOT EASEMENT ALONG THE FRONT OF EACH LOT FOR ITS USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

PARKWAY DUNES, LLC — A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____

PRINT OR TYPE NAME

WITNESS _____

PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, RICK WOOD, MANAGING MEMBER, PARKWAY DUNES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____, A.D., 2017

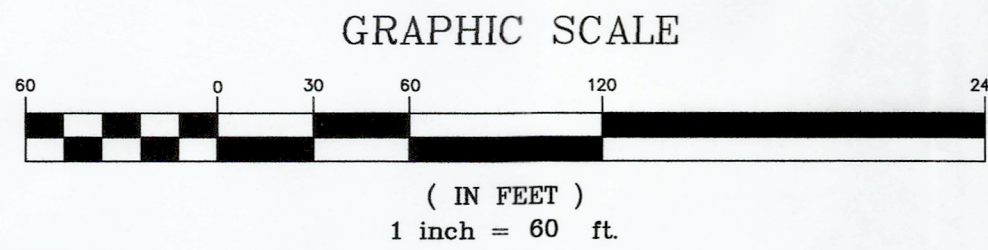
_____, MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
STATE OF FLORIDA

Manzie & Drake Land Surveying

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

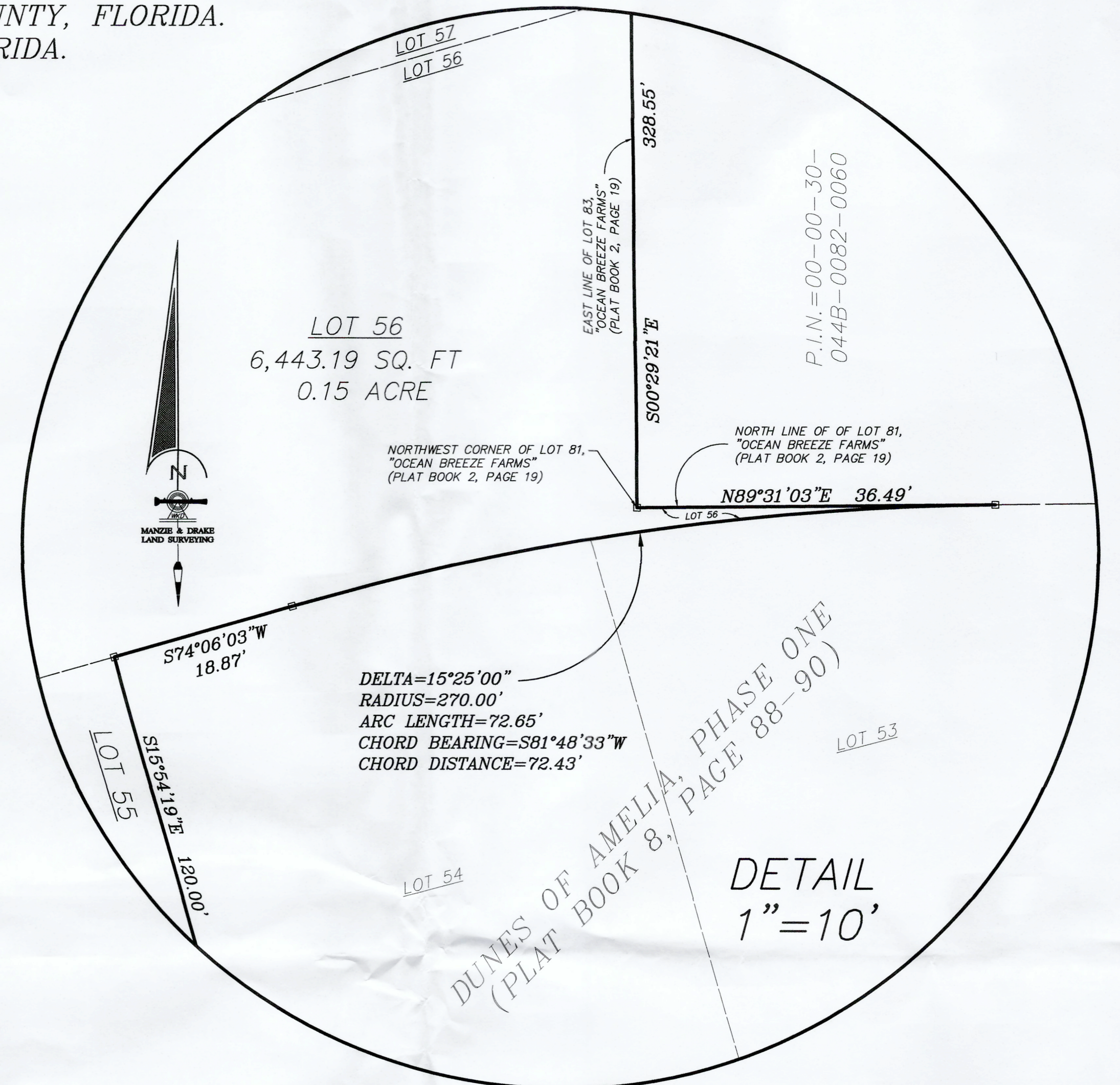
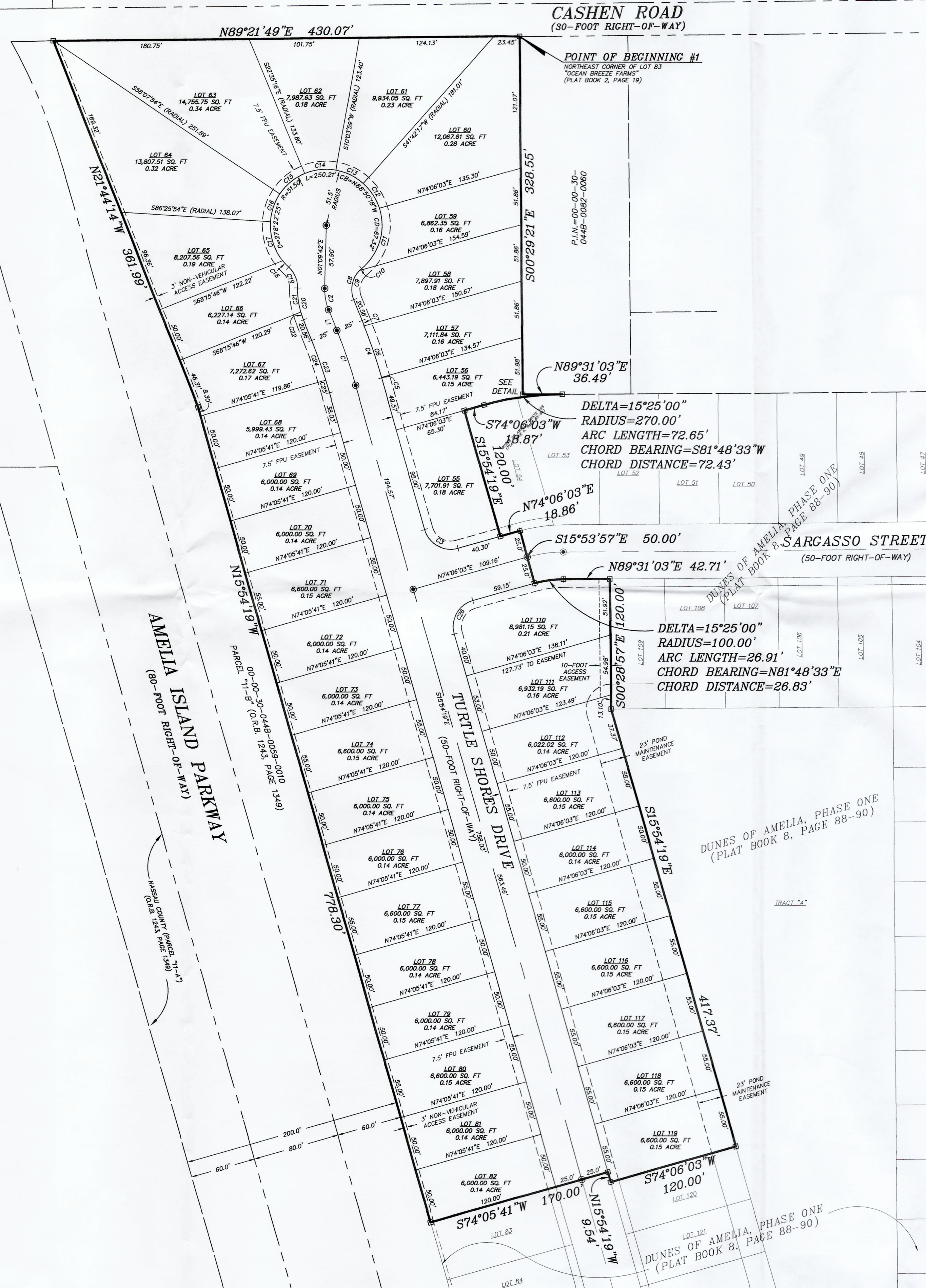
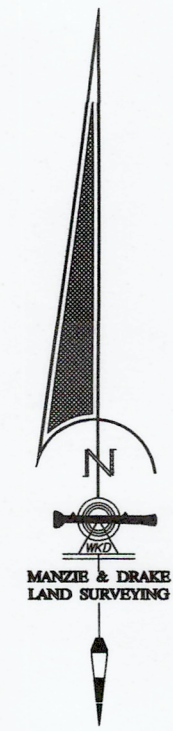
"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."



DUNES OF AMELIA, PHASE TWO

A REPLAT OF A PORTION OF LOTS 58, 59, 60, 61, 79, 80, 81, 83, 84, 85, 86, AND HIRTH ROAD, "OCEAN BREEZE FARMS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

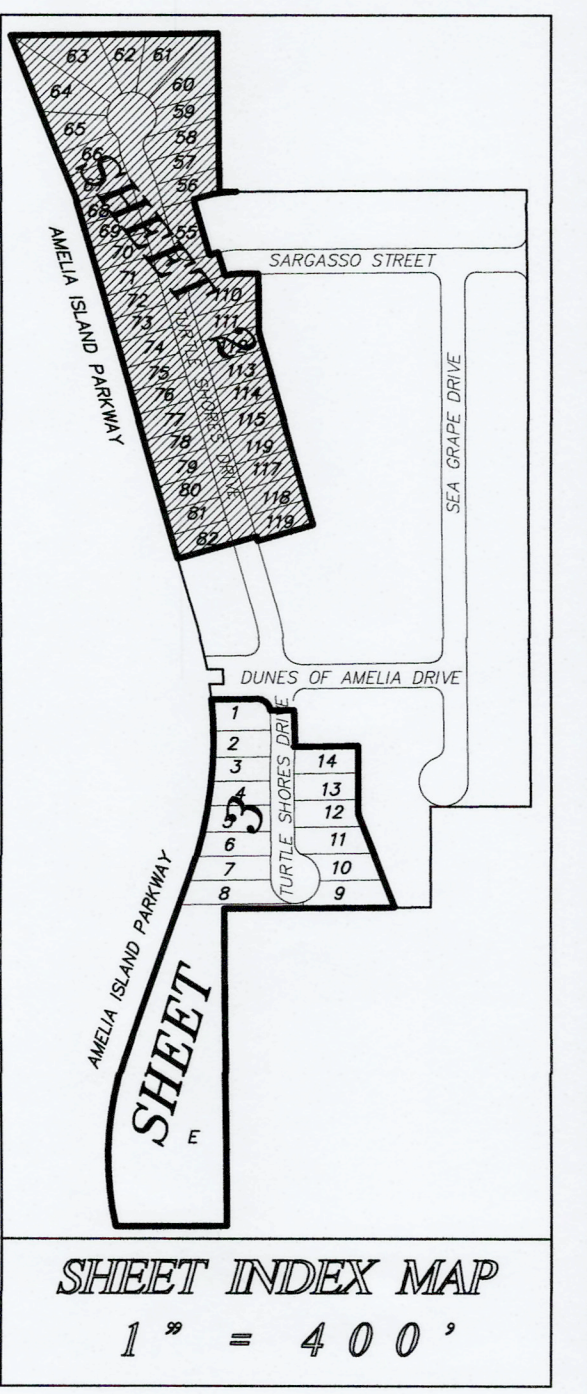
PLAT BOOK PAGE
SHEET 2 OF 3 SHEETS



LEGEND
P.I.N. = PARCEL IDENTIFICATION NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
F.P.U. = FLORIDA PUBLIC UTILITIES
D.E. = DRAINAGE EASEMENT
SQ. FT. = SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°43'18"W	20.58'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	53.29'	525.00'	5°48'59"	N18°48'49"W	53.27'
C2	19.97'	50.00'	22°53'00"	S10°16'48"E	19.84'
C3	39.27'	25.00'	89°59'38"	S60°54'08"E	35.35'
C4	55.83'	550.00'	5°48'59"	N18°48'49"W	55.81'
C5	0.43'	550.00'	0°02'40"	N15°50'39"W	0.43'
C6	50.07'	550.00'	5°12'58"	N18°33'28"W	50.05'
C7	5.33'	550.00'	0°33'21"	N21°26'38"W	5.33'
C8	31.45'	25.00'	72°04'13"	S14°18'48"W	28.41'
C9	28.82'	25.00'	68°03'33"	S11°18'29"W	27.25'
C10	2.62'	25.00'	6°00'40"	S47°20'35"W	2.62'
C11	61.23'	51.50'	68°07'10"	N16°17'20"E	57.69'
C12	27.44'	51.50'	30°31'28"	N33°01'59"W	27.11'
C13	28.44'	51.50'	31°38'19"	N64°06'32"W	28.06'
C14	29.35'	51.50'	32°39'14"	S83°44'22"W	28.96'
C15	30.15'	51.50'	33°02'39"	S80°38'25"W	29.72'
C16	27.23'	51.50'	30°18'00"	S18°43'06"W	26.92'
C17	38.31'	51.50'	42°37'22"	S17°44'35"E	37.43'
C18	8.06'	51.50'	8°58'15"	S43°32'23"E	8.06'
C19	21.48'	25.00'	49°11'31"	N23°25'54"W	20.81'
C20	29.95'	75.00'	22°53'00"	S10°16'48"E	29.78'
C21	22.50'	75.00'	17°11'21"	S72°53'08"E	22.42'
C22	7.45'	75.00'	5°41'39"	S18°52'28"E	7.45'
C23	50.78'	500.00'	5°48'59"	N18°48'49"W	50.74'
C24	38.79'	500.00'	4°26'41"	N19°29'58"W	38.78'
C25	11.97'	500.00'	1°22'18"	N16°35'28"W	11.97'
C26	39.27'	25.00'	90°00'22"	S29°05'52"W	35.36'

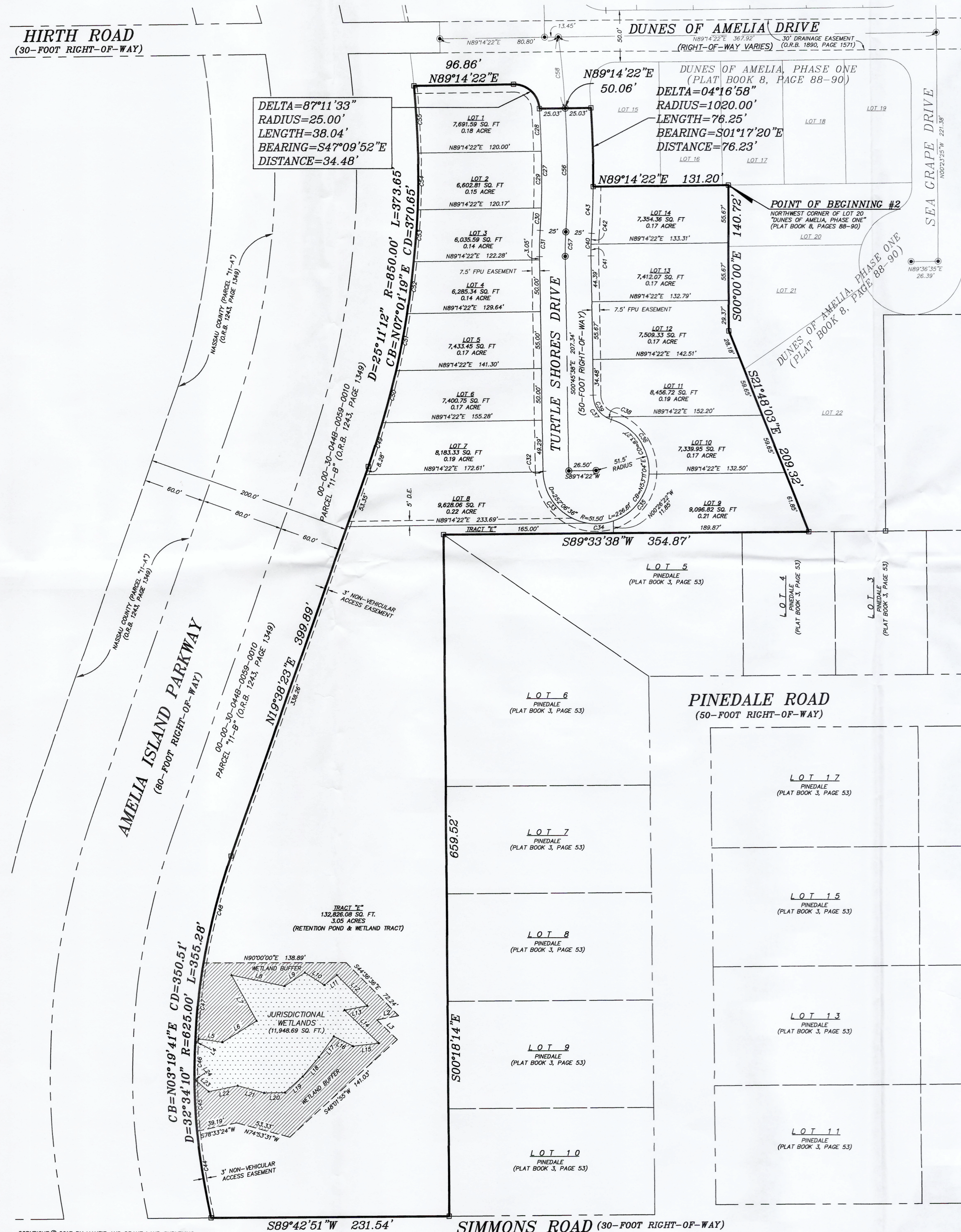
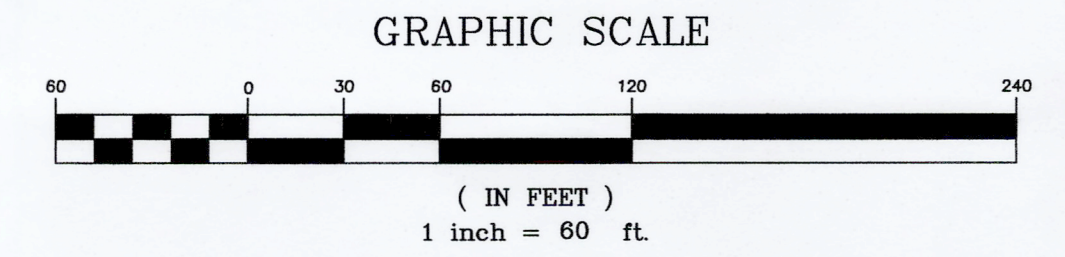


MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

DUNES OF AMELIA, PHASE TWO

A REPLAT OF A PORTION OF LOTS 58, 59, 60, 61, 79, 80, 81, 83, 84, 85, 86, AND HIRTH ROAD, "OCEAN BREEZE FARMS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

PLAT BOOK _____ PAGE _____
SHEET 3 OF 3 SHEETS



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-172
Preliminary Plat Approval - Lakeside Reserve

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-172

SYNOPSIS: Aspire at Amelia II, LLC, requests preliminary plat approval of a single family home subdivision containing twenty-nine lots on 7.90 acres of land located on Amelia Road and Simmons Road. The applicant intends to build a single family home subdivision to be named "Lakeside Reserve." The applicant's preliminary plat demonstrates a build-out density of 3.67 units per acre. The requested Preliminary Plat is consistent with the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the Preliminary Plat request.

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

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-172.

Marshall McCrary, Community Development Director	10/23/2017
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Dale Martin, City Manager	10/26/2017
---------------------------	------------

Patti Clifford, Comptroller	10/26/2017
-----------------------------	------------

Tammi E. Bach, City Attorney	10/27/2017
------------------------------	------------

Date: October 19, 2017

Submitted By: Kelly Gibson, Senior Planner

COMMISSION ACTION: Adopt

RESOLUTION 2017-172

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING PRELIMINARY PLAT, PAB CASE 2017-11 TITLED "LAKESIDE RESERVE"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Aspire At Amelia II, LLC has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a preliminary plat titled "Lakeside Reserve"; and

WHEREAS, the Lakeside Reserve subdivision, includes the creation of twenty-nine lots for single family home sites; and

WHEREAS, the Technical Review Committee has reviewed the preliminary plat under SPR 2017-07 and is pending a local development order; and

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

WHEREAS, on October 11, 2017, the Planning Advisory Board reviewed the preliminary plat and issued a recommendation of approval.

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

SECTION 1. The plat titled "Lakeside Reserve," is hereby accepted and approved as a preliminary plat.

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

ADOPTED this 8th day of November, 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

OFFICE USE ONLY

REC'D: 8/5/17 BY: adl
 PAYMENT: \$ 750.00 TYPE: CK # 30910
 APPLICATION #: 2017-0001270
 CASE #: _____
 BOARD MEETING DATE: _____



PLANNING ADVISORY BOARD APPLICATION

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

APPLICANT INFORMATION

Owner Name: The Aspire At Amelia II, LLC
 Mailing Address: 1435 Polling Links Dr, Alpharetta GA 30004
 Telephone: 770-598-2616 Fax: N/A
 Email: david.hink@aspire-development.com
 Agent Name: Gillette & Associates, Inc.
 Mailing Address: 20 South 4th Street, Fernandina Beach, FL 32034
 Telephone: 904-261-8819 Fax: N/A
 Email: nick@gilletteassociates.com

PROPERTY INFORMATION

Street Address: Amelia Rd & Simmons Rd
 Parcel Identification Number(s): 00-00-30-044B-0028-0014; 00-00-30-044B-0028-0010
00-00-30-044B-0028-0010
 Lot Number: _____ Block Number: _____ Subdivision: _____
 Section: 3 Township: 2N Range: 28E

PROJECT INFORMATION

Total Number of Lots/Parcels: 29

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 7.90 acres

Existing Zoning Classification: Open Rural

Existing Future Land Use Classification: Medium Density

Previous Planning/Zoning Approvals: _____

Description of Request:

29 single family residential lot subdivision

SIGNATURE/NOTARY

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

8-28-17
Date

[Signature]
Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU ss }

Subscribed and sworn to before me this 28 day of August, 2017.

[Signature]
Notary Public: Signature

Tricia D. Bowen
Printed Name

4/12/18
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____





Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

AGENT AUTHORIZATION

I, DAVID HINK, of The Aspire at Amelia II, LLC owner of the following property(s) do hereby authorize, Gillette & Associates, Inc., to act as my Agent in conjunction with all site plan applications, concurrency applications, preliminary plat applications, and any other Local, State and/or Federal development permits necessary for development of the following property, without any further notice.

Parcel No: 00-00-30-044B-0028-0014; 00-00-30-044B-0028-0010;
00-00-30-044B-0028-0010

Location.: Amelia Road, Fernandina Beach

DIRK
Signature

Aug 3, 2017
Date

770-598-2616
Telephone Number

STATE OF FLORIDA
COUNTY OF NASSAU

Subscribed and sworn to before me this 3 day of August, 2017.

Who is personally known to me ☒ or has produced identification _____

Tricia D Bowen
Notary Public: Signature

Tricia D Bowen
Printed Name

My Commission Expires: _____





Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

August 29, 2017

Ms. Kelly Gibson
Senior Planner
204 Ash Street
Fernandina Beach, Florida 32034

Re: Letter of Intent – Lakeside Reserve

Dear Ms. Gibson:

Gillette & Associates, Inc., on behalf of our clients, is pleased to submit the attached plat and associated application for the above referenced project. The attached plat and application reflects the intent to construct 29 single family lots within a medium density residential land use district.

An application for TRC was recently submitted to your office under the subdivision name of Aspire At Amelia Phase II but the name has been changed to Lakeside Reserve.

Thank you for your time and consideration on this application and please feel free to contact me with any questions that you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nick Gillette", is written over a faint, circular red stamp.

Nick Gillette, P.E.





PLANNING PAB

Revised 02-01-17

USE THIS FORM TO: Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

FEES: See below. Fees are payable upon application.

IMPORTANT NOTES: To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

KEY CONTACTS: The Planning Department will guide your application from start to finish, engaging other City departments or agencies as needed.

PLANNING ADVISORY BOARD APPLICATION FOR:

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

2017 Planning Advisory Board Meeting Schedule

Application Deadline (4:30pm)	Feb 6 2017	Mar 13 2017	Apr 10 2017	May 15 2017	Jun 12 2017	Jul 10 2017	Aug 14 2017	Sep 11 2017	Oct 6 2017	Nov 13 2017	Dec 11 2017	Jan 15 2018	Feb 12 2018	Mar 12 2018	Apr 9 2018
Meeting Date	Mar 8 2017	Apr 12 2017	May 10 2017	Jun 14 2017	Jul 12 2017	Aug 9 2017	Sep 13 2017	Oct 11 2017	Nov 7 2017	Dec 13 2017	Jan 10 2018	Feb 14 2018	Mar 14 2018	Apr 11 2018	May 9 2018

APPLICATION REQUIREMENTS PLANNING ADVISORY BOARD

APPLICATION CHECKLIST:

Submit all of the following information for a complete application, as applicable:

- ☐ A notarized application filed at least thirty (30) days before the date of the Planning Advisory Board's public hearing;
- ☐ A current survey of the property (no older than two years);
- ☐ A completed owner's authorization for agent form, if applicable;
- ☐ A detailed letter of intent stating the following:
 - The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.
 - A justification for the proposed amendment(s) or action(s).
- ☐ A map of the area indicating the proposed zoning district designation for the subject property. The map shall show the current zoning district designations and land use categories from the Future Land Use Map in the comprehensive plan for the subject property and all adjacent properties.

IMPORTANT NOTES AND REQUIREMENTS:

Please see additional Land Development Code (LDC) requirements for specific application types:

- ☐ **LDC Text Amendment** – see LDC Section 11.01.08.
- ☐ **Preliminary Subdivision Plat** – see LDC Section 11.01.05.
- ☐ **Final Subdivision Plat** – see LDC Section 11.01.05.
- ☐ **Zoning Map Changes** – see LDC section 11.01.07.

You will receive a staff report one week before your meeting.

STAFF CONTACT:

Kelly Gibson
Senior Planner
kgibson@fbfl.org
904.310.3135



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
THE ASPIRE AT AMELIA II, LLC

Filing Information

Document Number M16000008603
FE/EIN Number 81-3914386
Date Filed 10/27/2016
State GA
Status ACTIVE

Principal Address

1435 ROLLING LINKS DR
ALPHARETTA, GA 30004

Mailing Address

1435 ROLLING LINKS DR
ALPHARETTA, GA 30004

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title MGR

DLUGOLENSKI, DAVID
1435 ROLLING LINKS DR
ALPHARETTA, GA 30004

Annual Reports

Report Year	Filed Date
2017	03/28/2017

Document Images

03/28/2017 -- ANNUAL REPORT	View image in PDF format
10/27/2016 -- Foreign limited	View image in PDF format

After Recording Return to:

Eric L. Weiss, Esq.
Schulten Ward Turner & Weiss, LLP
260 Peachtree Street, N.W., Ste. 2700
Atlanta, Georgia 30303

STATE OF FLORIDA

COUNTY OF NASSAU

Folio Number: 00-00-30-44B-0028-0014

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 19th day of May, 2016, between OLD AMELIA RENTALS, LLC, a Florida limited liability, hereinafter called "Grantor," and THE ASPIRE AT AMELIA II, LLC, a Georgia limited liability company, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby transfer and convey unto Grantee, that certain land in Nassau County, Florida, being more fully described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon, if any, together with all rights, members and appurtenances in any manner appertaining or belonging to said property (collectively the "**Property**");

TO HAVE AND TO HOLD the Property unto Grantee forever in fee simple; subject only to those matters described on Exhibit "B" attached hereto and made a part hereof (hereinafter the "**Permitted Exceptions**"), and Grantor shall warrant and forever defend the right, title and interest to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, except for claims arising under and by virtue of the Permitted Exceptions. "Grantor" and "Grantee" shall include their respective heirs, successors and assigns;

[signature on following page]

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Witness No. 1 Signature: [Signature]
Printed Name: J C Lasserre

Witness No. 2 Signature: [Signature]
Printed Name: Jennifer Athavale

GRANTOR:

OLD AMELIA RENTALS, LLC, a Florida
limited liability company

By: [Signature]
Peter L. Procko, Manager

By: [Signature]
Pamela R. Procko, Manager

Note: This deed is being executed to wind up the
affairs of the dissolved limited liability company

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 19th day of May, 2016, by Peter L. Procko and Pamela R. Procko, as Managers of OLD AMELIA RENTALS, LLC, a Florida limited liability company. Peter L. Procko and Pamela R. Procko are personally known to me or have produced _____ as identification.



NOTARY PUBLIC:

Sign: [Signature]
Print: Jon C. Lasserre
State of FLORIDA at Large (Seal)
My Commission Expires: 09/15/2019

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL "B"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING PART OF LOT 28 OF OCEAN BREEZE FARMS SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF SAID NASSAU COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF "BARRINGTON", ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 115 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°24'06" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PLAT OF "BARRINGTON", 717.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD, WHICH HAS AN EXISTING RIGHT-OF-WAY OF 50-Feet; THENCE THE FOLLOWING (2) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: COURSE (1) - NORTH 01°35'54" EAST, 95.00 FEET; COURSE (2) - IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 02°01'05" WEST, 175.35 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE IN SAID WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°16'22" WEST, 224.81 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SIMMONS ROAD, A 30-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 88°23'53" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 92.42 FEET; THENCE SOUTH 28°20'11" WEST, 151.77 FEET; THENCE SOUTH 01°35'54" WEST, 84.46 FEET; THENCE SOUTH 88°24'06" EAST, 206.94 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. All taxes for the year 2016 and subsequent years, not yet due and payable. Any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.
2. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system or gas system servicing the lands described herein.
3. All matters shown on the plat recorded in Plat Book 2, Page 19, of the Public Records of Nassau County, Florida.
4. Rights of the public in and to any roads crossing captioned property.

After Recording Return to:

Eric L. Weiss, Esq.
Schulten Ward Turner & Weiss, LLP
260 Peachtree Street, N.W., Ste. 2700
Atlanta, Georgia 30303

STATE OF FLORIDA

COUNTY OF NASSAU

Folio Number: 00-00-30-44B-0028-0010

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 19th day of May, 2016, between OLD AMELIA FARM, LLC, a Florida limited liability company, hereinafter called "Grantor," and THE ASPIRE AT AMELIA II, LLC, a Georgia limited liability company, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby transfer and convey unto Grantee, that certain land in Nassau County, Florida, being more fully described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon, if any, together with all rights, members and appurtenances in any manner appertaining or belonging to said property (collectively the "**Property**");

TO HAVE AND TO HOLD the Property unto Grantee forever in fee simple; subject only to those matters described on Exhibit "B" attached hereto and made a part hereof (hereinafter the "**Permitted Exceptions**"), and Grantor shall warrant and forever defend the right, title and interest to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, except for claims arising under and by virtue of the Permitted Exceptions. "Grantor" and "Grantee" shall include their respective heirs, successors and assigns;

[signature on following page]

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Witness No. 1 Signature: [Signature]

Printed Name: Jon C. Lasserre

Witness No. 2 Signature: [Signature]

Printed Name: Jennifer Athavale

GRANTOR:

OLD AMELIA FARM, LLC, a Florida limited liability company

By: [Signature]
Peter L. Procko, Manager

By: [Signature]
Pamela R. Procko, Manager

Note: This deed is being executed to wind up the affairs of the dissolved limited liability company

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 19th day of May, 2016, by Peter L. Procko and Pamela R. Procko, as Managers of OLD AMELIA FARM, LLC, a Florida limited liability company. Peter L. Procko and Pamela R. Procko are personally known to me or have produced _____ as identification.



NOTARY PUBLIC

Sign: [Signature]
Print: Jon C. Lasserre

State of FLORIDA at Large (Seal)

My Commission Expires: 09/15/2019

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL "C"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING PART OF LOT 28 OF OCEAN BREEZE FARMS SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF SAID NASSAU COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF "BARRINGTON", ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 115 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°24'06" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PLAT OF "BARRINGTON", 499.32 FEET; THENCE NORTH 01°35'54" EAST, 210.00 FEET; THENCE SOUTH 88°24'06" EAST, 213.24 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD, WHICH HAS AN EXISTING RIGHT-OF-WAY OF 50- FEET; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE IN SAID WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 04°23'27" WEST, 60.33 FEET; THENCE NORTH 88°24'06" WEST, 206.94 FEET; THENCE NORTH 01°35'54" EAST, 84.46 FEET; THENCE NORTH 28°20'11" EAST, 151.77 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SIMMONS ROAD, A 30-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 88°23'53" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 570.27 FEET TO THE NORTHEAST CORNER OF LOT 34, SAID OCEAN BREEZE FARMS; THENCE SOUTH 01°17'10" WEST, ALONG THE WESTERLY BOUNDARY OF SAID LOT 34 AND ALONG THE WESTERLY BOUNDARY OF LOT 35, SAID OCEAN BREEZE FARMS, 490.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. All taxes for the year 2016 and subsequent years, not yet due and payable. Any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.
2. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system or gas system servicing the lands described herein.
3. All matters shown on the plat recorded in Plat Book 2, Page 19, of the Public Records of Nassau County, Florida.
4. Rights of the public in and to any roads crossing captioned property.

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

(OFFICIAL RECORDS BOOK 2051, PAGE 189)

PARCEL "A"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING PART OF LOT 28 OF OCEAN BREEZE FARMS SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF SAID NASSAU COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF "BARRINGTON", ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 115 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°24'06" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PLAT OF "BARRINGTON", 499.32 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE SOUTH 88°24'06" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PLAT OF "BARRINGTON", 218.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD, WHICH HAS AN EXISTING RIGHT-OF-WAY OF 50 FEET; THENCE THE FOLLOWING (2) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: COURSE (1) - NORTH 01°35'54" EAST, 95.00 FEET TO A POINT OF CURVATURE; COURSE (2) - IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°46'28" WEST, 115.10 FEET; THENCE NORTH 88°24'06" WEST, 213.24 FEET; THENCE SOUTH 01°35'54" WEST, 218.00 FEET TO THE POINT OF BEGINNING.

(OFFICIAL RECORDS BOOK 2051, PAGE 194)

PARCEL "B"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING PART OF LOT 28 OF OCEAN BREEZE FARMS SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF SAID NASSAU COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF "BARRINGTON", ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 115 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°24'06" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PLAT OF "BARRINGTON", 717.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD, WHICH HAS AN EXISTING RIGHT-OF-WAY OF 50 FEET; THENCE THE FOLLOWING (2) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: COURSE (1) - NORTH 01°35'54" EAST, 95.00 FEET; COURSE (2) - IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 02°01'05" WEST, 175.35 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE IN SAID WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°16'21" WEST, 224.81 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SIMMONS ROAD, A 30-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 88°23'53" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 92.42 FEET; THENCE SOUTH 28°20'11" WEST, 151.77 FEET; THENCE SOUTH 01°35'54" WEST, 84.46 FEET; THENCE SOUTH 88°24'06" EAST, 286.34 FEET TO THE POINT OF BEGINNING.

(OFFICIAL RECORDS BOOK 2051, PAGE 198)

PARCEL "C"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING PART OF LOT 28 OF OCEAN BREEZE FARMS SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC RECORDS OF SAID NASSAU COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF "BARRINGTON", ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 115 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°24'06" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PLAT OF "BARRINGTON", 499.32 FEET; THENCE NORTH 01°35'54" EAST, 218.00 FEET; THENCE SOUTH 88°24'06" EAST, 213.24 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD, WHICH HAS AN EXISTING RIGHT-OF-WAY OF 50 FEET; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE IN SAID WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 04°23'27" WEST, 60.33 FEET; THENCE NORTH 88°24'06" WEST, 206.94 FEET; THENCE NORTH 01°35'54" EAST, 84.46 FEET; THENCE NORTH 28°20'11" EAST, 151.77 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SIMMONS ROAD, A 30-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 88°23'53" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 578.27 FEET TO THE NORTHEAST CORNER OF LOT 34, SAID OCEAN BREEZE FARMS; THENCE SOUTH 01°17'10" WEST, ALONG THE WESTERLY BOUNDARY OF SAID LOT 34 AND ALONG THE WESTERLY BOUNDARY OF LOT 35, SAID OCEAN BREEZE FARMS, 496.05 FEET TO THE POINT OF BEGINNING.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1(C)	115.17'	1390.00'	4°44'30"	N0°58'36"W	115.12'
C2(C)	115.12'	1390.00'	4°44'30"	N0°46'28"W	115.10'
C3(C)	60.33'	1390.00'	22°03'27"	N4°23'27"W	60.33'
C4(C)	60.33'	1390.00'	22°03'27"	N4°23'27"W	60.33'
C5(C)	224.81'	1390.00'	81°09'29"	N10°28'32"W	224.81'
C6(C)	225.05'	1390.00'	81°09'29"	N10°28'32"W	224.81'
C7(C)	175.35'	1390.00'	71°04'05"	N02°01'05"W	175.35'
C8(C)	175.47'	1390.00'	71°03'58"	N02°01'05"W	175.35'

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

Michael A. Manzie, P.L.S. 4069

Guy L. Melvin, P.L.S. 4729

Manzie & Drake Land Surveying

117 South Ninth Street, Fernandina Beach, FL 32034

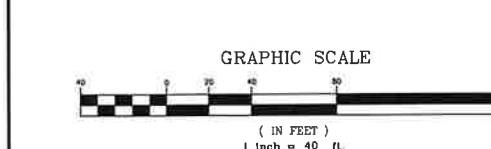
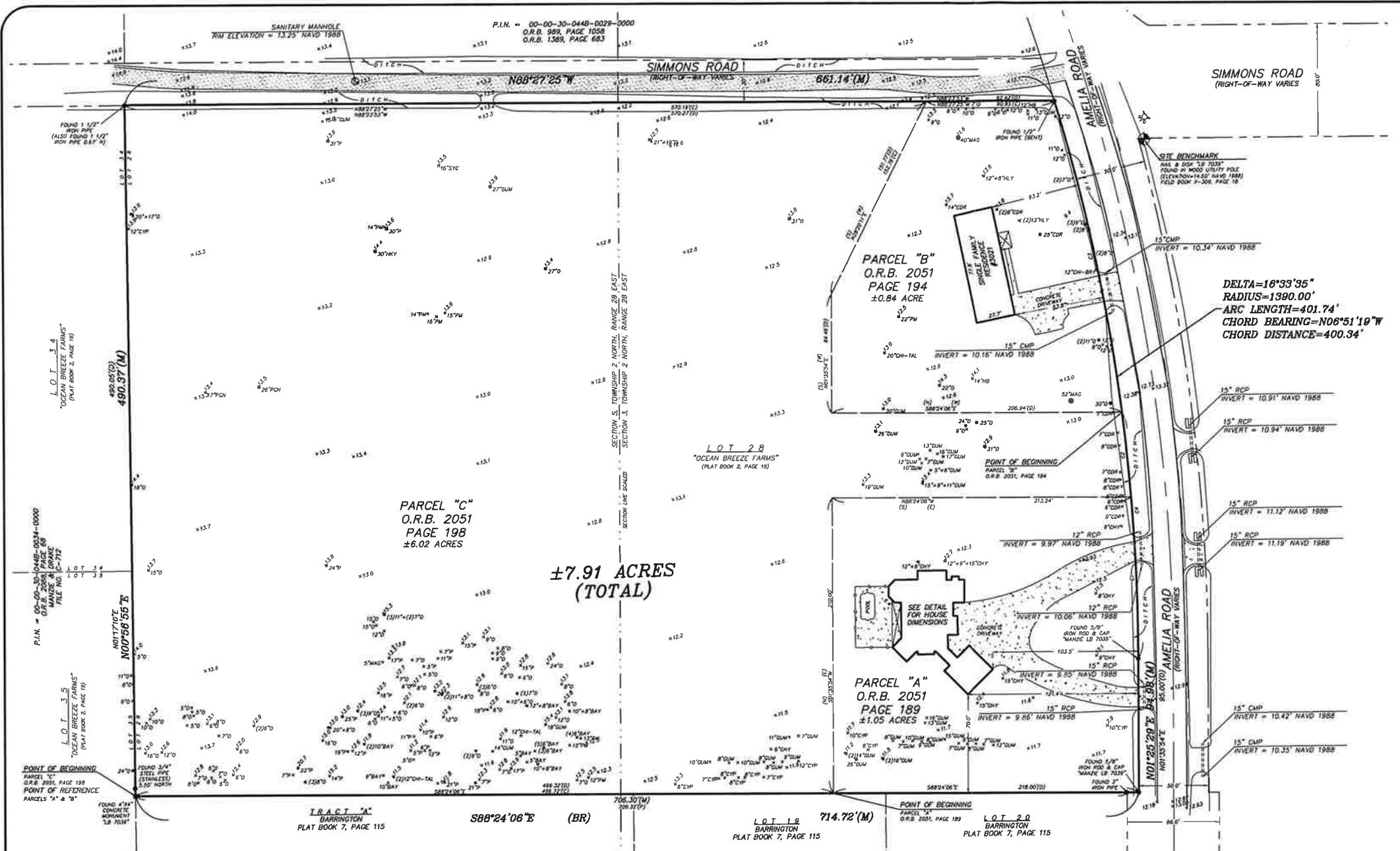
(904) 491-5700 FAX (904) 491-5777

Certificate of Authorization Number "LB 7039"

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

SCALE: 1"=40' JOB NO: 15979 DATE: 05/10/17 CAD: BH

F.B. NO: X-309 PAGE NO: 19 FIELD CREW: CB FILE NO: C-806



SURVEY NOTES:

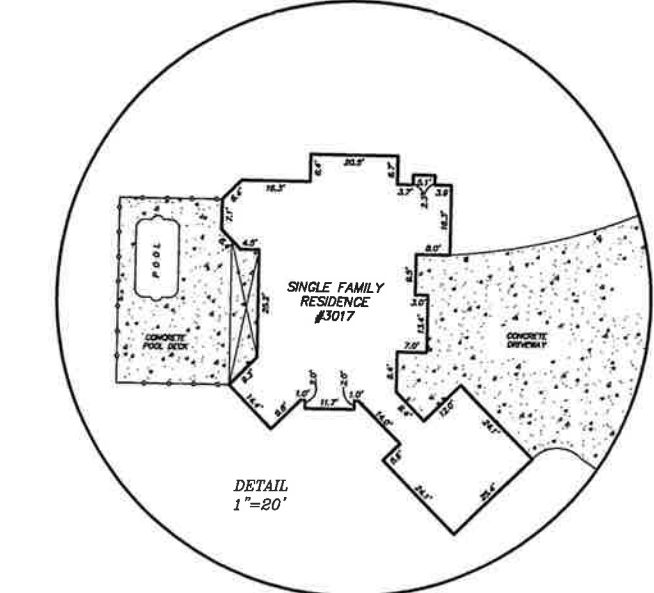
- The "Legal Description" hereon is in accord with the description provided by the client.
- Underground improvements were not located or shown.
- Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- Bearings shown hereon are based on S88°24'06"E for the south line of subject property. The bearing reference line is indicated as thus (BR).
- "Unless it bears the signature and the original rolled seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
- The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C-0377E, Dated 12/12/2010. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Site Benchmark is as shown hereon.
- Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
- The Reference Benchmark is a Found Nail & Disk (LB 7039) in southeast corner of FPU parcel at airport. (Monzie & Drake Job No. 14050, File No. C-084-A) (Elevation = 118.02' NAVD 1988).
- This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

TREE LEGEND

- DBT = DIRT TREE
- CHT = CHERRY TREE
- CH-TAL = CHERRY TALLOW TREE
- CWP = CYPRESS TREE
- GUW = GUM TREE
- MB = MADROGNEY TREE
- MYT = MYRTLE TREE
- MAU = MADROGNEY TREE
- O = OAK TREE
- MAH-MAL = MAHOGANY TREE
- P = PINE TREE
- POH = PINE TREE
- PM = PALM TREE

LEGEND

- E = CENTERLINE
- CCP = CONCRETE PLATFORM
- CWP = CORRUGATED METAL PIPE
- CCP = COVERED AREA
- CLP = CONCRETE PLATFORM
- RCP = REINFORCED CONCRETE PIPE
- PAN = PARCEL IDENTIFICATION NUMBER
- (C) = CALCULATED
- (M) = MEASURED
- (D) = DEED
- (P) = PLAT



LAKESIDE RESERVE

PLAT BOOK _____ PAGE _____
SHEET 1 OF 2 SHEETS

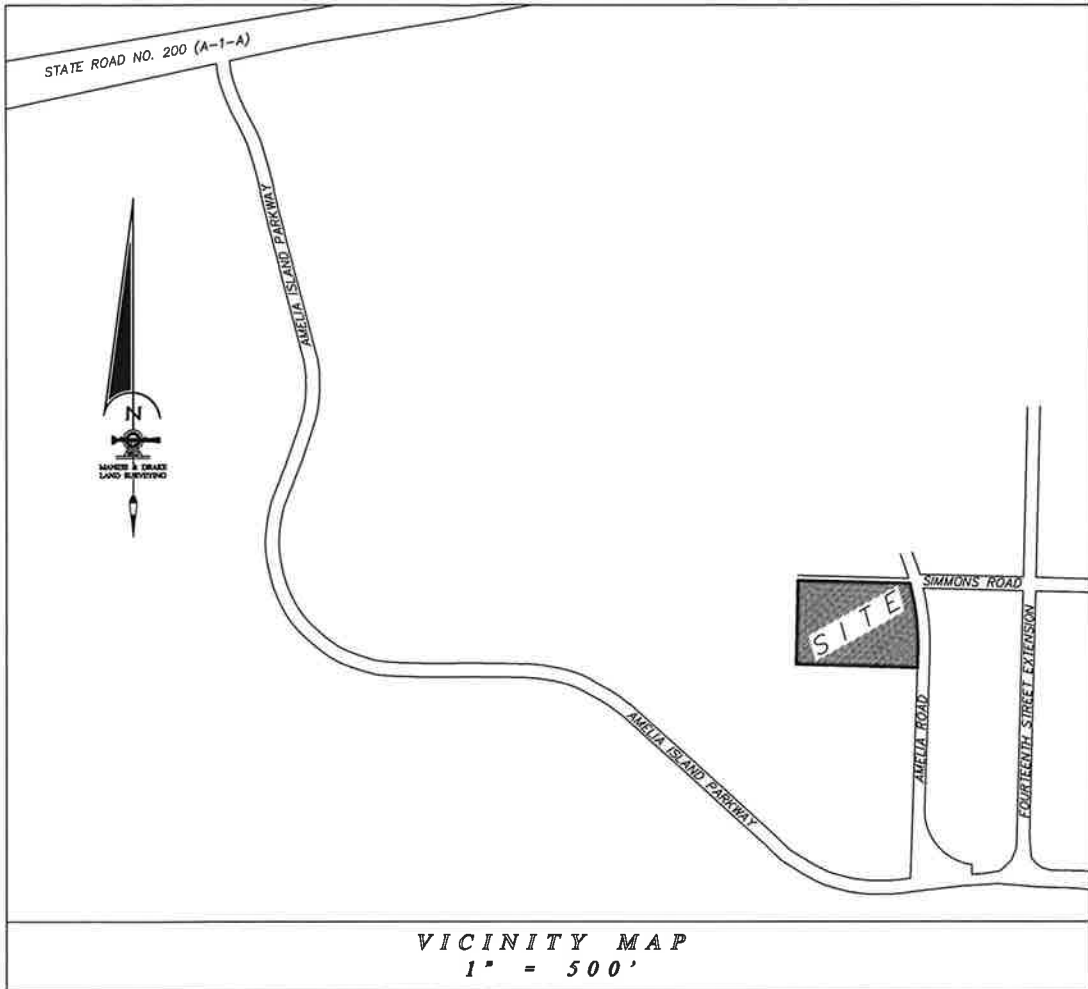
CAPTION:

A PORTION OF SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING A PORTION OF LOT 28, "OCEAN BREEZE FARMS", ACCORDING TO THE PLAT THEREOF RECORDED PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF "BARRINGTON", ACCORDING TO THE PLAT THEREOF RECORDED PLAT BOOK 7, PAGE 115, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 88°24'08" EAST, ALONG THE NORTHERLY LINE OF SAID PLAT OF "BARRINGTON", A DISTANCE OF 714.72 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD (A 50 FOOT RIGHT-OF-WAY); THENCE NORTH 01°25'28" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID AMELIA ROAD, A DISTANCE OF 94.98 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,390.00 FEET; THENCE NORTHERLY ALONG WESTERLY RIGHT-OF-WAY LINE OF SAID AMELIA ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°33'35", AN ARC DISTANCE OF 401.74 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 06°51'19" WEST A DISTANCE OF 400.34 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF SIMMONS ROAD (A 30 FOOT RIGHT-OF-WAY); THENCE NORTH 88°27'25" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SIMMONS ROAD, A DISTANCE OF 651.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 28, "OCEAN BREEZE FARMS"; THENCE SOUTH 00°56'55" WEST, ALONG THE WEST LINE OF SAID LOT 28, "OCEAN BREEZE FARMS"; A DISTANCE OF 490.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.91 ACRES, MORE OR LESS.

A PORTION OF SECTIONS 3 & 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, BEING A REPLAT OF THAT PORTION OF LOT 28, OCEAN BREEZE FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD.



COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBERS: 00-00-30-0448-0028-0010
00-00-30-0448-0028-0010
00-00-30-0448-0028-0014
00-00-30-0448-0028-0012

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

SIGNED THIS _____ DAY OF _____, A.D. 2017.

TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

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

THIS _____ DAY OF _____, A.D. 2017.

DIRECTOR OF EMERGENCY SERVICES

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D., 2017.

CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____ DAY OF _____, A.D., 2017.

BY: MAYOR

ATTEST: CITY CLERK

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.081, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. THIS _____ DAY OF _____, A.D. 2017.

CLERK OF THE CIRCUIT COURT

ZONING CERTIFICATION

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

THIS _____ DAY OF _____, 2017.

DIRECTOR OF PLANNING

SURVEYOR'S CERTIFICATE

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

SIGNED THIS _____ DAY OF _____, A.D. 2017.

MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE NO. 4069

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

CERTIFICATE OF REVIEW BY CITY EMPLOYED/CONTRACTED SURVEYOR/MAPPER

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

SURVEYOR / MAPPER

DATE

PRINT NAME: _____

FLORIDA REGISTRATION NO.: _____

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, "THE ASPIRE AT AMELIA II, LLC", IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "LAKESIDE RESERVE", AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

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

THE ROAD RIGHTS-OF-WAY, DESIGNATED IN THE PLAT AS "LAKESIDE TERRACE & LAKESIDE LANE" ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH.

NON-EXCLUSIVE EASEMENTS FOR DRAINAGE AND FOR MAINTENANCE OF LANDSCAPING AND DRAINAGE IMPROVEMENTS OVER THOSE EASEMENTS DESIGNATED HEREON AS DRAINAGE EASEMENTS ARE SUBJECT TO THE RIGHTS AND RESERVATIONS CONTAINED HEREON, AND SHALL BE RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO NASSAU COUNTY, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.

TRACTS "A" & "B" (OPEN SPACE TRACT) ARE HEREBY DEDICATED TO AND SHALL BE A PERPETUAL MAINTENANCE OBLIGATION OF THE LAKESIDE RESERVE HOMEOWNERS ASSOCIATION.

TRACT "C" (POND TRACT) IS HEREBY DEDICATED TO AND SHALL BE A PERPETUAL MAINTENANCE OBLIGATION OF THE LAKESIDE RESERVE HOMEOWNERS ASSOCIATION.

FLORIDA PUBLIC UTILITIES AND ITS SUCCESSORS AND ASSIGNS ARE HEREBY IRREVOCABLY DEDICATED A SEVEN & ONE-HALF (7 1/2) FOOT EASEMENT ALONG THE FRONT OF EACH LOT FOR ITS USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

THE ASPIRE AT AMELIA II, LLC

WITNESS _____

NAME: _____

PRINT OR TYPE NAME _____

TITLE: _____

WITNESS _____

PRINT OR TYPE NAME _____

STATE OF: _____
COUNTY OF: _____

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

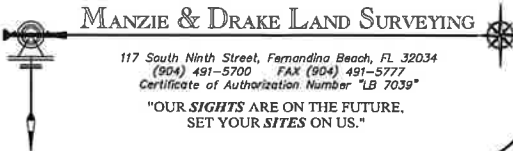
WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____, A.D., 2017.

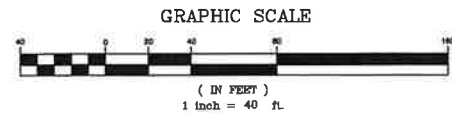
NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES : _____

SURVEYOR'S NOTES

- 1.) ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET WITH IDENTIFICATION "MANZIE LB 7039".
- 2.) ☒ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
- 3.) BEARINGS SHOWN HEREON ARE BASED ON S88°24'06"E FOR THE SOUTH LINE OF SUBJECT PROPERTY.
- 4.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0377 G, DATED 08/02/2017.
- 5.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 6.) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
- 7.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO CITY OF FERNANDINA BEACH SUBDIVISION REGULATIONS AND BE APPROVED BY THE CITY OF FERNANDINA BEACH.
- 8.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "BLM".
- 9.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "BLM", ARE AS FOLLOWS:
FRONT SETBACK = 25'; SIDE SETBACK = 10' OF LOT WIDTH;
SIDE SETBACK FOR SIDE ABUTTING STREET = 15'; REAR SETBACK = 25'
- 10.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 3, AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 5, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
- 11.) ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED
- 12.) LOTS SHOWN HEREON ARE INTENDED FOR RESIDENTIAL PURPOSES.

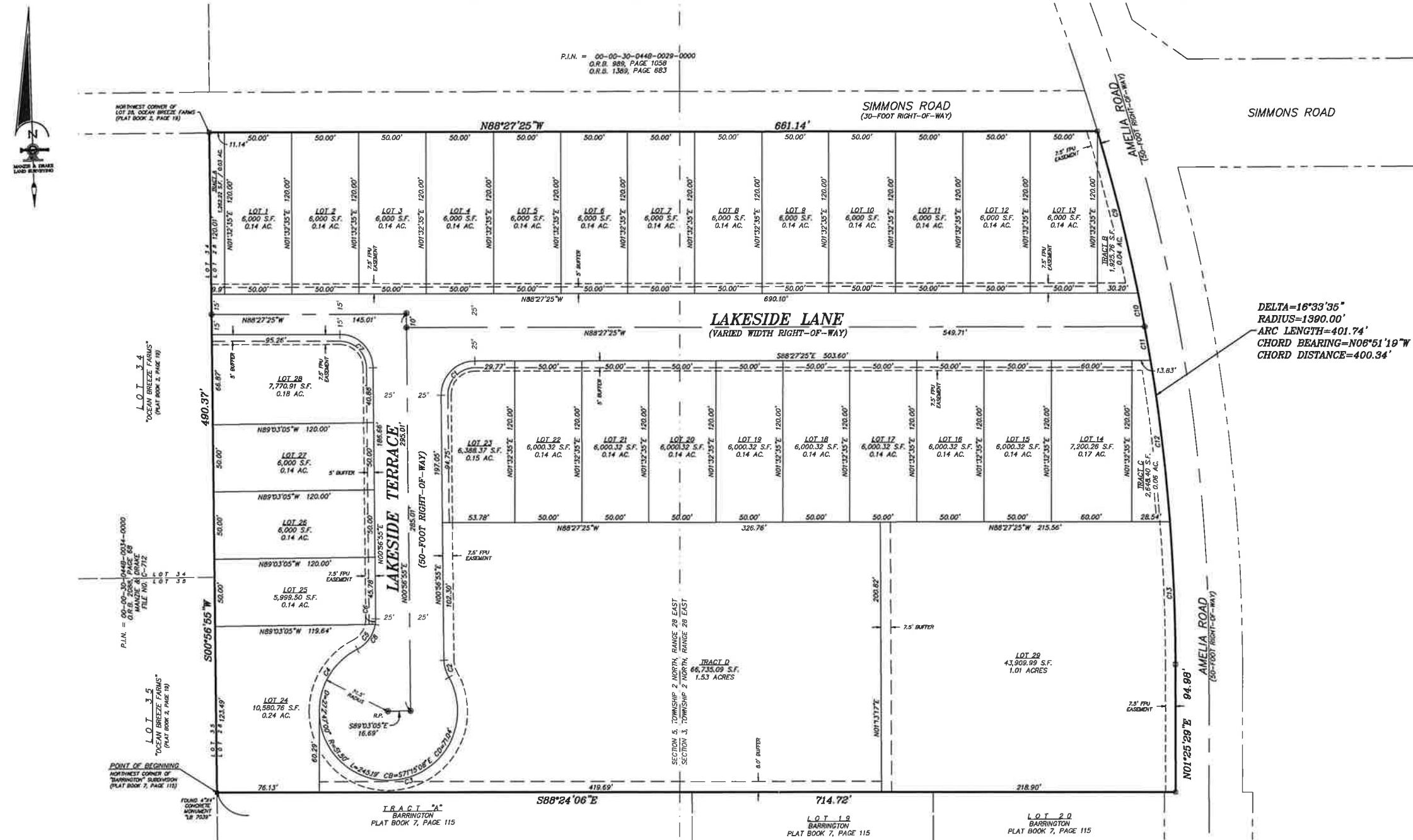




LAKESIDE RESERVE

PLAT BOOK PAGE
SHEET 2 OF 2 SHEETS

A PORTION OF SECTIONS 3 & 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, BEING A REPLAT OF THAT PORTION OF LOT 28, OCEAN BREEZE FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD.



DELTA=16°33'35"
RADIUS=1390.00'
ARC LENGTH=401.74'
CHORD BEARING=N08°51'19"W
CHORD DISTANCE=400.34'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.53'	25.00'	90°35'40"	S46°14'45"W	35.54'
C2	13.44'	25.00'	30°47'51"	N14°27'01"E	13.28'
C3	188.08'	51.50'	209°14'32"	N78°58'38"E	99.66'
C4	57.11'	51.50'	63°32'28"	S33°22'08"W	54.23'
C5	23.77'	25.00'	54°28'53"	N37°53'56"E	22.89'
C6	4.24'	25.00'	9°42'23"	N5°48'06"E	4.23'
C7	39.01'	25.00'	89°24'20"	N43°45'15"W	35.17'
C8	28.01'	25.00'	64°11'28"	N33°02'38"E	26.57'
C9	123.78'	1390.00'	5°06'08"	N12°35'02"W	123.74'
C10	25.47'	1390.00'	1°03'00"	N9°30'28"W	25.47'
C11	25.39'	1390.00'	1°02'47"	N8°27'34"W	25.39'
C12	120.94'	1390.00'	4°59'06"	N5°26'38"W	120.90'
C13	106.16'	1390.00'	4°22'33"	N0°45'48"W	106.14'

LEGEND
O.R.B. = OFFICIAL RECORDS BOOK
P.L.N. = PARCEL IDENTIFICATION NUMBER
L.R. = UNDIVIDED BUSINESS
S.F. = SQUARE FEET
D = DELTA
AC = ACRES
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
CD = CHORD DISTANCE

MANZIE & DRAKE LAND SURVEYING

117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number: 18 7039

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



STAFF REPORT
PAB 2017-11 (Preliminary Plat)
Planning Advisory Board Hearing
October 11, 2017

APPLICATION FOR FINAL PLAT
ASPIRE AT AMELIA II/ LAKESIDE RESERVE

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	The Aspire at Amelia II, LLC				
AGENT:	Gillette and Associates, Inc.				
REQUESTED ACTION:	Preliminary Plat for Lakeside Reserve				
LOCATION:	3017 and 3021 Amelia Road (Amelia Road and Simmons Road)				
CURRENT LAND USE + ZONING:	Medium Density Residential (MDR) Land Use + Residential Low-Medium (RLM) zoning				
EXISTING USES ON SITE:	3017 Amelia Road contains a Single Family home and swimming pool, 3021 Amelia Road contains a Single Family home, ~5.93 acres of land are "pastureland" identified as Old Amelia Farm				
PROPERTY SIZE:	7.91 Acres Parcel ID #: 00-00-30-044B-0028-0010, 00-00-31-044B-0028-0012, 00-00-30-044B-0028-0014				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
NASSAU COUNTY	North	Single Family Home with a barn on 6.02 Acres of land and Simmons Road Unimproved ROW on northern border with 2018 FDOT funded multiuse path improvement	2004	Nassau County Residential Single Family 2	Nassau County Medium Density
WITHIN CITY LIMITS	South	Barrington Cove Subdivision- Single Family Homes (23 lots) and Site Improvements	2007-2016 <i>Nearing build-out</i>	R-1: Low Density Residential	Low Density Residential (LDR)
NASSAU COUNTY	East	Single Family Homes	1995/2015	Nassau County Residential Single Family 2	Nassau County Medium Density
WITHIN CITY LIMITS	West	Vacant Commercial Property (Portion of Aspire At Amelia- Assisted Living Complex)	Vacant	C-2 (General Commercial)	General Commercial (GC)

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

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant, Aspire at Amelia II, LLC, requests preliminary plat approval of a single family home subdivision containing 29 lots on 7.90 acres of land located on Amelia Road and Simmons Road. The property was annexed by the City of Fernandina Beach in October 2016 (Ordinance 2016-24) and assigned the Medium Density Residential (MDR) land use (Ordinance 2016-25, and RLM (Residential Low-Medium) zoning designation (Ordinance 2016-26). The applicant intends to build a single family home subdivision to be named "Lakeside Reserve." The established land use and zoning categories allow for up to 47 dwelling units on the property with the maximum density of six (6) dwelling units per acre. The applicant's preliminary plat demonstrates a build-out density of 3.67 units per acre.



STAFF REPORT
PAB 2017-11 (Preliminary Plat)
Planning Advisory Board Hearing
October 11, 2017

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

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

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. The proposed development will rely on an open roadway (Amelia Road) for access to the subdivision. Water and sewer services are available to serve the site and this proposed development. No leapfrog development is occurring. The development is accessed through Nassau County improved and maintained roadways.

Uses along Amelia Road are consistent with the City's single family residential land use pattern for the area. The requested preliminary plat development pattern is consistent with the characteristics of the surrounding developed properties. The applicant has not supplied a report stating the soil suitability or the presence or absence of natural resources; however, this is not a greenfield development. The site currently contains two (2) single family homes, associated ancillary uses, and farmland. This is a previously disturbed development site which is not located in a Coastal Upland Protection Zone or special flood hazard area, and the levels of service are discussed above.

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

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	Policy 4.01.02 All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour



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storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.

**Potable Water
Facilities**

Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)

Fire-Rescue Services

240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)

**Police and Law
Enforcement Services**

Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed at the time the City annexed the property and assigned the Medium Density Residential land use and RLM Zoning. Given the established Medium Density Residential (MDR) land use and RLM (Residential Low-Medium) zoning which allows for up to six (6) dwelling units per acre on the subject property, the development potential of the site could have resulted in a maximum of 47 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 29 dwelling units, Staff estimates that approximately 278 Average Daily Trips (ADT) could be generated by this development; resulting in 29 p.m. peak hour trips¹. Traffic impacts are likely on only State and Nassau County maintained roadways. Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This would be similar to the past collection of transportation impact fees which ceased in 2006.

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 10,150 gallons of water per day (29 units x 350 gallons per ERC per day).

The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 23,345 gallons of wastewater per day (29 units x 2.3 x 350 gallons per ERC per day). The Commercial facilities are calculated by an Equivalent Residential Connection (ERC) standard, which is calculated by the utilities director. The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay

¹ ITE Code 210 (Single-Family Detached Housing) average PM peak hour trips = 29 (~1 trip/ dwelling unit)



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for what improvements are necessary to accommodate any proposed development. These determinations will be made in advance of site plan review and necessary improvements will be required as a part of site plan approval.

As for solid waste and drainage, the City currently has a contracted services with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the preliminary plat review. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 1.02.03, and 4.01.01.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

- A. A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.
- B. In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:
 - 1. The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.
 - 2. The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.
 - 3. The proposed name of the subdivision.
 - 4. Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.
 - 5. All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.
 - 6. Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.
 - 7. Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.
 - 8. Location of the nearest available public water supply and wastewater disposal system.
 - 9. A topographic survey, soils report, grading plan, and an erosion control plan.
 - 10. Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.
 - 11. A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.
 - 12. A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification, and establishing a base flood elevation for all proposed lots within the subdivision.



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13. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.

The applicant has complied with the subdivision requirements of the Land Development Code. The Preliminary Plat has been reviewed for technical completeness by the TRC and the developer has addressed the first round of comments provided by the committee and submitted a second review set for consideration on September 28, 2017. The applicant understands that site work cannot commence until a Local Development Order has been issued and permits are granted to begin infrastructure installation. The Preliminary Plat is being presented at this time in an effort to run a parallel process with the technical review.

CONCLUSION:

The requested Preliminary Plat is consistent with the City's Comprehensive Plan and the Land Development Code. Based on the findings of the Technical Review Committee and planning staff's review of the application, staff recommends approval of the Preliminary Plat. Staff notes that updates to the signature boxes are necessary to reflect City of Fernandina Beach (instead of Nassau County). This is an update that can occur prior to the final plat recording.

Following the recommendation of the Planning Advisory Board (PAB), the Preliminary Plat will move forward to the City Commission in the form of a Resolution.

MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2017-11 to the City Commission requesting that a Preliminary Plat for Phase II of the Aspire at Amelia complex be **(approved or denied)** and that PAB case 2017-11, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

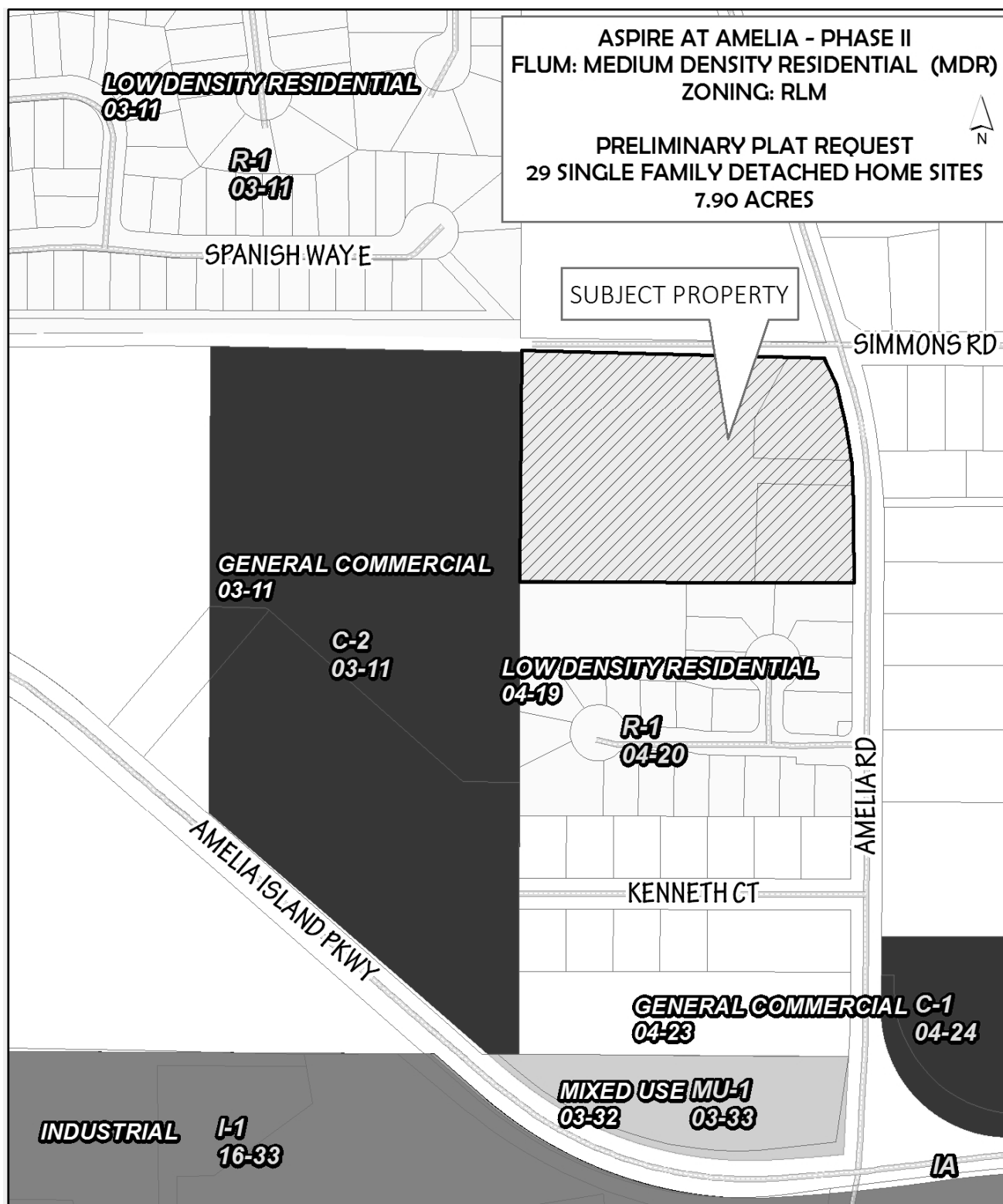
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Planning Manager



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EXHIBIT A



RESOLUTION 2017-173

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE BUDGET FOR THE FISCAL YEAR 2016/2017; 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, City staff has identified several areas needing additional funds for Fiscal Year 2016/2017; and

WHEREAS, twelve budget amendments are needed to ensure expenditures do not exceed the budget on a line-by-line basis for fiscal year ending September 30, 2017.

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 following budget amendments:

- a. Police, a transfer of \$32,000 from the Police Salaries account, 0012100-51200, to the Overtime account, 0012100-51400, for overtime costs related to Hurricane Irma.
- b. Fire, a transfer of \$16,000 from the Fire Salaries account, 0012200-51200, to the Overtime account, 0012200-51400, for overtime costs related to Hurricane Irma.
- c. Streets, a transfer of \$6,400 from the Streets Salaries account, 0014100-51200, to the Overtime account, 0014100-51400, for overtime costs related to Hurricane Irma.
- d. Streets, a transfer of \$2,500 from the Professional Services account, 0014100-53100, to the Repair & Maintenance Vehicle Parts account, 0014100-54640, for higher than anticipated costs of repairs to vehicles.
- e. Parks, a transfer of \$4,000 from the Miscellaneous Expenses account, 00117210-54900, to the Contractual account, 00117210-53400, for higher than anticipated expenses.
- f. Recreation/Youth, a transfer of \$5,000 from Rec Salaries account, 0017200-51200, to the Youth Part Time Salaries account, 0017230-51350, for additional staff needed.
- g. Recreation/Youth, a transfer of \$400 from Rec Salaries account, 0017200-51200, to the Youth Seasonal/Temporary account, 0017230-51300, for additional staff needed.
- h. Golf, a transfer of \$7,000 from the Repair & Maintenance Grounds account, 410-54610, to the Repair & Maintenance Equipment account, 410-54620, for higher than anticipated costs of repairs to equipment.
- i. Wastewater, a transfer of \$5,200 from the Salaries account, 450-51200, to the Overtime account, 410-51400, for overtime costs related to Hurricane Irma.
- j. Water, a transfer of \$4,000 from the Contractual account, 460-53400 to the Utilities account, 460-54300, for higher than anticipated expenses.

- k. Water, a transfer of \$6,000 from the Travel/Training account, 460-54000, to the Utilities account, 460-54300, for higher than anticipated expenses.
- l. Fleet, a transfer of \$13,000 from the Oil/Gas account, 510-58600, to the Vehicle Parts account, 510-58700 for higher than anticipated costs of parts for vehicles.

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

ADOPTED this 8th of November, 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

Budget Amendment needing Commission approval

FROM	Acct Desc	TO	Acct Desc	
0012100	51200 Police Salaries	0012100	51400 Police Overtime	32,000
0012200	51200 Fire Salaries	0012200	51400 Fire Overtime	16,000
0014100	51200 Streets Salaries	0014100	51400 Streets Overtime	6,400
0014100	53100 Streets Professional Services	0014100	54640 Streets R/M Veh Parts	2,500
0017210	54900 Parks Misc Expenses	0017210	53400 Parks Contractual	4,000
0017200	51200 Rec Salaries	0017230	51350 Youth Part Time	5,000
0017200	51200 Rec Salaries	0017230	51300 Youth Seasonal/Temporary	400
410	54610 Golf R/M Grounds	410	54620 Golf R/M Equipment	7,000
450	51200 Wastewater Salaries	450	51400 Wastewater Overtime	5,200
460	53400 Water Contractual	460	54300 Water Utilities	4,000
460	54000 Water Travel/Training	460	54300 Water Utilities	6,000
510	58600 Fleet Gas/Oil	510	58700 Fleet Vehicle Parts	13,000

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-174
Agreement Approval - Comcast Enterprise Services

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-174

SYNOPSIS: The City uses Metro E services for its wide area network to provide a shared network for the City to maintain software applications and store vital documents. This master services agreement with Comcast Enterprise Services is the renegotiation of an existing contract to provide those same services at a reduced rate to the City. The term of this agreement is for sixty months. At that time the agreement may be terminated by either party. If the agreement is not terminated, it continues on a month-to-month basis.

FISCAL IMPACT: The amount of \$4,671 per month is budgeted and available in various accounts in FY 2017/2018.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-174.

Tammi E. Bach, City Attorney 10/16/2017

Dale Martin, City Manager 10/20/2017

Patti Clifford, Comptroller 10/25/2017

Date: October 12, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2017-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH COMCAST ENTERPRISE SERVICES TO PROVIDE A MANAGED METRO-ETHERNET WIDE AREA NETWORK SOLUTION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes Metro E services for its wide area network (WAN), which provides a shared network for the City to maintain software applications and store documents vital to the City's day-to-day operations; and

WHEREAS, only two providers service the local area; and

WHEREAS, this is a renegotiation of an existing agreement that provides redundant circuits; and

WHEREAS, the Master Services Agreement will replace the existing agreement and allow the City to realize a savings of \$1,067 per month; and

WHEREAS, the term of the agreement is sixty months. At that time, the agreement may be terminated by either party. If the agreement is not terminated, it continues on a month-to-month basis; and

WHEREAS, the amount per month is \$4,671 and funding is budgeted and available in various accounts in FY 2017/2018.

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

SECTION 1. The City Commission hereby approves the Comcast Enterprise Services Master Services Agreement, attached hereto as Exhibit "A"; The First Amendment to the agreement, attached hereto as Exhibit "B"; and the Renewal Service Order, attached hereto as Exhibit "C".

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 take effect immediately upon passage.

ADOPTED this 8th day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner - Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FL-171967-dneug	MSA Term: 60 months	Customer Name: City of Fernandina Beach
CUSTOMER INFORMATION		
Primary Contact: Jennifer Nagle	Primary Contact Address Information	
Title: System Administrator	Address 1: 204 Ash Street	
Phone: (904) 310-3287	Address 2:	
Cell:	City: Fernandina Beach	
Fax:	State: FL	
Email: jnagle@fbfl.org	Zip Code: 32034	

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)	
Signature:	
Name: Dale L. Martin	
Title: City Manager	
Date:	
COMCAST USE ONLY (by authorized representative)	
Signature: John Schuchart	Sales Rep: Jeanine Arant
Name: John Schuchart	Sales Rep Email: jeanine_nelson@cable.comcast.com
Title: Vice Principal resident Comcast Region Florida	
Date: 10/12/2017	Division: Central

APPROVED AS TO FORM & LEGALITY:

CITY ATTORNEY

Amendment No. FL-171967-dneug/AI

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. FL-171967-dneug

This First Amendment ("Amendment") is concurrently entered into on October 6, 2017 ("Effective Date") in conjunction with the Comcast Enterprise Services Master Services Agreement No. FL-171967-dneug ("Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and City of Fernandina Beach ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 3.3 of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. however, Comcast shall provide Customer with a fifteen (15) day grace period immediately subsequent to the thirty (30) day payment remittance period. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

2. Article 3.8 General Terms and Conditions is hereby modified to read as follows:

"Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice. Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice. Except as otherwise provided herein, payment of any disputed amounts by Customer shall not constitute a waiver of any rights or claims of Customer."

ATTEST: _____

Amendment No. FL-171967-dneug/AI

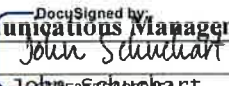
3. Article 4.3 General Terms and Conditions is hereby modified to read as follows:

"Sales Order Renewal. Upon the expiration of the Service Term each Sales Order shall automatically renew for successive periods of one (1) month each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing."

4. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

"Non-Appropriation of Funds. Customer warrants and represents that it is a government entity for purposes of procurement under the applicable state procurement laws. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state or federal agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated ("Termination") by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this "Non-Appropriation of Funds" provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Comcast in accordance with Article 3.3 herein. The capital expenses amount set forth hereunder shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term."

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Fernandina Beach		Comcast Cable Communications Management, LLC	
Signature:		Signature:	
Printed Name:	Dale L. Martin	Printed Name:	John Schuchart
Title:	City Manager	Title:	Vice Principal resident Comcast Business
Date:		Date:	10/12/2017

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

MSA ID#: FL-171967-dnaug

SO ID#: 9246392

Account Name: City of Fernandina Beach

Primary Contact: Jennifer Nagel

Billing Account Name: City of Fernandina Beach

INVOICE ADDRESS

Title: System Administrator

Billing Name
(3rd Party Accounts)

Address 1: 204 Ash St

Address 1: 204 Ash St

Billing Contact: Jennifer Nagel

Address 2:

Address 2:

City: Fernandina Beach

City: Fernandina Beach

Title: System Administrator

State: FL

State: FL

Phone: (904) 310-3287

Zip Code: 32034

Zip: 32034

Cell:

Tax Exempt: Yes

Phone: (904) 310-3287

Fax:

* If Yes, please provide and attach all applicable tax exemption certificates

Cell:

Email: jnagel@fbfl.org

Fax:

Email: jnagel@fbfl.org

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges	\$4,630.67
Current Trunk Services Monthly Recurring Charges	\$369.00
Total Current Monthly Recurring Charges (all Services):	\$4,999.67

Change Monthly Recurring Charges	-\$1,066.67
Change Trunk Services Monthly Recurring Charges	\$0.00
Change Monthly Recurring Charges (all Services):	-\$1,066.67

Total Monthly Recurring Charges	\$3,564.00
Total Trunk Services Monthly Recurring Charges	\$369.00
Total Monthly Recurring Charges (all Services):	\$3,933.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Standard Installation Fees*	\$0.00
Total Trunk Services Standard Installation Fees	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee*:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES

Current Ethernet Services Equipment Fee Monthly Recurring Charges	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Change Ethernet Services Equipment Fee Monthly Recurring Charges	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Total Ethernet Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered into between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

* The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:

- a. Comcast will send to the ALI database or Subscriber Location Database (SLOB) the main billing telephone number and the main address provided by Customer; or
- b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its system to maintain station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLOB database, as is appropriate.
- * Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from reaching the caller's location.
- * Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity in the event of a power outage. Employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- * Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- * All questions should be directed to 1-800-391-3000, E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

APPROVED AND FORWARDED
CITY CLERK

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

Signature: <i>Dale L. Martin</i>		Signature: <i>John Schuchart</i>		Sales Rep: Jeanine Arant	
Name: Dale L. Martin		Name: John Schuchart		Sales Rep E-Mail: Jeanine_nelson@cable.comcast.com	
Title: City Manager		Title: Vice Principal resident Comcast Business		Location: Florida	
Date: 10/12/2017		Date: 10/12/2017		Division: Central	

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Fernandina Beach

Date: 8/18/2017

MSA ID#: FL-171967-dneug

SO ID#: 9246392

Short Description of Service:

Service Term: 36 MONTHS

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Fire Dept 1 / 225 S 14th St	-	Intrastate	1	(\$62.43)	\$0.00
002	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	Fire Dept 1 / 225 S 14th St	-	Intrastate	1	(\$249.73)	\$0.00
003	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Police Dept / 1525 Lime St	-	Intrastate	1	(\$62.43)	\$0.00
004	Renew	Remove	ENS - Basic Network Bandwidth	30 Mbps	Police Dept / 1525 Lime St	-	Intrastate	1	(\$278.86)	\$0.00
005	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Fire Dept 2 / 2800 JOHN ROBAS R	-	Intrastate	1	(\$62.43)	\$0.00
006	Renew	Remove	ENS - Basic Network Bandwidth	10 Mbps	Fire Dept 2 / 2800 JOHN ROBAS R	-	Intrastate	1	(\$216.42)	\$0.00
007	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	City Hall Fernandina Beach / 204 A	-	Intrastate	1	(\$62.43)	\$0.00
008	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	City Hall Fernandina Beach / 204 A	-	Intrastate	1	(\$499.45)	\$0.00
009	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Nassau Supervisor of Elections / 96	-	Intrastate	1	(\$105.00)	\$0.00
010	Renew	Remove	ENS - Basic Network Bandwidth	10 Mbps	Nassau Supervisor of Elections / 96	-	Intrastate	1	(\$364.00)	\$0.00
011	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Peck Center 1 and 2 / 516 S 10th S	-	Intrastate	1	(\$69.32)	\$0.00
012	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	Peck Center 1 and 2 / 516 S 10th S	-	Intrastate	1	(\$554.57)	\$0.00
013	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Marina / 1 S FRONT ST	-	Intrastate	1	(\$62.43)	\$0.00
014	Renew	Remove	ENS - Basic Network Bandwidth	3 Mbps	Marina / 1 S FRONT ST	-	Intrastate	1	(\$70.76)	\$0.00
015	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Parks and Rec / 2500 Atlantic Ave	-	Intrastate	1	(\$62.43)	\$0.00
016	Renew	Remove	ENS - Basic Network Bandwidth	10 Mbps	Parks and Rec / 2500 Atlantic Ave	-	Intrastate	1	(\$216.42)	\$0.00
017	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	MLK Center / 1200 ELM ST	-	Intrastate	1	(\$62.43)	\$0.00
018	Renew	Remove	ENS - Basic Network Bandwidth	2 Mbps	MLK Center / 1200 ELM ST	-	Intrastate	1	(\$49.95)	\$0.00
019	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Golf Club / 2800 Bill Melton Rd	-	Intrastate	1	(\$62.43)	\$0.00
020	Renew	Remove	ENS - Basic Network Bandwidth	3 Mbps	Golf Club / 2800 Bill Melton Rd	-	Intrastate	1	(\$70.76)	\$0.00
021	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Airport / 700 AIRPORT RD	-	Intrastate	1	(\$62.43)	\$0.00
022	Renew	Remove	ENS - Basic Network Bandwidth	4 Mbps	Airport / 700 AIRPORT RD	-	Intrastate	1	(\$91.57)	\$0.00
023	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Utility Dept / 1180 S 5TH ST	-	Intrastate	1	(\$62.43)	\$0.00
024	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	Utility Dept / 1180 S 5TH ST	-	Intrastate	1	(\$249.73)	\$0.00
025	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	CSX Data Center / 6425 SOUTHPC	-	Intrastate	1	(\$84.11)	\$0.00
026	Renew	Remove	ENS - Basic Network Bandwidth	200 Mbps	CSX Data Center / 6425 SOUTHPC	-	Intrastate	1	(\$723.34)	\$0.00
027	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Water Plant 1 / ATLANTIC AVE	-	Intrastate	1	(\$62.43)	\$0.00
028	Renew	Remove	ENS - Basic Network Bandwidth	2 Mbps	Water Plant 1 / ATLANTIC AVE	-	Intrastate	1	(\$49.95)	\$0.00
029	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Fire Dept 1 / 225 S 14th St	-	Intrastate	1	\$50.82	\$0.00
030	Renew	Add	ENS - Basic Network Bandwidth	20 Mbps	Fire Dept 1 / 225 S 14th St	-	Intrastate	1	\$203.27	\$0.00
031	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Police Dept / 1525 Lime St	-	Intrastate	1	\$50.82	\$0.00
032	Renew	Add	ENS - Basic Network Bandwidth	30 Mbps	Police Dept / 1525 Lime St	-	Intrastate	1	\$226.98	\$0.00
033	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Fire Dept 2 / 2800 JOHN ROBAS R	-	Intrastate	1	\$50.82	\$0.00
034	Renew	Add	ENS - Basic Network Bandwidth	10 Mbps	Fire Dept 2 / 2800 JOHN ROBAS R	-	Intrastate	1	\$176.17	\$0.00
035	Renew	Add	Ethernet Network Interface - 10 / 100	Port	City Hall Fernandina Beach / 204 A	-	Intrastate	1	\$50.82	\$0.00
036	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	City Hall Fernandina Beach / 204 A	-	Intrastate	1	\$406.54	\$0.00
037	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Nassau Supervisor of Elections / 96	-	Intrastate	1	\$50.82	\$0.00
038	Renew	Add	ENS - Basic Network Bandwidth	10 Mbps	Nassau Supervisor of Elections / 96	-	Intrastate	1	\$176.17	\$0.00
039	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Peck Center 1 and 2 / 516 S 10th S	-	Intrastate	1	\$50.82	\$0.00
040	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	Peck Center 1 and 2 / 516 S 10th S	-	Intrastate	1	\$406.54	\$0.00
041	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Marina / 1 S FRONT ST	-	Intrastate	1	\$50.82	\$0.00
042	Renew	Add	ENS - Basic Network Bandwidth	3 Mbps	Marina / 1 S FRONT ST	-	Intrastate	1	\$57.59	\$0.00
043	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Parks and Rec / 2500 Atlantic Ave	-	Intrastate	1	\$50.82	\$0.00
044	Renew	Add	ENS - Basic Network Bandwidth	10 Mbps	Parks and Rec / 2500 Atlantic Ave	-	Intrastate	1	\$176.17	\$0.00
045	Renew	Add	Ethernet Network Interface - 10 / 100	Port	MLK Center / 1200 ELM ST	-	Intrastate	1	\$50.82	\$0.00
046	Renew	Add	ENS - Basic Network Bandwidth	2 Mbps	MLK Center / 1200 ELM ST	-	Intrastate	1	\$40.65	\$0.00
047	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Golf Club / 2800 Bill Melton Rd	-	Intrastate	1	\$50.82	\$0.00
048	Renew	Add	ENS - Basic Network Bandwidth	3 Mbps	Golf Club / 2800 Bill Melton Rd	-	Intrastate	1	\$57.59	\$0.00
049	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Airport / 700 AIRPORT RD	-	Intrastate	1	\$50.82	\$0.00
050	Renew	Add	ENS - Basic Network Bandwidth	4 Mbps	Airport / 700 AIRPORT RD	-	Intrastate	1	\$74.53	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL: (\$2,069.47) \$0.00

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Fernandina Beach

Date: 8/18/2017

MSA ID#: FL-171967-dneug

SO ID#: 9246392

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
051	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Utility Dept / 1180 S 5TH ST	-	Intrastate	1	\$50.82	\$0.00
052	Renew	Add	ENS - Basic Network Bandwidth	20 Mbps	Utility Dept / 1180 S 5TH ST	-	Intrastate	1	\$203.27	\$0.00
053	Renew	Add	Ethernet Network Interface - Gig E	Port	CSX Data Center / 6425 SOUTHPC	-	Intrastate	1	\$220.21	\$0.00
054	Renew	Add	ENS - Basic Network Bandwidth	200 Mbps	CSX Data Center / 6425 SOUTHPC	-	Intrastate	1	\$437.03	\$0.00
055	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Water Plant 1 / ATLANTIC AVE	-	Intrastate	1	\$50.82	\$0.00
056	Renew	Add	ENS - Basic Network Bandwidth	2 Mbps	Water Plant 1 / ATLANTIC AVE	-	Intrastate	1	\$40.65	\$0.00
057	Renew	No Change	PRI Port	Port	Police Dept / 1525 Lime St	-	Interstate	1	\$0.00	\$0.00
058	-	-	-	-	-	-	-	-	\$0.00	\$0.00
059	-	-	-	-	-	-	-	-	\$0.00	\$0.00
060	-	-	-	-	-	-	-	-	\$0.00	\$0.00
061	-	-	-	-	-	-	-	-	\$0.00	\$0.00
062	-	-	-	-	-	-	-	-	\$0.00	\$0.00
063	-	-	-	-	-	-	-	-	\$0.00	\$0.00
064	-	-	-	-	-	-	-	-	\$0.00	\$0.00
065	-	-	-	-	-	-	-	-	\$0.00	\$0.00
066	-	-	-	-	-	-	-	-	\$0.00	\$0.00
067	-	-	-	-	-	-	-	-	\$0.00	\$0.00
068	-	-	-	-	-	-	-	-	\$0.00	\$0.00
069	-	-	-	-	-	-	-	-	\$0.00	\$0.00
070	-	-	-	-	-	-	-	-	\$0.00	\$0.00
071	-	-	-	-	-	-	-	-	\$0.00	\$0.00
072	-	-	-	-	-	-	-	-	\$0.00	\$0.00
073	-	-	-	-	-	-	-	-	\$0.00	\$0.00
074	-	-	-	-	-	-	-	-	\$0.00	\$0.00
075	-	-	-	-	-	-	-	-	\$0.00	\$0.00
076	-	-	-	-	-	-	-	-	\$0.00	\$0.00
077	-	-	-	-	-	-	-	-	\$0.00	\$0.00
078	-	-	-	-	-	-	-	-	\$0.00	\$0.00
079	-	-	-	-	-	-	-	-	\$0.00	\$0.00
080	-	-	-	-	-	-	-	-	\$0.00	\$0.00
081	-	-	-	-	-	-	-	-	\$0.00	\$0.00
082	-	-	-	-	-	-	-	-	\$0.00	\$0.00
083	-	-	-	-	-	-	-	-	\$0.00	\$0.00
084	-	-	-	-	-	-	-	-	\$0.00	\$0.00
085	-	-	-	-	-	-	-	-	\$0.00	\$0.00
086	-	-	-	-	-	-	-	-	\$0.00	\$0.00
087	-	-	-	-	-	-	-	-	\$0.00	\$0.00
088	-	-	-	-	-	-	-	-	\$0.00	\$0.00
089	-	-	-	-	-	-	-	-	\$0.00	\$0.00
090	-	-	-	-	-	-	-	-	\$0.00	\$0.00
091	-	-	-	-	-	-	-	-	\$0.00	\$0.00
092	-	-	-	-	-	-	-	-	\$0.00	\$0.00
093	-	-	-	-	-	-	-	-	\$0.00	\$0.00
094	-	-	-	-	-	-	-	-	\$0.00	\$0.00
095	-	-	-	-	-	-	-	-	\$0.00	\$0.00
096	-	-	-	-	-	-	-	-	\$0.00	\$0.00
097	-	-	-	-	-	-	-	-	\$0.00	\$0.00
098	-	-	-	-	-	-	-	-	\$0.00	\$0.00
099	-	-	-	-	-	-	-	-	\$0.00	\$0.00
100	-	-	-	-	-	-	-	-	\$0.00	\$0.00
101	-	-	-	-	-	-	-	-	\$0.00	\$0.00
102	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL:

\$1,002.80

\$0.00

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 8/18/2017

MSA ID#: []

FL-171967-dneug

SO ID#:

9246392

Account Name:

City of Fernandina Beach

[illegible]

COMCAST
BUSINESS

COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 8/18/2017 MSA ID#: FL-171967-dneug SO ID#: 9246392 Account Name: City of Fernandina Beach
Service Term: 36 MONTHS

																									Solution Charges					
Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees	
1	Police Dept	1													2							Yes	Yes	\$369.00	\$0.00	\$369.00	\$0.00	\$0.00	\$0.00	
2																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
11																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
12																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
13																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
14																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
15																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
16																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
17																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
18																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
19																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
20																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
21																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
22																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
23																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
24																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
25																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
26																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
27																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
28																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
29																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
30																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
31																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
32																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
33																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
34																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
35																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
36																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
37																								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Page 7 Total:																									\$369.00	\$0.00	\$369.00	\$0.00	\$0.00	\$0.00

Date: 8/18/2017 MSA ID#: FL-171967-dneug SO ID#: 9246392 Account Name: City of Fernandina Beach

Location Name/Site ID:	Police Dept
Address 1:	1525 Lime St
Address 2:	STE 999
City:	Fernandina Beach
State:	FL
Zip:	32034

Technical Contact Name:	Dana Whicker
Technical Contact Phone Number:	(904) 310-3286
Technical Contact Email Address:	dwhicker@bfl.org
Technical Contact On-Site (Y/N)	N

Detail of Monthly Recurring Charges:

Business Class Trunks	☐ SIP Trunk	
PRI Interface		X

Ethernet/Trunk Promotion Option	CW.ENT1FullPRIBP_Eth_WVI
Ethernet/Trunk Promotion Option	
\$200 MRC Discount off 1 Full (23 Channel) Business Trunk PRI for a reduced rate of \$289. Business Ethernet Required. PRI MRC Discount rolls to rate card at end of original term. Standard Install Waived, expedited Orders Excluded. 3 year term required. Taxes, Usage Fees and Equip Extra.	

Voice Selections	Quantity	Unit Price (Monthly)	Total Price (Monthly)
PRI Only			
Fractional PRI		\$349.00	\$0.00
# of Additional Channels PORT 1		\$14.00	\$0.00
# of Additional Channels PORT 2		\$14.00	\$0.00
# of Additional Channels PORT 3		\$14.00	\$0.00
# of Additional Channels PORT 4		\$14.00	\$0.00
# of Additional Channels PORT 5		\$14.00	\$0.00
# of Additional Channels PORT 6		\$14.00	\$0.00
# of Additional Channels PORT 7		\$14.00	\$0.00
# of Additional Channels PORT 8		\$14.00	\$0.00
Full PRI	1	\$489.00	\$489.00
SIP Only			
Universal Features			
# of 20 TN Blocks*		\$5.00	\$0.00
# of 100 TN Blocks		\$20.00	\$0.00
# of 200 TN Blocks	2	\$40.00	\$80.00
# of 500 TN Blocks		\$100.00	\$0.00
# of 1000 TN Blocks		\$200.00	\$0.00
# of RCF TNs		\$0.00	\$0.00
# of Toll Free Numbers		\$10.00	\$0.00
# of Trunk Groups		Included	\$0.00
# of Trunk Groups with DNIS		\$50.00	\$0.00
Direct Termination Overflow		\$10.00	\$0.00
Non-Published Directory Listing (No DL or 411)		\$2.00	\$0.00
Non-Listed Directory Listing (No DL, Yes 411)		\$2.00	\$0.00
Government / School Listing	1	\$2.00	\$2.00
Monthly Call Detail Record (CDR)	Yes	\$0.00	\$0.00

Request Type:	Renewal
Action:	Renew - No Change
Transport Type Change:	

For Existing Trunk Service Customers Only	
Current Total Trunk Service MRC	\$369.00
Current Total Trunk Service Equipment Fee MRC	\$0.00
New Configured Trunk Service MRC	\$385.95
Total Change Trunk Service MRC (Incremental MRC)	\$0.00
Current Remaining Contract Term (Months)	

Aggregate Monthly Recurring Charges	
Service Term	36 Months
Monthly Recurring Charge:	\$571.00
Monthly Equipment Fee:	\$14.95
Promotional Discount:	(\$200.00)
Total Trunk Services Monthly Recurring Charge*	\$385.95

*Applicable federal, state, and local taxes, Call Forward Not Reachable charges, and fees may apply; usage fees not included.

Trunk Services Standard Installation Fees:	
Toll Free Charge:	\$0.00
RCF Fee:	\$0.00
Directory Listing Suppression Fee	\$0.00
Site Installation Charges*	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00

Directory Listing	Government/School
DL Type of Account	Local City Government
Enhanced Listing	No
Directory Listing Phone Number	
Directory Listing Display Name	City of Fernandina Beach
PLA Display Name	
DA/DL Header Text Information	
Caller ID Display Name	City of Fernandina Beach

Caller ID (Yes/No) ☐ Yes ☒ No
Call Blocking (Yes/No) ☐ Yes ☒ No
Customer requests Call Forward Not Reachable? ☐ Yes ☒ No
Customer requests International Dialing? ☐ Yes ☒ No

Customer may change its International Dialing preference by contacting Comcast in writing.

FOR COMCAST USE ONLY	
Sales Representative Code:	
Sales Manager/Director:	
Sales Manager/Director Approval:	
Division:	
Lead ID:	

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-175
Purchase Approval - Dell Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-175

SYNOPSIS: The City increasingly utilizes electronic methods to maintain software applications and store documents vital to the City's operations and records retention policies.

The equipment is being purchased using cooperative purchasing Contract No: WN08AGW-2015.

FISCAL IMPACT: The total is \$63,449.34, and funding is budgeted and available in various accounts in FY 2017/2018.

The two servers total 17,243.82 and are budgeted in the IT Equipment account, 0011310 56400. The storage device is 46,205.52 and is budgeted in the Capital Expansion Admin Equipment account 3101000 56400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-175.

Dale Martin, City Manager 10/20/2017

Patti Clifford, Comptroller 10/23/2017

Tammi E. Bach, City Attorney 10/27/2017

Date: October 18, 2017

Submitted By: Dana Whicker, IT Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO SERVERS AND A STORAGE DEVICE FROM DELL, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City increasingly utilizes electronic methods to maintain software applications and store documents vital to the City's operations and records retention policies; and

WHEREAS, the equipment will be purchased using cooperative purchasing Contract No: WN08AGW-2015; and

WHEREAS, the total equipment cost is \$63,449.34. Funding is budgeted and available in the IT Equipment account, 0011310 56400 and the Capital Expansion Admin Equipment account 3101000 56400 in FY 2017/2018; and

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

SECTION 1. The City Commission hereby approves the purchase referenced in the attached quote, attached hereto as Exhibit "A"; and the purchasing agreement attached hereto as Exhibit "B".

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 take effect immediately upon passage.

ADOPTED this 8th day of November, 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



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$63,449.34

Quote number: 3000018361025.1	Quote date: Oct. 11, 2017	Quote expiration: Nov. 10, 2017	Solution ID: 8714786
Company name: CITY OF FERNANDINA BEACH	Customer number: 11051584	Phone: (904) 277-7385	
Sales rep information: Angela Curry Angela_Curry@Dell.com (800) 456-3355 Ext: 5130632	Billing Information: CITY OF FERNANDINA BEACH 204 ASH ST PO DRAWER 68 FERNANDINA BEACH FL 32034-4230 US (904) 277-7385		

Pricing Summary

Item	Qty	Unit Price	Subtotal
PS6210S - [dellstar_1279_ps6210s]	1	\$46,205.52	\$46,205.52
PowerEdge R430 - [dellstar_11598]	1	\$8,019.54	\$8,019.54
PowerEdge R430 - [dellstar_11598] (2)	1	\$9,224.28	\$9,224.28
		Subtotal:	\$63,449.34
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$63,449.34
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$63,449.34

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Angela Curry

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: MICHAEL ROONEY	Shipping phone: (904) 277-7304	Shipping via: Standard Ground	Shipping Address: 204 ASH ST FERNANDINA BEACH FL 32034-4230 US
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SKU	Description	Qty	Unit Price	Subtotal
	PS6210S - [dellstar_1279_ps6210s]	1	\$46,205.52	\$46,205.52
	Estimated delivery date: Oct. 24 - 27, 2017 Contract No: WN08AGW Customer Agreement No: 43211500-WSCA-15-ACS			
210-ABPG	EqualLogic PS6210S, Ultra High Performance 2.5" SSD	1	-	-
340-AGDE	Documentation and Shipping for 2U Arrays	1	-	-
400-ACFM	24x 400GB Solid State Drives 9.6TB Capacity	1	-	-
540-BBDM	Dual Controllers, 10Gb, High Availability with Failover	1	-	-
770-BBCL	ReadyRails II Static Rails for 4-post Racks	1	-	-
450-AAZW	Redundant Power Supply, 700W	1	-	-
450-ABNE	Power Supply Regulatory Label, 700W, AC	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
965-0338	EqualLogic Advanced Software Warranty and Service,7x24 Access,5 Year	1	-	-
965-0355	Dell Hardware Limited Warranty Extended Year	1	-	-
965-0356	Dell Hardware Limited Warranty Initial Year	1	-	-
965-0378	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended	1	-	-

965-0379	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	1	-	-
965-0384	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
939-5497	INFO Global Onsite Dell Engineer Install Exception	1	-	-
SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R430 - [dellstar_11598]	1	\$8,019.54	\$8,019.54
	Estimated delivery date: Oct. 24 - 27, 2017			
	Contract No: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
210-ADLO	PowerEdge R430 Server	1	-	-
384-BBMW	PowerEdge R430/R530 Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
321-BBNI	3.5" Chassis with up to 4 Hard Drives	1	-	-
340-AMJF	PowerEdge R430 Shipping	1	-	-
338-BJEB	Intel Xeon E5-2609 v4 1.7GHz,20M Cache,6.4GT/s QPI,8C/8T (85W) Max Mem 1866MHz	1	-	-
338-BJEC	Intel Xeon E5-2609 v4 1.7GHz,20M Cache,6.4GT/s QPI,8C/8T (85W) Max Mem 1866MHz	1	-	-
370-ABXP	DIMM Blanks for System with 2 Processors	1	-	-
370-ABXV	Cooling Fan	1	-	-
374-BBIJ	135W Heatsink	1	-	-
374-BBIJ	135W Heatsink	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBPL	RAID 0 for H330/H730/H730P (1-8 HDDs or SSDs)	1	-	-
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	1	-	-
542-BBCO	On-Board LOM 1GBE (Dual Port for Towers, Quad Port for Racks)	1	-	-

330-BBDX	iDRAC Port Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
429-AABH	No Optical Drive Internal for 4 HD Chassis	1	-	-
350-BBBW	No Bezel	1	-	-
770-BBBM	ReadyRails Static Rails for 2/4-post Racks	1	-	-
750-AABF	Power Saving Dell Active Power Controller	1	-	-
450-AEGZ	Dual, Hot-plug, Redundant Power Supply (1+1), 550W	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
332-1286	US Order	1	-	-
330-BBEF	Riser with Two x16 PCIe Gen3 LP slots (x16 PCIe lanes), R430	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
996-8029	Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed	1	-	-
997-2924	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
997-2928	Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 5 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
909-0259	Dell Proactive Systems Management - Declined - www.dell.com/Proactive	1	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	8	-	-
400-AKJP	200GB Solid State Drive SATA Write Intensive 6Gbps 2.5in Hot-plug Drive, 3.5in HYB CARR, S3710	4	-	-
540-BBRL	Intel X550 Dual Port 10G Base-T Adapter, Low Profile	1	-	-
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R430 - [dellstar_11598] (2)	1	\$9,224.28	\$9,224.28
	Estimated delivery date: Oct. 24 - 27, 2017			
	Contract No: WN08AGW			

Customer Agreement No: 43211500-WSCA-15-ACS				
210-ADLO	PowerEdge R430 Server	1	-	-
384-BBMW	PowerEdge R430/R530 Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
321-BBNK	2.5" Chassis with up to 8 Hot Plug Hard Drives	1	-	-
340-AMJF	PowerEdge R430 Shipping	1	-	-
338-BFFI	Intel Xeon E5-2670 v3 2.3GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (120W) Max Mem 2133MHz	1	-	-
374-BBGP	Intel Xeon E5-2670 v3 2.3GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (120W) Max Mem 2133MHz	1	-	-
370-ABXP	DIMM Blanks for System with 2 Processors	1	-	-
370-ABXV	Cooling Fan	1	-	-
374-BBIJ	135W Heatsink	1	-	-
374-BBIJ	135W Heatsink	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBPK	No RAID for HBA330/H330/H730/H730P (1-8 HDDs or SSDs)	1	-	-
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	1	-	-
542-BBCO	On-Board LOM 1GBE (Dual Port for Towers, Quad Port for Racks)	1	-	-
330-BBDX	iDRAC Port Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
429-AAQN	No Optical Drive Internal for 8 HD Chassis	1	-	-
325-BCJU	Dell EMC 1U Standard Bezel	1	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-AEGZ	Dual, Hot-plug, Redundant Power Supply (1+1), 550W	1	-	-
450-AAGG	No Power Cord	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
619-ABVR	No Operating System	1	-	-

421-5736	No Media Required	1	-	-
332-1286	US Order	1	-	-
330-BBEF	Riser with Two x16 PCIe Gen3 LP slots (x16 PCIe lanes), R430	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
996-8029	Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed	1	-	-
997-2924	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
997-2928	Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 5 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
909-0259	Dell Proactive Systems Management - Declined - www.dell.com/Proactive	1	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	8	-	-
400-AEIB	120GB Solid State Drive SATA Boot 6Gbps 2.5in Hot-plug Drive,13G	2	-	-
540-BBRL	Intel X550 Dual Port 10G Base-T Adapter, Low Profile	1	-	-
			Subtotal:	\$63,449.34
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$63,449.34

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

✓ TEB
10/18/17

PARTICIPATING ADDENDUM
to the
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

And

The State of Florida
Dell Contract Code WN08AGW
Alternate Contract Source No. 43211500-WSCA-15-ACS

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1. Scope: The State of Minnesota, Department of Administration, Materials Management Division publicly conducted a Request for Proposal on behalf of the State of Minnesota and the National Association of State Procurement Officials Cooperative Procurement Program (NASPO ValuePoint) resulting in Master Agreement number MNWNC-108. The Master Agreement led by the State of Minnesota along with a multi-state sourcing team, was created for use by state agencies and other entities that are authorized by that state's statutes to utilize cooperative agreements, upon written approval of the State's chief procurement official.

The Master Agreement for computer equipment (desktops, laptops, tablets, servers, and storage, and ruggedized devices, including related peripherals & services) identifies the product bands awarded to the Contractor.

This Participating Addendum (Addendum) is made and entered into as of the Effective Date by and between the State of Florida (Participating State) and Dell Marketing, L.P. (Contractor). This Addendum allows for purchase of computer equipment from the Master Agreement. This Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative agreements by eligible users authorized by a Participating State's statutes are subject to the prior approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. Order of Precedence:
In the event of a conflict, the following documents shall have priority in the order set forth below:
 - a. This Participating Addendum
 - b. Exhibit 2, PUR 1000
 - c. Exhibit 1, Minnesota NASPO ValuePoint Master Agreement No. MNWNC-108.

Contractor Modifications or Additions to terms and conditions. Notwithstanding any term to the contrary in Exhibit 2:

- a. Returns and Exchanges. Additional fees, including up to a 15% restocking fee, may apply. Dell will

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Dell Marketing, L.P.

And

The State of Florida

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- notify eligible user if such fees apply upon receipt of return request.
- b. Software Licensing. The terms of the Master Agreement shall be the controlling terms with respect to Software licensing.
 - c. Payment. Eligible User will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services.
 - d. Subcontracting. Contractor may retain subcontractors from time to time in the ordinary course of business to perform imaging or Custom Factory Integration, warranty, break/fix, administrative and back office services, provided that such subcontractors will not have access to Eligible User's confidential data (other than billing and contact information) and provided that Contractor shall remain responsible for the performance of its obligations under this Addendum.
 - e. Delivery. F.O.B. Destination. Title and risk of loss pass to customer upon delivery. Dell standard 3-5 day ground shipping and handling will be paid for by Contractor. There may be additional fees for custom shipping or delivery requests, including but not limited to inside delivery, which will be quoted to customer upon request.
5. Participating State Modifications or Additions to Master Agreement:
- A. Upon execution of this Addendum, all eligible users may purchase products and services under contract using the Florida alternate contract source number 43211500-WSCA-15-ACS. Eligible users acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Addendum.
 - 1. The following are modifications to the Master Agreement:
 - a. PUR 1000 Form; General Contract Conditions, is attached hereto and incorporated herein as Exhibit 2
 - b. Discriminatory Vendors. A vendor placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.
 - c. Effective Date: This Addendum shall become effective on the last date signed below and is

PARTICIPATING ADDENDUM
to the
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COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

And
The State of Florida
Dell Contract Code WN08AGW
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- coterminous with Exhibit 1, unless terminated earlier by the Participating State.
- d. Vendor Registration and Transaction Fees: In order to complete any transaction between an eligible user and the Contractor, the Contractor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in [MyFloridaMarketPlace](#). Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule. This fee amount will be adjusted to the Contractor's Master Agreement pricing and not invoiced or charged to the Eligible User.
 - e. Purchases: In order to procure products and services hereunder, eligible users shall issue purchase orders or use a purchasing card which shall reference Florida alternate contract source number 43211500-WSCA-15-ACS. Use of a purchasing-card is permitted at the time of order placement only, and not permitted for payment of invoices issued by Contractor. Eligible users are responsible for reviewing the terms and conditions of this Addendum including all Exhibits.
 - f. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern this Addendum. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for termination or nonrenewal of this Addendum.
 - g. Additional Eligible User Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this Addendum, the eligible user is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
 - h. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)- (c) and (g), Florida Statutes, are hereby incorporated by reference.
 - i. Public Records: The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Addendum,

PARTICIPATING ADDENDUM
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unless the records are exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Participating State may unilaterally terminate this Addendum if the Contractor refuses to allow public access as required in this section. If, under this Addendum, the Contractor is providing services and is acting on behalf of the public agency as provided under subsection 119.011(2), Florida Statutes, the Contractor must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of this Addendum and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to public agency in a format that is compatible with the information technology systems of the Department.
- j. The State of Florida's performance and obligation to pay under this Addendum is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
- B. **Contract Document:** This Addendum and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of the contract.
- C. **Intellectual Property:** The parties do not anticipate that any intellectual property will be developed as a result of this Addendum. However, unless specified otherwise in the Statement of Work entered into by Dell and the Eligible User, the rights, title and interest in any deliverables or intellectual property developed as a result of this Addendum shall be subject to the terms of Section 30 of the Master Agreement

PARTICIPATING ADDENDUM
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- D. **Employment Eligibility Verification:** Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall require resellers/partners performing work or providing services under this Addendum to utilize the E-Verify system to verify employment of all new employees hired by the reseller/partner during the Addendum term.
- E. **Price List/Preferred Price:** The Contractor's price list will be the same as the WSCA-NASPO price list, and the Department will post a link on the Department's website to the price list posted on the WSCA-NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible. Paragraph 4(b) of the PUR1000 is not applicable.
- F. **Scrutinized Company List:** In executing this Addendum, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Participating State may immediately terminate this Addendum for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Addendum.
- G. **Orders:** Any Order placed by eligible users under this Participating Addendum referencing Alternate Contract Source No. 43211500-WSCA-15-ACS for a product and/or service available from the Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement and this Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
 - 1. The Contractor agrees to meet the following requirements:
 - a. Provide appropriate contact information for eligible users to use for product and/or service inquiries and purchases, as well as, the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the Master Agreement; and
 - b. If orders are to be sent to resellers/partners for fulfillment then the Contractor is

PARTICIPATING ADDENDUM
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Dell Marketing, L.P.

And
The State of Florida
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responsible for providing and updating this list of authorized resellers/partners for use to the Participating State/Entity.

2. Contractor must be able to accept purchase orders via fax, e-mail, or cXML as identified in H.1 below.
- H. Electronic Invoicing: The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP) within ninety (90) days from Addendum effective date. Electronic invoices shall be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below:
1. cXML (commerce eXtensible Markup Language)
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.
 2. EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.
 3. PO Flip via AN
The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

PARTICIPATING ADDENDUM
to the
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-108

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The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- I. **Contract Quarterly Reports:** The Contractor shall submit a Quarterly Report in the Standard Report Format and with the Data Elements, described below, electronically to the Participating State/Entity within 30 days of the end of the quarter. The Contractor will cooperate with Participating State/Entity to accommodate reasonable requests for additional reports within 30 days written notice of such request, provided such additional reports are within Contractor's standard reporting capabilities with respect to data elements and format ("Contractor Standard Reports"). Custom reports not within Contractor's standard reporting capabilities may be available upon request for a reasonable fee to be quoted upon Contractor's review of the request. Failure to provide the Quarterly Report or other Contractor Standard Reports reasonably requested by the Participating State/Entity may result in the Contractor being found in default and may result in termination of this Addendum.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Participating State/Entity may terminate this Addendum.

Standard Report Format and Data Elements: Contractor shall report detailed sales data under this Participating Addendum in the format as required under the Master Agreement. Data elements on such report include:

- State;
- Entity/customer type, e.g., local government, higher education, K12, non-profit;
- Purchasing Entity name;
- Purchasing Entity bill-to and ship-to locations;
- Purchasing Entity and Contractor Purchase Order identifier/number(s);
- Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices);
- Purchase Order date;
- Ship Date; and
- Line item description, including product number if used. The report shall be submitted.

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Reports shall be delivered to the Participating State/Entity electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Participating State/Entity.

- J. Business Review Meetings: The Participating State/Entity reserves the right to schedule business review meetings as frequently as necessary. The Participating State/Entity will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State/Entity's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and Addendum termination.
- K. Commitment to Diversity in Government Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Office of Supplier Diversity spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Addendum.

- L. Resellers/Partners: The Contractor may use resellers/agents in order to provide computer equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractor shall make all determinations about which entities in the State of Florida that the Contractor authorized reseller/agent may support. The Contractors resellers/agents' participation will be in accordance with the terms and conditions set forth in the

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aforementioned Master Agreement and this Addendum. If a reseller/agent is authorized to conduct business on behalf of the Contractor and the reseller/agent is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/agent shall be resolved between the Contractor and the reseller/agent. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/agents. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

- M. Primary Contacts: The primary government contact individuals for this Addendum are as follows (or their named successors):

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Contractor

Name	Katherine Dunay
Address	Dell Marketing, L.P. One Dell Way, Mailstop RR1-33Round Rock, TX 78682
Telephone	512-728-4805
E-mail	Katherine_Dunay@dell.com

Participating Entity

Name	Jerilyn Bailey
Address	Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	850-921-4072
E-mail	jerilyn.bailey@dms.myflorida.com

N. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

6. Lease Agreements. Leasing is allowed under this Master Agreement pursuant to Paragraph 39 of the PUR1000, and the separately negotiated Dell Financial Services L. L.C. Master Lease Agreement for those entities utilizing this Participating Addendum who are authorized to enter into lease agreements under applicable law. Any assignment by an eligible user of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Contractor, and in no case shall any such approval excuse eligible user from its obligations hereunder.
7. Terms. The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

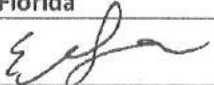
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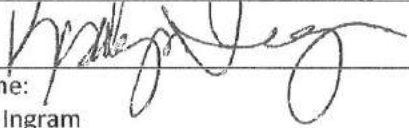
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Participating State: Florida	Contractor: Dell Marketing LP
By: 	By: 
Name: <i>Erin Reed</i>	Name: Lauren D. Newberry
Title:	Title: Contracts Consultant
Date: 9-7-15	Date: 8/14/2015

Florida's Chief Procurement Officer:
By: 
Name: Roz Ingram
Title: Director of State Purchasing and Chief Procurement Officer
Date: 9/2/15

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

**State of Florida
PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. ~~During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.~~ This section is not applicable in accordance with Section 5(E) of the Participating

Addendum.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations

of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated

performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business

operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s.287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-176
Budget Amendments - Golf Course & Airport

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-176

SYNOPSIS: Two projects (Golf Netting and Airport Roof Repairs) approved by the Commission in FY 2016/2017 were not completed. Funds must be transferred to cover remaining project expenses in FY 2017/2018.

FISCAL IMPACT: The two projects - Golf Netting and Airport Roof Repairs were both bid and awarded in FY 2016/2017. These budget amendments allow for funding in FY 2017/2018. Funds will be transferred from the respective funds' Reserve accounts.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-176.

Dale Martin, City Manager 10/20/2017

Tammi E. Bach, City Attorney 10/27/2017

Date: October 05, 2017

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2017-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE GOLF COURSE AND AIRPORT FUNDS IN FISCAL YEAR 2017/2018 FOR TWO PROJECTS CARRIED OVER FROM FISCAL YEAR 2016/2017; 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, two projects were approved late in Fiscal Year 2016/2017 and did not get underway until Fiscal Year 2017/2018 began; and

WHEREAS, it was anticipated these two projects would be completed by September 30, 2017, and as a result, no funds were included in the Fiscal Year 2017/2018 budget for the two projects; and

WHEREAS, to allow the funds needed to complete the two projects in Fiscal Year 2017/2018, staff recommends a transfer of \$35,600 to the Golf Repairs/Maintenance Grounds account, 410 54610, from the Golf Reserve account, 410 59990 for the netting contract awarded to Burbank Sport Net on September 5, 2017, via Resolution 2017-140, and, a transfer of \$202,850 to the Airport Repairs/Maintenance Building and Grounds account, 420 54610, from the Airport Reserve account, 420 59990 for the roof repair contract awarded to Otak on August 15, 2017, via Resolution 2017-125.

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 following two budget amendments: a transfer of \$35,600 to the Golf Repairs/Maintenance Grounds account, 410 54610, from the Golf Reserve account, 410 59990; and a transfer of \$202,850 to the Airport Repairs/Maintenance Building and Grounds account, 420 54610, from the Airport Reserve account, 420 59990.

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

ADOPTED this 8th day of November, 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

RESOLUTION 2017-140

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING ITB #17-08 FOR GOLF COURSE DRIVING RANGE NETTING REPLACEMENT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR SAME; AUTHORIZING EXECUTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised an Invitation to Bid #17-08 for Golf Course Driving Range Netting Replacement. Four bid proposals were received on August 08, 2017; and

WHEREAS, the lowest cost bid submitted to the City's ITB #17-08 was received from Burbank Sport Net, a Fernandina Beach based company, in the amount of \$35,562.00 for the Golf Course Driving Range Netting Replacement.

WHEREAS, the damage to the Golf Course Driving Range Netting was caused by Hurricane Matthew, with reimbursement in the amount of \$25,092.12 was received from the City's Insurance claim. City staff will pursue recovering the difference with FEMA; and

WHEREAS, funding is available in the Golf Fund's Repair/Maintenance Grounds account 410 54610.

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

SECTION 1. The City Commission hereby awards ITB #17-08 contract agreement for the replacement of the Golf Course Driving Range Netting, as specified in the Invitation to Bid, to Burbank Sport Nets, attached hereto as Exhibit "A" in the amount of \$35,562.00.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the contracts, after review and approval by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 5th day of September, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz

Commissioner – Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM:



Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

Resolution 2017-140
Exhibit A

EXHIBIT "A"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
CONTACT SHEET/BID FORM**

Total Bid Amount: \$ 35,562⁰⁰

Name: Burbank Sport Nets

Federal Taxpayer ID: 47-4258071

Mailing Address: P.O. Box 16198

City, State, & Zip Code: Fernandina Beach, FL 32035

Telephone: 904-321-0976

Fax: 904-321-1820

Email: info@burbanksportnets.com

Submitted By: Josh Kubala

Title: Project Manager

FIRM Accepts Credit Cards*: ☒ Yes ☐ No But prefer check / bank wire

Accounting Contact:

Name: Lacey Nell

Title: Office Manager

Email Address: L.Nell@burbanksportnets.com

Phone: 904-557-9934

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "B"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA 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 Driving range Netting
2. This sworn statement is submitted by (entity) BRC Sports, LLC. DBA Burbank Sport Nets whose business address is 325 Pogy Place, Fernandina, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 47-4258071 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Josh S. Baker and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

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

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

Signature

Date: 8/7/17

STATE OF FLORIDA
COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 7th day of August, 2017, and is personally known to me, or has provided _____ as identification.



Wendy Jo Handley
Notary Public

My Commission expires: JUNE 16, 2021

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "C"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
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:

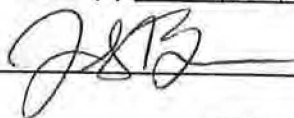
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about 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: BRC Sports, LLC. DBA Burbank Sport Nets

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

TELEPHONE NUMBER(S): 904-321-0976

SIGNATURE: 

NAME (TYPED OR PRINTED): Josh S. Baker TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "D"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 17-08

Project Description: Driving Range Netting Repair + Replacement

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: BRC Sports, LLC. DBA Burbank Sport Nets

Authorized Signature: [Signature]

Title: President

Date: 8/7/17

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "E"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
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: Josh S. Baker Title: President

Signature:  Date: 8/7/17

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "F"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for Driving Range Netting

This sworn statement is submitted by (entity) BRC Sports LLC DBA Burkank Sport Nets whose business address is 325 Pagan Place Fernandina, FL 32078 and (if applicable) Federal Employer Identification Number (FEIN) is 47-4258071 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Tosh S. Baker 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 RFP# 2016-03 described as (Code Enforcement Special Magistrate).
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity 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 [Signature]

Date: 8/1/17

STATE OF FLORIDA
COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this TH day of AUGUST, 2017, and is personally known to me, or has provided _____ as identification.

Wendy Jo Handley
Notary Signature

My Commission expires: JUNE 16, 2021



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "G"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
NON-COLLUSION AFFIDAVIT**

This sworn statement is submitted with Bid, Proposal or Contract for 17-08.

This sworn statement is submitted by (entity) BRC Sport & Netz whose business address is 325 Pogy Place Fernandina FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 47-428071 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Tak S. Balur 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.

Signature

Date:

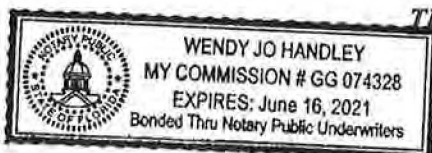
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 14th day of August, 2017, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: JUNE 16, 2021



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "H"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
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.

BRC Sports, LLC. DBA Burbank Sport Nets 8/7/17
Firm Date

[Signature]
Authorized Signature

Josh S. Baker President
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 #17-08
GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT



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
**GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT**

The City will receive sealed bids at the location stated below not later than
2:00 pm, August 08, 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.

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

City of Fernandina Beach, Florida
Addendum No. 1
For
INVITATION TO BID #17-08
GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT

ADDENDUM No. 1

The following changes are applicable to the original BID documents and specifications of ITB #17-08. 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 Bid Proposal.

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

NAME: Josh Kubala TITLE: Project Manager

ADDRESS: P.O. Box 16198

CITY: Fernandina Beach STATE: FL

AUTHORIZED SIGNATURE:  DATE: 8/9/17

I. Changes to ITB 17-08

- **Remove from bid specification** - Straighten poles that are leaning by removing cables, aligning the poles and repacking in the upright position as required.
- **Add to bid specifications** – Install new section of netting right side of driving range, section 50'x500'.

City of Fernandina Beach, Florida
Addendum No. 2
For
INVITATION TO BID #17-08
GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT



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
**GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT**

The City will receive sealed bids at the location stated below not later than
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City of Fernandina Beach, Florida
Addendum No. 1
For
INVITATION TO BID #17-08
GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT

ADDENDUM No. 2

The following changes are applicable to the original BID documents and specifications of ITB #17-08. 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 Bid Proposal.

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

NAME: Josh Kubala TITLE: Project Manager

ADDRESS: P.O. Box 16198

CITY: Fernandina Beach STATE: FL

AUTHORIZED SIGNATURE:  DATE: 8/9/17

Question #1 - "I received the addendum and would like to request clarification. It states that a new section of netting should be installed on the right side. I am assuming that it means that we are bidding on installing new poles in that section as well. Please verify? If we are installing new poles, are we also bidding on the removal of the structure on the right side, or will the city be handling the removal of netting and poles?"

Answer #1 - The bid specifications, scope of work, only addresses straightening the poles, not removing and/or replacing them. Addendum No. 1 removes "straightening the poles" from the bid specifications, scope of work. There will be no poles removed, replaced or straightened. The poles will remain in their current positions. The bid specifications, scope of work, will be for removing and replacing only the driving range netting.

CITY OF FERNANDINA BEACH BID OPENING

ITB #17-08 Golf Course Driving Range Netting

August 8, 2017 Bid Opening

[illegible]

AGREEMENT TO REPAIR AND REPLACE GOLF DRIVING RANGE NETTING

CITY OF FERNANDINA BEACH

This AGREEMENT made on the 6th day of September, 2017 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the CONTRACTOR, **BRC SPORTS, LLC DBA BURBANK SPORTS NET** whose address is **P.O. BOX 16198, FERNANDINA BEACH, FL 32035** ("CONTRACTOR").

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the CONTRACTOR will provide services to the City as described in Exhibit "A", attached hereto and incorporated as if fully set forth herein.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the 6th Day of September 2017. The Agreement shall terminate _____ from the date first written above.

A. Fees

As consideration for providing the services enumerated in Article I, the City of Fernandina Beach shall pay the CONTRACTOR **\$35,562.00**, which includes all expenses, upon the CONTRACTOR's submission of the final report and acceptance by the City. The payment **\$35,562.00** shall be the total sum owed by the CITY to CONTRACTOR, and CONTRACTOR is not entitled to expenses, taxes or fees of any kind in addition to the above referenced payment. The CITY shall pay any invoices due hereunder in accordance with the Florida Local Government Prompt Payment Act.

ARTICLE 3 - TERMS OF PERFORMANCE

A. Information Provided by CITY

The City of Fernandina Beach shall make available to the CONTRACTOR all data and information related to **DRIVING RANGE NETTING REPAIR AND REPLACEMENT**, except such information that is protected from disclosure by federal, state or local laws, including but not limited to protected health information.

B. Suspension of Work

If any services covered by this agreement to be carried out by the CONTRACTOR shall be suspended, abated, or abandoned at the direction of the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONTRACTOR, the City of Fernandina Beach shall pay the CONTRACTOR for services actually rendered for such suspended, abated, or abandoned work, and any reasonable additional documented costs incurred in an orderly closing of its activities, with the payment to be based on the fees as established in this agreement.

C. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes,

accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or City of Fernandina Beach may suspend its performance on any assignment as a result of a force majeure without being in default of this agreement, but upon the removal of such force majeure, the CONTRACTOR or City of Fernandina Beach shall resume its performance as soon as is reasonably possible.

D. Approval of Changes

The City of Fernandina Beach must approve any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which would result in additional costs or expenses to the City of Fernandina Beach. Changes include, but are not limited to: issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

E. Authorized Representative

Before starting work the CONTRACTOR shall designate an authorized representative acceptable to the City of Fernandina Beach to represent and act for the CONTRACTOR and shall inform the City of Fernandina Beach in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONTRACTOR shall keep the City of Fernandina Beach informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the City of Fernandina Beach shall be binding upon the CONTRACTOR and City of Fernandina Beach. The authorized representative of the City of Fernandina Beach shall be the Human Resources Director or her designee.

F. Termination

The City of Fernandina Beach may terminate, suspend, or delay this agreement for any reason by giving at least thirty (30) days written notice to the CONTRACTOR of its intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONTRACTOR, the City of Fernandina Beach shall forthwith pay the CONTRACTOR in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment shall be the sole financial obligation or responsibility of the City of Fernandina Beach for compensation hereunder in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination, Suspension or Delay is given by the CITY as set forth above. Upon termination, suspension or delay, at the City of Fernandina Beach's request, the CONTRACTOR shall turn over to the City of Fernandina Beach all work products completed or partially completed up to the date of termination, suspension or delay, including but not limited to, reports, statistics and other documentation related to the study. The City of Fernandina Beach shall have full rights to use all such work products, and in any manner, in the sole discretion of the City. The City of Fernandina Beach accepts sole responsibility for the use of the above-referenced work products unless prior written approval is obtained from the CONTRACTOR.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

A. Indemnification

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 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.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is 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.

B. CONTRACTOR's Status as an Independent CONTRACTOR

That status of the CONTRACTOR under this agreement is that of an independent CONTRACTOR. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the CONTRACTOR, nor shall the CONTRACTOR be an agent of the City of Fernandina Beach.

C. Waiver of Subrogation

The City of Fernandina Beach and the CONTRACTOR waive all rights against each other for damages caused by perils covered by insurance provided under this agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City of Fernandina Beach and the CONTRACTOR as trustees.

The City of Fernandina Beach and the CONTRACTOR waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance.

If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

D. CONTRACTOR's Insurance

The CONTRACTOR shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Fernandina Beach, and has named the City of Fernandina Beach as an additional insured, except for Worker's Compensation Coverage.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Fernandina Beach in writing.

The CONTRACTOR's insurance, and the insurance of any other party bound to the CONTRACTOR shall be considered primary. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

E. Loss Deductible

The City of Fernandina Beach shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONTRACTOR.

F. Certificate of Insurance

The City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City of Fernandina Beach and a copy to the CONTRACTOR at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach and such Certificate shall clearly state all the coverage required in this Article and name the City of Fernandina Beach as additional insured by separate written endorsement;
- If requested by the City of Fernandina Beach, the CONTRACTOR shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the CONTRACTOR's obligations to fulfill the requirements of this Article.

G. Workers' Compensation Insurance

The CONTRACTOR shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. The CONTRACTOR may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

H. Liability Insurance

The CONTRACTOR shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Fernandina Beach from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent CONTRACTORS, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

ARTICLE 5 - SUCCESSORS AND ASSIGNS

The City of Fernandina Beach and CONTRACTOR each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this agreement. Neither the City of Fernandina Beach nor the CONTRACTOR shall assign, sublet, or transfer any interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Fernandina Beach, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Fernandina Beach and CONTRACTOR.

ARTICLE 6 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the CONTRACTOR and the City of Fernandina Beach will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. Governing Laws

This agreement shall be governed by the laws of the State of Florida.

C: Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fourth Judicial Circuit Court, in and for Nassau County, Florida, and the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

D. Attorney's Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney's fees, as may be set by the Court.

ARTICLE 7 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Fernandina Beach may employ additional or other professional consulting firms to perform work contemplated by this agreement without liability to the City of Fernandina Beach.

ARTICLE 8 - CLOSING

A. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings

The headings of the sections of this agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement

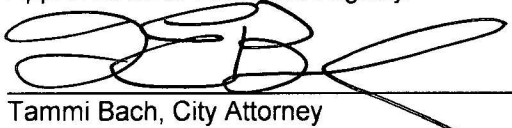
This agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral.

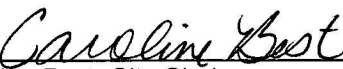
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA,
a municipal corporation


Dale Martin, City Manager

Approved as to Form and Legality:


Tammi Bach, City Attorney


Caroline Best, City Clerk

"CONTRACTOR"
Subcontractor Sport Nets

By: 
Print Name: Josh Kubala
Title: Project Manager

WITNESS/ATTEST:

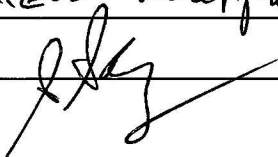
Name: STEVE Murphy
Sign: 

EXHIBIT A

INVITATION TO BID #17-08 GOLF COURSE DRIVING RANGE NETTING REPAIR & REPLACEMENT

SCOPE OF WORK

- a. CONTRACTOR shall remove and dispose of all damaged netting.
- b. CONTRACTOR shall replace cables and hardware as necessary. All hardware and material must be certified (powerline-approved).
- c. CONTRACTOR shall secure applicable permitting through the City's building department.
- d. CONTRACTOR shall replace damaged netting with new netting at following specifications:
 - 100% polyester with 135 lbs. breaking strength.
 - Netting panels shall have three-eighths (3/8") inch rope border with 3,500 lbs. breaking strength.
 - Netting shall be 8% solid. The netting should be black.
 - Netting shall be resistant to mold, fungus and high UV rating for high daily temperature/ Florida sun exposure.
 - Twine shall be sewn through netting every one (1") inch and clove-hitched every six (6") inch around three-eighths (3/8") inch border.
- e. CONTRACTOR shall replace damaged netting with new netting at following locations:
 - On the left side of the driving range, remove damaged and install new netting, section size 50'x450'
 - Across the back of the driving range, remove damaged and install new netting, section size 50'x225'
 - On the right side of the driving range, reattach netting that has come loose from upright poles. Secure netting along upright poles where the netting has pulled loose.
 - Straighten poles that are leaning by removing cables, aligning the poles and repacking in the upright position as required.
- f. CONTRACTOR shall ensure netting is rope bound for a golf barrier fence.

INVITATION TO BID #17-08 GOLF COURSE DRIVING RANGE NETTING REPAIR & REPLACEMENT

ADDENDUM No. 1

The following changes are applicable to the original BID documents and specifications of ITB #17-08. 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 Bid Proposal.

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

I. Changes to ITB 17-08

- **Remove from bid specification** - Straighten poles that are leaning by removing cables, aligning the poles and repacking in the upright position as required.
- **Add to bid specifications** – Install new section of netting right side of driving range, section 50'x500'.

ADDENDUM No. 2

The following changes are applicable to the original BID documents and specifications of ITB #17-08. 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 Bid Proposal.

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

Question #1 - "I received the addendum and would like to request clarification. It states that a new section of netting should be installed on the right side. I am assuming that it means that we are bidding on installing new poles in that section as well. Please verify? If we are installing new poles, are we also bidding on the removal of the structure on the right side, or will the city be handling the removal of netting and poles?"

Answer #1 - The bid specifications, scope of work, only addresses straightening the poles, not removing and/or replacing them. Addendum No. 1 removes "straightening the poles" from the bid specifications, scope of work. There will be no poles removed, replaced or straightened. The poles will remain in their current positions. The bid specifications, scope of work, will be for removing and replacing only the driving range netting.

RESOLUTION 2017-140

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING ITB #17-08 FOR GOLF COURSE DRIVING RANGE NETTING REPLACEMENT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR SAME; AUTHORIZING EXECUTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised an Invitation to Bid #17-08 for Golf Course Driving Range Netting Replacement. Four bid proposals were received on August 08, 2017; and

WHEREAS, the lowest cost bid submitted to the City's ITB #17-08 was received from Burbank Sport Net, a Fernandina Beach based company, in the amount of \$35,562.00 for the Golf Course Driving Range Netting Replacement.

WHEREAS, the damage to the Golf Course Driving Range Netting was caused by Hurricane Matthew, with reimbursement in the amount of \$25,092.12 was received from the City's Insurance claim. City staff will pursue recovering the difference with FEMA; and

WHEREAS, funding is available in the Golf Fund's Repair/Maintenance Grounds account 410 54610.

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

SECTION 1. The City Commission hereby awards ITB #17-08 contract agreement for the replacement of the Golf Course Driving Range Netting, as specified in the Invitation to Bid, to Burbank Sport Nets, attached hereto as Exhibit "A" in the amount of \$35,562.00.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the contracts, after review and approval by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 5th day of September, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz

Commissioner – Mayor

ATTEST:

A handwritten signature in blue ink that reads "Caroline Best".

Caroline Best
City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink that reads "TEB".

Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

Resolution 2017-140
Exhibit A

EXHIBIT "A"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
CONTACT SHEET/BID FORM**

Total Bid Amount: \$ 35,562⁰⁰

Name: Burbank Sport Nets

Federal Taxpayer ID: 47-4258071

Mailing Address: P.O. Box 16198

City, State, & Zip Code: Fernandina Beach, FL 32035

Telephone: 904-321-0976

Fax: 904-321-1820

Email: info@burbanksportnets.com

Submitted By: Josh Kubala

Title: Project Manager

FIRM Accepts Credit Cards*: (Yes) No But prefer check / bank wire

Accounting Contact:

Name: Lacey Nell

Title: Office Manager

Email Address: L.Nell@burbanksportnets.com

Phone: 904-557-9934

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "B"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA 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 Driving range Netting
2. This sworn statement is submitted by (entity) BRC Sports, LLC. DBA Burbank Sport Nets whose business address is 325 Pogy Place, Fernandina, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 47-4258071 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Josh S. Baker and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

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

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

Signature

Date: 8/7/17

STATE OF FLORIDA
COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 7th day of August, 2017, and is personally known to me, or has provided _____ as identification.



Wendy Jo Handley
Notary Public

My Commission expires: JUNE 16, 2021

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "C"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
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:

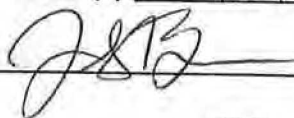
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about 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: BRC Sports, LLC. DBA Burbank Sport Nets

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

TELEPHONE NUMBER(S): 904-321-0976

SIGNATURE: 

NAME (TYPED OR PRINTED): Josh S. Baker TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "D"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 17-08

Project Description: Driving Range Netting Repair + Replacement

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: BRC Sports, LLC. DBA Burbank Sport Nets

Authorized Signature: [Signature]

Title: President

Date: 8/7/17

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "E"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
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: Josh S. Baker Title: President

Signature:  Date: 8/7/17

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "F"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for Driving Range Netting

This sworn statement is submitted by (entity) BRC Sports LLC DBA Burkank Sport Nets whose business address is 325 Pagan Place Fernandina, FL 32071 and (if applicable) Federal Employer Identification Number (FEIN) is 47-4258071 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Tosh S. Baker 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 RFP# 2016-03 described as (Code Enforcement Special Magistrate).
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity 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 [Signature]

Date: 8/1/17

STATE OF FLORIDA
COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this TH day of AUGUST, 2017, and is personally known to me, or has provided _____ as identification.

Wendy Jo Handley
Notary Signature

My Commission expires: JUNE 16, 2021



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "G"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
NON-COLLUSION AFFIDAVIT**

This sworn statement is submitted with Bid, Proposal or Contract for 17-08.

This sworn statement is submitted by (entity) BRC Sport & Netz whose business address is 325 Pogy Place Fernandina FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 47-428071 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Tak S. Balur 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.

Signature

Date:

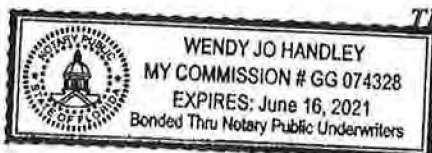
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 14th day of August, 2017, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: JUNE 16, 2021



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH ITB #17-08
FERNANDINA BEACH GOLF COURSE
DRIVING RANGE NETTING REPAIR AND REPLACEMENT**

EXHIBIT "H"

**TO GENERAL CONDITIONS TO ITB #17-08
DRIVING RANGE NETTING REPAIR AND REPLACEMENT
CITY OF FERNANDINA BEACH, FLORIDA
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.

BRC Sports, LLC. DBA Burbank Sport Nets 8/7/17
Firm Date

[Signature]
Authorized Signature

Josh S. Baker President
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 #17-08
GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT



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
**GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT**

The City will receive sealed bids at the location stated below not later than
2:00 pm, August 08, 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.

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

City of Fernandina Beach, Florida
Addendum No. 1
For
INVITATION TO BID #17-08
GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT

ADDENDUM No. 1

The following changes are applicable to the original BID documents and specifications of ITB #17-08. 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 Bid Proposal.

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

NAME: Josh Kubala TITLE: Project Manager

ADDRESS: P.O. Box 16198

CITY: Fernandina Beach STATE: FL

AUTHORIZED SIGNATURE:  DATE: 8/9/17

I. Changes to ITB 17-08

- **Remove from bid specification** - Straighten poles that are leaning by removing cables, aligning the poles and repacking in the upright position as required.
- **Add to bid specifications** – Install new section of netting right side of driving range, section 50'x500'.

City of Fernandina Beach, Florida
Addendum No. 2
For
INVITATION TO BID #17-08
GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT



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
**GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT**

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City of Fernandina Beach, Florida
Addendum No. 1
For
INVITATION TO BID #17-08
GOLF COURSE DRIVING RANGE NETTING REPAIR &
REPLACEMENT

ADDENDUM No. 2

The following changes are applicable to the original BID documents and specifications of ITB #17-08. 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 Bid Proposal.

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

NAME: Josh Kubala TITLE: Project Manager

ADDRESS: P.O. Box 16198

CITY: Fernandina Beach STATE: FL

AUTHORIZED SIGNATURE:  DATE: 8/9/17

Question #1 - "I received the addendum and would like to request clarification. It states that a new section of netting should be installed on the right side. I am assuming that it means that we are bidding on installing new poles in that section as well. Please verify? If we are installing new poles, are we also bidding on the removal of the structure on the right side, or will the city be handling the removal of netting and poles?"

Answer #1 - The bid specifications, scope of work, only addresses straightening the poles, not removing and/or replacing them. Addendum No. 1 removes "straightening the poles" from the bid specifications, scope of work. There will be no poles removed, replaced or straightened. The poles will remain in their current positions. The bid specifications, scope of work, will be for removing and replacing only the driving range netting.

CITY OF FERNANDINA BEACH BID OPENING

ITB #17-08 Golf Course Driving Range Netting

August 8, 2017 Bid Opening

[illegible]

RESOLUTION 2017-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AWARDING BID # 17-09 TO OTAK, INC. IN THE AMOUNT OF \$202,845.17; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2016/2017; AUTHORIZING EXECUTION OF SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several Airport hangar roofs were damaged during Hurricane Matthew. City staff has been working with the City's insurance company on the claim and our FEMA PA Consultant; and

WHEREAS, the City issued Invitation to Bid #17-09 for roof repairs; and

WHEREAS, submitted bids were opened and reviewed on July 28, 2017. Otak, Inc. provided the lowest qualified bid of \$202,845.17; and

WHEREAS, insurance proceeds in the amount of \$79,195 as well as \$23,650 in the Airport Repairs / Maintenance Building and Grounds account, 420 54610, are available to pay for the repairs, with an additional \$100,000 needed to fully fund the project as bid; and

WHEREAS, staff recommends a budget amendment transferring \$100,000 from the Airport Reserve account, 420 59900, to the Airport Repairs / Maintenance Building and Grounds account, 420 54610 for the additional needed funding.

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

SECTION 1. The City Commission hereby awards Bid # 17-09 to Otak, Inc. in a not-to-exceed amount of \$202,845.17.

SECTION 2. The City Commission approves a budget amendment transferring \$100,000 from the Airport Reserve account, 420 59900, to the Airport Repairs / Maintenance Building and Grounds account, 420 54610.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute a services contract with Otak, Inc., upon review of the City Attorney.

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

ADOPTED this 15th day of August, 2017.

ATTEST:



Caroline Best
City Clerk

CITY OF FERNANDINA BEACH



Robin C. Lentz
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

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

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH BID OPENING
ITB #17-09 Airport Roof Repairs Hangar "A" and T-Hangars 1-5
July 28, 2017 Bid Opening

[illegible]

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5**

EXHIBIT "A"**TO GENERAL CONDITIONS TO ITB #17-09****AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5****CITY OF FERNANDINA BEACH, FLORIDA****CONTACT SHEET/BID FORM**

Hangar "A"	\$72,011.25
T-Hangar 1	\$30,861.96
T-Hangar 2	\$24,992.99
T-Hangar 3	\$24,992.99
T-Hangar 4	\$24,992.99
T-Hangar 5	\$24,992.99
TOTAL	\$202,845.17

Name: OTAK Group, Inc.Federal Taxpayer ID: 59-3680427Mailing Address: 96126 Mount Zion LoopCity, State, & Zip Code: Yulee, FL 32097Telephone: 904-225-2588 Fax: 904-225-1001Email: epittman@otakgroup.comSubmitted By: Aaron KatoTitle: Owner/PresidentFIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Elizabeth Pittman Title: Contracts ManagerEmail 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 PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5**

EXHIBIT "B"

TO GENERAL CONDITIONS TO ITB #17-09

AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5

CITY OF FERNANDINA BEACH, FLORIDA 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 17-09 COF Hangar_____.
2. This sworn statement is submitted by (entity) OTAK Group Inc._____ whose business address is 96126 Mount Zion Loop_____ 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 Owner/President_____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5

person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

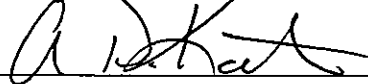
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

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

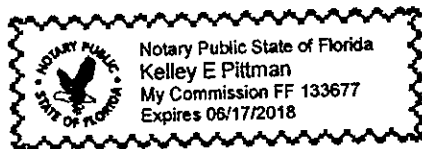
☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature

7/27/17
Date:

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 27th day of July, 2017, and is personally known to me, or has provided _____ as identification.




Notary Public
My Commission expires: 6-17-18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5

EXHIBIT "C"

TO GENERAL CONDITIONS TO ITB #17-09

AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5

CITY OF FERNANDINA BEACH, FLORIDA

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:

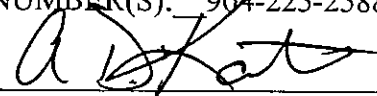
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about 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

TELEPHONE NUMBER(S): 904-225-2588

SIGNATURE: 

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5**

EXHIBIT "D"
TO GENERAL CONDITIONS TO ITB #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 17-09

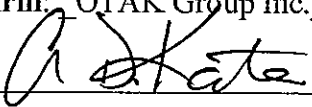
Project Description: Airport Roof Renovations Hangar "A" & T-Hangars 1-5

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: Aaron Kato

Date: 07/27/2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5

EXHIBIT "E"

TO GENERAL CONDITIONS TO ITB #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5
CITY OF FERNANDINA BEACH, FLORIDA
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: Owner/President

Signature:  Date: 07/27/2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5

EXHIBIT "F"

TO GENERAL CONDITIONS TO ITB #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5
CITY OF FERNANDINA BEACH, FLORIDA
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 17-09 COF Hangars.

This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 96126 Mount 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 RFP# 2016-03 described as (Code Enforcement Special Magistrate).
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity 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

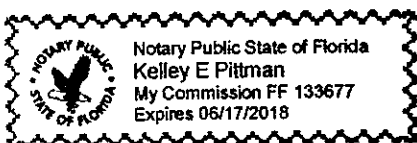
07/27/2017
Date:

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 27th day of July, 2017, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Signature

My Commission expires: 06-17-18



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5

EXHIBIT "G"

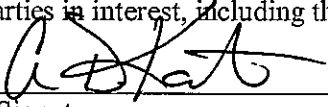
TO GENERAL CONDITIONS TO ITB #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5
CITY OF FERNANDINA BEACH, FLORIDA
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 17-09 COF Hangars.

This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 96126 Mount 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: _____.)

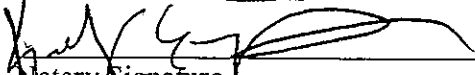
My name is Aaron Kato and my relationship to the entity named above is President/Owner.

1. The above named 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.

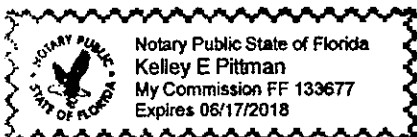

Signature _____ Date: 7/27/17

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 27th day of July, 2017, and is personally known to me, or has provided _____ as identification.


Notary Signature _____

My Commission expires: 06-17-18



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5

EXHIBIT "H"

TO GENERAL CONDITIONS TO ITB #17-09
AIRPORT ROOF RENOVATIONS HANGAR "A" AND T-HANGARS 1-5
CITY OF FERNANDINA BEACH, FLORIDA
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.

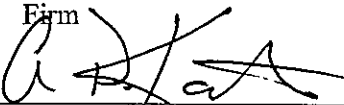
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

OTAK Group Inc.

07/27/2017

Firm

Date



Aaron Kato Owner/President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

OTAK Group, Inc.
96126 Mount Zion Loop
Yulee, FL 32097

OWNER:

(Name, legal status and address)

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

BOND AMOUNT:

Five Percent of Bid Amount (5% of Bid Amount)

PROJECT:

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

ITB 17-09 City of Fernandina Beach Hangar Repairs

SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040

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.

Project Number, if any:

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.

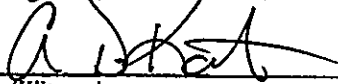
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 28th

day of July

2017


(Witness)

OTAK Group, Inc.

(Principal)

(Seal)

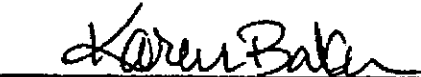
(Title)

U.S. Specialty Insurance Company

(Surety)

(Seal)

(Witness)



(Title)

Mark D. Pichowski, Attorney-in-Fact

Init.

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POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Mark D. Pichewski or Todd George

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Twenty Five Million***** Dollars (\$ *25,000,000.00*)

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals:



By:

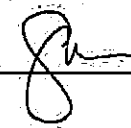

Daniel P. Aguilar, Vice President

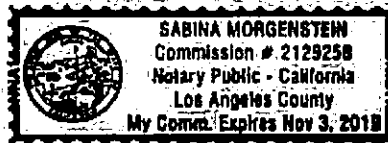
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached; and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of July, 2017.

Corporate Seals

Bond No. _____
Agency No. 11668




Kio Lo, Assistant Secretary

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Award of Bid # 17-09 - Otak, Inc.

2017-125

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-125

SYNOPSIS: Several hangar roofs were damaged during Hurricane Matthew at the Fernandina Beach Airport. The City has received reimbursement for the repair of these roofs. On July 28, 2017, staff opened and reviewed sealed bids for repairs to bulk Hangar A and T-hangar building #'s 1-5. Otak, Inc. provided the lowest qualified bid of \$202,845.17 and meets the bid requirements. Staff requests approval to spend up to \$202,845.17 for the repairs of the Airport hangar roofs and requests approval to execute a general services contract with Otak for these services.

FISCAL IMPACT: Insurance proceeds in the amount of \$79,195 are available to partially pay for the needed repairs. Staff will pursue additional funding from the Insurance claim as well as FEMA. A budget amendment transferring \$100,000 is need to fully fund the completion of the bidded project.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-125.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	07/31/2017
Nicole Bednar, Administrative Services Manager	07/31/2017
Patti Clifford, Comptroller	07/31/2017
Dale Martin, City Manager	08/03/2017
Tammi E. Bach, City Attorney	08/08/2017
Katie Newton, Legal Assistant	08/08/2017

A handwritten signature in blue ink, reading "Jeremiah Glisson".

Date: July 27, 2017

Submitted By: Jeremiah Glisson, Fleet & Facilities Maintenance Director

COMMISSION ACTION: Adopt

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

ARCHITECT/ENGINEER: N/A

The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials contained in City of Fernandina Beach Bid Number 17-09. Documents comprising Bid Number 17-09 are incorporated into this Agreement by reference and are a part of this Agreement as if attached or repeated herein. This Agreement represents the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

2. Intent of Contract Documents

Execution of the Contract by the Contractor is a representation that the Contractor has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents.

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

The Contractor shall execute the entire Work described in the Contract Documents, Summary of Work.

ARTICLE 3 - COMMENCEMENT DATE

The Commencement Date shall be established by the Owner and communicated to the Contractor in a Notice to Proceed (NTP) sent by registered mail to the Contractor's place of business not later than 30 days following execution of the Contract, or receipt of all insurance certificates, bonds, and Schedules of Values required by the Contract, whichever is later. Failure to provide the required insurance or bonds within ten (10) days of the Award of Bid shall constitute a delay by the Contractor in honoring his Bid.

The Contractor will not commence Work on the project until receiving a Notice to Proceed from the Owner.

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work within fourteen (14) calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than ninety (90) consecutive calendar days after the City issues the first building permit to the Contractor, subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the work not later than thirty (30) days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the

Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor the sum of **\$202,845.17** subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

The Contractor and Owner mutually agree that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing.

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to pay to the Owner for the first twenty calendar days the amount of One Thousand Dollars (\$1,000) and Five Hundred Dollars (\$500.00) per calendar day from the twenty first day and beyond for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of One Thousand Dollars (\$1,000) for each calendar day that the Work remains incomplete after the date established for Final Completion.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain. Also, failure to meet requirements for substantial or final completion shall subject the Contractor to reinspection fees as set forth in the specifications.

In addition to liquidated damages, should the Owner become liable for additional architectural fees due to delays by the Contractor which extend construction beyond the contracted construction time, the Contractor shall be liable for payment of such expenses to the Owner.

Both Liquidated Damages and Reinspection Fees shall be implemented using a Deductive Change Order or Construction Change Directive. The exact form used and its titling of such change order shall be as determined by the Owner.

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Amount to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the Owner not later than the 15th day of the month, the Owner shall make payment to the Contractor not later than the last day of the month. If a valid Application for Payment is received by the Owner after the Application date fixed above, payment shall be made 15 days after the Owner received the Application for Payment.

Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents.

Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values, less retainage of 10%.

Add that portion of the Contract Amount properly allocable to materials and equipment delivered and stored at the Project Site for subsequent incorporation into the Work, less retainage of 10%.

Subtract the aggregate of previous payments made by the Owner.

The progress payment amount shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount, less such amounts as the Architect/Engineer (if applicable) and Owner shall determine for incomplete Work and unsettled claims.

2. Final Payment

Final payment, comprising the entire unpaid balance of the Contract Amount, shall be made by the Owner to the Contractor when the Contract has been fully performed and accepted by the Owner. Final payment shall be contingent upon the Contractor providing all warranties, guaranties and waivers of liens required under the Project Closeout Section of the Specifications. Furthermore, payment shall be made in accordance with the Florida Prompt Payment Act applicable to local governments.

3. Certifying a Schedule of Values

Within 10 days after award of the Contract, the Contractor shall submit to the Owner a Schedule of Values allocating the values of various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This Schedule of Values shall be reviewed approved by the Owner, and shall be used as the basis for reviewing the Contractor's Applications for Payment.

The Schedule of Values shall include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment. Rough-in work shall be shown separately from finish work.

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Owner an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the Contractor's right to payment as the Owner may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into Work. If approved in writing by the Owner, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment shall not include:

- Request payments on account of changes in the Work which have not been approved by the Owner in a Change Order; and
- Payment of amounts the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that all work, equipment and materials included in the Application for Payment are to the best of the Contractor's knowledge, information and belief, free from liens, claims, security interests or encumbrances.

5. Certification of Payment Requests

Within seven (7) days after receipt of a Contractor's Application for Payment, the Owner will issue a Certificate for Payment for an amount the Owner determines is due, or notify the Contractor in writing of the reasons for withholding certification. A Certificate for Payment shall not constitute acceptance of Work not in accordance with the Contract Documents.

6. Criteria for Withholding A Certificate for Payment

The Owner may withhold approval of a Certificate for Payment or, because of subsequent events, may nullify a prior approval of payment in whole or in part if in the Owner's opinion Contractor representations to the Owner are not supported or are deemed inaccurate. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate of Payment for the amount to which the Owner is able to certify payment. Certification may be withheld for these reasons:

Defective Work not corrected;

- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount
- Damages owed to the Owner or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages; or
- Failure by Contractor to make payments properly and promptly to subcontractors or suppliers; or
- Persistent failure to carry out the Work in accordance with the Contract Documents or other material breach by Contractor.

When reasons for withholding certification are corrected, the Owner will certify amounts previously withheld.

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

The Contractor may terminate the Contract if work is stopped for a period of 60 days or longer for the following reasons:

- Issuance of a Stop Work Order by a court regulatory agency having jurisdiction over the project; or
- An act of Government making materials or labor unavailable.

If any one of the reasons stated above exists, the Contractor shall be compensated as provided in this Agreement only for Work executed in accordance with the Contract Documents.

2. Termination by The Owner For Cause

The Owner may terminate the Contract due to the Contractor's inability to perform for these reasons:

- Refusal or failure to supply properly skilled workers or materials;
- Disregarding the laws, ordinances or regulations of public authorities having jurisdiction over the Work; or
- Substantially breaching provisions of the Contract Documents.

If such conditions exist the Owner may, without prejudice of any other rights or remedies of the Owner, after having given the Contractor and the Contractor's surety seven days written notice, terminate the Agreement and, subject to any prior rights of the surety:

- Take possession of the site and materials, equipment, tools, and machinery therein owned by the Contractor;
- Accept assignment of Subcontracts; and
- Finish the work by whatever means are available to the Owner.

Should the Work be terminated according to this section the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess shall be used to pay the Contractor amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been Certified and accepted by the Owner. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner, which obligation for payment shall survive the termination of the Agreement.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the Owner by reason of the termination of the Contractor as stated herein. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's costs have been established, and to apply such amounts to such costs.

Should the Owner's termination of the Contractor for Cause be challenged, and should such challenge prevail, then the Owner's termination of the Contractor shall be deemed to have been a Termination for Convenience, and Contractor's entitlement to compensation shall be determined in accordance with paragraph 3 below.

3. Termination by the Owner for Convenience

The Owner may, without cause, order the Contractor in writing to suspend, delay or terminate the Work in whole or in part for such period of time the Owner may determine. The Owner shall adjust the Contract Amount for increases in the cost of performance under the Contract caused by suspension, delay, or interruption.

No change in Contract Amount shall be made where the suspension, delay, or interruption for which the Contractor is responsible or attributable.

In the event of termination for convenience by the Owner, the Contractor shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those jobsite costs directly attributable to termination (such as jobsite demobilization costs). Contractor shall not be entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, lost profit on under-performed portions of the work, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity, lost or reduced bonding capacity.

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER (if applicable)

1. Architect/Engineer as Owner's Representative

The Architect/Engineer will provide project management services as described in the Contract Documents, and will serve as the Owners representative during construction, and until final payment is certified. The Architect/Engineer will consult with and advise the Owner. The Architect/Engineer will have the authority to act on behalf of the Owner only to the extent as provided in the Contract documents.

The Architect/Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, Contractor, Subcontractors, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that the Architect/Engineer's obligations are to the Owner, and in performing such obligations the Architect/Engineer may consequently alter the burdens and expense of such other parties. If the Contractor claims additional cost or time on account of the Architect/Engineers performing such obligations, the Contractor shall give notice as provided in Article 13.

The Owner and Contractor shall communicate through the Architect/Engineer. Communications by and with the Architect/Engineer and Architect/Engineer's consultants shall be through the Architect. Communications by and with subcontractors and suppliers shall be through the Contractor. Communication by and with other Contractors working on the site which are not parties to this Agreement shall be through the Owner.

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Architect will perform site inspections at critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Architect will have authority to reject work which does not comply with the Contract Documents. Wherever considered necessary, the Architect may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Architect undertaken while providing administration of the Contract shall not be construed as either supervision or coordination, since these are solely the Contractor's responsibility.

3. Review and Approval of Contractor's Submittals

The Architect will review and approve the Contractor's Submittals, such as shop drawings and product samples, for the limited purpose of checking for compliance with the Contract Documents. The Architect's review does not relieve the Contractor of his obligations under the Contract to comply with the plans and specifications.

The Architect's approval of a submittal which contains a deviation which has not been specifically called to the Architect's attention excludes approval of that deviation and shall not serve as a waiver of the rights of the Architect or Owner unless the Architect makes specific written acceptance of said deviation on the Architect's letterhead or Owner makes specific written acceptance of said deviation on the Owner's letterhead.

4. Interpret Plans

The Architect will provide interpretations of the Plans and Specifications for compliance with the Contract Documents. The Architect's response to interpretation requests shall be made with reasonable promptness, or a maximum of 15 days from the date of written request.

Interpretations of the Architect will be consistent with the intent of the Contract Documents and will be documented in writing or in the form of plans and drawings.

The Architect may, as the Architect judges desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to the Contractor, and provided such drawings or information are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or information, the Contractor shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

The Architect will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes shall be implemented by issuing a Construction Change Directive which shall be immediately binding on the Contractor upon receipt.

6. Certifying Applications for Payment

Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the

Architect will review amounts due the Contractor and will, upon approval by Owner, issue Certificates for Payments.

7. Preparing Change Orders

The Architect will prepare Change Orders for approval by the Owner.

8. Substantial Completion and Acceptant Reviews

The Architect will conduct inspections, and if Work is found Substantially Complete by the Owner and Architect, establish the date or dates of Substantial Completion and the date of Final Completion. The Architect will receive and forward to the Owner for the Owners' review, project records, written warranties and related documents required by the Contract and assembled by the Contractor. The Architect will issue a final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the Owner.

B. OBLIGATIONS OF THE OWNER

1. Project Manager

The Owner will designate a Project Manager, through which the City will communicate with the Architect (if applicable) and Contractor.

2. Information Provided by Owner

The Owner shall furnish surveys describing physical characteristics of the site, and utility locations.

Information or services requested by the Contractor and under the Owner's control shall be promptly supplied to the Contractor in order to promote orderly progress of the Work. Such information and services will be provided to the Contractor free, unless otherwise provided in the Contract Documents.

The Owner will furnish the Contractor, free of charge, a maximum of ten sets of Construction Documents.

The Owner disclaims any responsibility for information not expressly set forth in the plans or specifications. Therefore, the Owner shall not be responsible for archived information or other information that may be in the Owner's possession or control, but which has not been utilized by the Project Architect and expressly contained, depicted, or otherwise expressly set forth in the Contract Documents.

3. Permits

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

4. Owner's Right to Stop Work

If the Contractor fails to correct Work which is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may order the Contractor to stop work or any portion thereof until the cause of such order has been eliminated. Such an order must be in writing.

5. Owner's Right to Carry Out Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the Owner may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by the default, neglect, or failure.

6. Interpretation of Contract Documents and Performance

In all matters concerning performance under this Agreement and requirements of the Contract Documents, the Owner's interpretation will prevail.

7. Approving Substantial Deviations

The Owner will approve in writing all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the Intent of the Contract Documents.

8. Owner's Right to Expedite Schedule

If Owner determines, in its reasonable opinion, that the performance of the Work as of any date during construction has not progressed or reached the level of completion required by the Contract Documents and/or the construction schedule acceptable to Owner, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents and the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by Owner pursuant to this paragraph. The Owner may exercise the rights furnished hereunder or specifically pursuant to this paragraph as frequently as Owner deems reasonably necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule and the Contract Documents.

Such changes shall be effected by a Change Order signed by the Contractor and the Owner.

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

2. Review of Contract Documents

The Contractor shall carefully review Contract Documents and information provided by the Owner, and shall at once report any errors, omissions, or inconsistencies discovered.

If the Contractor performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice, the Contractor shall assume responsibility for such performance.

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved by the Owner.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, under Contract, unless otherwise specified in the Contract Documents.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the Contractor or his Subcontractors.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5. Inspection of Work

The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials,

equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the Contractor's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7. Warranty

The Contractor warrants to the Owner that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work will be free from defects. Work not conforming with these requirements, including substitutions not properly approved and authorized, may be considered defective.

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare and submit a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents, nor shall the Schedule reflect an early completion of the Work. The construction schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work with activity durations limited to 14 days. The Construction Schedule shall also identify the critical path and any other near critical events which would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Project Manager. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

The Contractor shall maintain the following project records at the project site:

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda
- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data
- Samples
- Required Submittals
- Superintendent's Log

Records shall be maintained in good order and, marked to reflect current changes and selections made during the construction process.

Records shall be available to the Project Manager and Owner and, with the exception of the Superintendent's Log, shall be delivered to the Project Manager for submittal to the Owner upon completion of the Work.

Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Owner; and weather conditions including dates, times, and amount of rainfall received.

10. Approval of Shop Drawings and Other Submittals

The Contractor shall review, approve, and submit to the Project Manager Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Owner prior to their implementation. The Contractor shall perform no portion of the Work requiring submittal and review of these or similar data until approved by the Owner. Such Work shall be accomplished in accordance with approved Submittals.

The Contractor shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the Contractor, or for the Contractor by a Subcontractor or Supplier of the Contractor. The Project Manager shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Architect's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of Contractor or any third party against the Owner.

By submitting the materials described above to the Project Manager for approval, the Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Documents. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Project Manager makes specific written acceptance of said deviations on the Owner's letterhead.

11. Use of the Project Site

The Contractor shall confine operations to the Site as designated by the Owner, and shall confine operations and activities to those permitted by law, ordinances, permits, and the Contract Documents; and should not unreasonably encumber the site with materials or equipment. The Contractor is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

The Owner will be responsible for resolving disputes between the Contractor and other Contractors with which the Owner has a separate Agreement concerning use of the Project Site.

12. Cleanup of Project Site

The Contractor shall keep the premises and surrounding area reasonably free of rubbish, waste materials, or debris caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the Owner's satisfaction. Should the Contractor fail to clean up as provided in the Contract Documents, the Owner may do so and the cost charged to the Contractor through a deductive Change Order or Construction Change Directive.

13. Observations and Inspections

The Contractor shall provide Owner access to the Work, wherever located and in whatever stage of construction for the purpose of providing inspections and observations necessary to assess compliance with applicable codes and to identify the quality and quantity of Work performed.

If a portion of the Work is covered contrary to the Owner's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the Contractor's expense without change in Contract Time.

If a portion of the Work has been covered for which the Owner has not specifically requested prior observation, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement shall be born by the Owner and implemented through a Change Order approved by the Owner. If such Work was inspected and found not to be in conformance with the Contract Documents, the Contractor shall pay the cost of uncovering and replacement without a change in Contract Time.

14. Correcting Rejected Work

The Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or necessary administrative costs.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if such Termination has been exercised by the Owner.

If the Contractor fails to correct nonconforming Work within ten (10) days or such reasonable time as may apply, the Owner may complete the work in accordance with the provisions in Article 9-B-5 and 9-B-8 of this Agreement.

15. Acceptance of Non-Conforming Work

The Owner may at his option accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

16. Tests & Inspections

Tests, inspections and approvals of portions of the Work required by law, ordinance, rules, regulations, or other orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals, and shall be responsible for paying testing, inspection, and reinspection fees.

Other tests, inspections, and approvals required by the Contract Documents shall also be made at the appropriate

times. The Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratories or entities designated by the Owner. The Owner shall bear the costs related to these tests, inspections and approvals.

For all tests and inspections conducted under this section, the Contractor shall give the Project Manager timely notice of when and where tests and inspections are to be made so that observations may be made.

If tests or inspections reveal failure of portions of the Work to comply with the Contract Documents, or approval is not secured from a public authority having jurisdiction over the project for a portion of the Work covered by the Contract Documents, the Contractor shall bear all costs made necessary by such failure.

Certificates of testing, inspection or approval shall be secured by the Contractor and promptly delivered to the Project Manager.

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the Contractor will furnish in writing to the Owner the names of persons or entities, including Subcontractors, material suppliers, equipment suppliers, and fabricators proposed for Principal Portions of the Work. The Owner will promptly inform the Contractor in writing whether or not there are reasonable objections to the any of the proposed persons or entities unto which the Contractor proposes to enter into an Agreement.

2. Rejection of Subcontractors

Neither the Contractor nor the Owner shall be required to Contract with anyone to whom either party has made a reasonable objection; excepting instances where the Contract Documents require use of a material, equipment, or other product for which there is no acceptable alternate supplier or installer.

3. Removal of Subcontractors

The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

By appropriate Agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, under this Agreement, assumes toward the Owner.

Each Subcontract shall preserve and protect the right of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that Subcontracting thereof will not prejudice such rights and shall allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against the Contractor that the Contractor has against the Owner.

In all Contracts between the Contractor and Subcontractor, suppliers, or fabricators, the Owner will be named as

third party beneficiary.

Each Subcontract for a portion of the Work is assigned by the Contractor to the Owner under these conditions:

- Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 8-2 of this Agreement.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

The Owner reserves the right to perform construction or operations related to the Project outside the scope of this Agreement with Owner's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Agreement.

2. Owner to Provide Coordination

The Owner shall provide for coordination of activities of the Owner's own forces and for Contractors under a separate Agreement to provide construction services on the Project Site. If part of the Contractor's Work depends upon prior Work performed by the Owner or other separate Contractors, the Contractor shall, prior to proceeding with that portion of the Work, at least forty-eight (48) hours prior to the start of such activity, report to the Project Manager apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's previously completed construction is fit and proper to receive the Contractor's Work. Further, Contractor shall cooperate in scheduling the work by providing the Owner with all requested schedule information and shall adjust the sequencing of its work, at no additional cost to the Owner.

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Order or Construction Change Directive executed in accordance with this Agreement.

2. Construction Change Directive

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the Owner. A Construction Change Directive signed by the Contractor indicates agreement of the Contractor with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.

3. Construction Change Order

In addition to a Construction Change Directive, a Construction Change Order will be required wherever the

issuance of a Construction Change Directive would involve a change in:

- Contract Amount
- Contract Time
- The intent of the Contract Documents

In such instances, a Construction Change Order must be signed by the Contractor and Owner. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered altered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised".

4. Changes in Contract Amount

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued by Owner. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase to the Contract Sum or change in the Contract Time. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Agreement.

5. Cost of Work

The term "Cost of Work," or "Direct Cost," for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor (payroll, taxes, fringe benefits, workers' compensation, health and retirement benefits, sick leave)
- Owned equipment (at lowest applicable equipment manual rate)
- Rented equipment (at actual rental rate)
- Materials
- Supplies
- Subcontractor's costs
- Bonds and insurance

The Contractor shall require all Subcontractors and suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Article.

The term "Cost of the Work" or "Direct Cost" shall not include any of the following:

- Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the

Contractor whether at the site or in its principal or a branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's allowance for overhead and profit.

- Extraordinary fringe benefits not specifically identified above.
- Expenses of Contractor's principal and branch offices other than the Contractor's office at the job site.
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital used for the Change Order Work and charges against the Contractor for delinquent payments.
- Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

For all changes, the Contractor shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Owner. When a credit is due, the amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

The allowance for combined overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, seven and one-half percent (7-1/2%) of the amount due to the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-contractor, seven and one-half percent (7-1/2%) of the amount due the Sub-contractor.

6. Changes in Contract Time

Changes in Contract Time shall be granted only by Construction Change Order. Claims for disputes concerning Contract Time shall be determined in accordance with Article 13 of this Agreement.

7. Changes in Contract Time Due to Weather Conditions

The Contractor shall consider climatic conditions in preparing the construction schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions.

Weather conditions shall not comprise grounds for extension of Contract Time unless the Contractor is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. In making such an assertion the Contractor shall use rain data recorded in the Superintendent's Log, which must include the date, duration and volume of rain recorded at the Project Site for each day, as compared to that recorded for the area closest to the Project Site, as reported by the National

Weather Service. The Owner shall determine the criteria for establishing "rain days".

8. Contractor's Obligation to Comply with Construction Change Directives

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work. The Contractor shall promptly comply with the Construction Change Directive whether or not a Construction Change Order has been executed.

9. Effective Date of Change Orders

Construction Change Orders shall become effective immediately upon execution by the Contractor and Owner.

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

Contractor Claims must be made by written notice within 14 days after the occurrence of the event giving rise to such Claim or within 14 days after the Contractor would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.

Such written notice of Contractor Claims shall be complete. Written notice which is incomplete and only partially identifies a claim, with wording such as "(time or cost) impact to be determined at a later date" or "we reserve the right to claim additional (time or cost) at a later date" will not be considered.

2. Continuing Performance on the Contract

Pending resolution of a Claim, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the Contractor shall inform the Project Manager of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the Contractor would have reasonably first recognized the materially different field conditions.

The Project Manager will promptly investigate and report to the Owner if field conditions were found to be materially different than those which could have been reasonably found given the criteria indicated above. If field conditions are found to be materially different, the Owner shall prepare a Construction Change Order providing an equitable adjustment in Contract Amount and/or Contract Time.

If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract are justified, the Owner shall so notify the

Contractor in writing stating the reasons.

4. Claims for Additional Time

Claims for an increase in Contract Time will be made by the Contractor by presenting a "Request for Delay" (RFD) form to the Owner within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. RFD forms will be supplied to the Contractor by Owner or the Architect.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Construction Change Order. Timely presentation of a RFD form is the prerequisite for obtaining a Construction Change Order. The Construction Change Order shall address any and all Claims based on said occurrence. With respect thereto, Contractor agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or the Architect or attributable to the Owner or the Architect, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. Contractor hereby waives any and all other Claims based on said occurrence which are not addressed by the Construction Change Order.

Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

Owner's liability to Contractor for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract including, but not limited to, claims for payment by Owner of the costs, damages, or losses because of changed condition under which the Work is to be performed or for additional Work, shall be governed by Article 12-4 and must be submitted in strict accordance with the following provisions:

All Claims must be submitted as a Request for Construction Change Order in the manner provided herein;

- Contractor must submit a Notice of Claim to the Owner within fourteen days (14) of when the Contractor was, or should have been, aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, Contractor shall submit to Owner its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

Contractor agrees that the Owner shall not be liable for any Claim the Contractor fails to submit as a Request for Construction Change Order or as a timely presented RFD form as provided in this Agreement.

After receipt of a Request for Construction Change Order, Owner shall deliver to Contractor within thirty (30) days after receipt of request its written determination of the Claim.

Contractor's exclusive remedy for delays in performance of construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

Contractor expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the

Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the Owner

If a Claim has not been resolved after consideration under other terms of this Article, the Project Manager shall notify the Contractor in writing that the Owner shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the Owner shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

If there is surety and there appears to be a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury of Damage to Person or Property

If any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others whose acts such party is legally liable; written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to the Claim is to be asserted, it shall be filed as a Claim pursuant to the conditions of this Article.

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

The Owner may release a Designated Portion of the Work under this Contract upon the issuance of a Certificate of Substantial Completion for the Designated Portion. Subsequent to said release, the Owner may make payment to the Contractor up to the pro-rated amount of the Contract Amount which is allocable to the value of the Designated Portion of the Work under the Contract. Payment under this provision may be made in full with no retainage or, a lesser retainage, at the sole discretion of the Owner.

Further, the parties agree that in the event the Owner releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the Contractor agrees that all insurance required by the Contract Documents will remain in full force and effect until final acceptance of the entire Work by the Owner.

2. Substantial Completion

When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Project Manager a comprehensive list of items to be completed and corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the Contractor of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Owner will make an inspection and determine whether the Work, or designated portion thereof, is Substantially Complete. If the Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract

Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner.

The Contractor may request additional inspections by the Owner as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and shall establish responsibilities of the Owner and Contractor for:

- Security
- Maintenance
- Water, sewer, electric and other utilities
- Damages to the Work; and
- Insurance Responsibilities

The Certificate shall also establish the time within which the Contractor shall finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor, certification by the Architect, and approval by the Owner, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

3. Final Acceptance and Payment

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Owner shall promptly inspect the Work. When the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall issue a Certificate for Final Payment.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Owner all information required in the Contract Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, final payment, nor any remaining retainage, shall be due until the Contractor executes and presents to the Owner a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to the Owner. Acceptance of final payment by the Contractor shall comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Agreement.

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

1. Compliance with Federal, State, and Local Laws, Ordinances, and Regulations

Contractor agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances,

including, but not necessarily limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity Act which prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Trench Excavation System & Shoring standards as adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act)

2. Safety of Employees and Property

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- Employees on the Project Site and other persons who may be affected thereby;
- The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
- Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner.

The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger its

safety.

3. Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in this Agreement.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Owner, 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 Owner 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.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Owner and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Owner shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Owner before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is 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.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Owner may have under the doctrine of sovereign immunity or Section 768.28,

Florida Statutes.

2. Waiver of Subrogation

The Owner and the Contractor waive all rights against each other for damages caused by perils coverage by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and the Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner and the Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

3. Contractor's Insurance

The Contractor shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the Owner in writing.

The Contractor's insurance, and the insurance of any other party bound to the Contractor, shall be considered primary. The Owner's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement.

4. Loss Deductible

The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the Contractor.

5. Subcontractor's Insurance

The Contractor shall require each of his Subcontractors to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his Subcontractors in his

policy as required in this Article.

6. Certificate of Insurance

The Owner shall be furnished proof of insurance coverage as follows:

- The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the Owner and such Certificate shall clearly state all the coverages required in this Article
- If requested by the Owner, the Contractor shall furnish complete copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Contractor or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Contractor's obligations to fulfill the requirements of this Article.

7. Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Workers' Compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to Owner for the protection of employees not otherwise protected.

8. Liability Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect Owner from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- The Contractor is required to continue to purchase products and completed operations coverage for Work performed under this Agreement for a minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owner and hired automobiles and employee non-ownership use.

9. Builder's Risk Coverage

The Contractor shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form issued to provide coverages on an "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Contractor, Owner, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the Owner prior to final acceptance and payment by the Owner.
- The Owner being named as an additional insured.

10. Payment and Performance Bond

Contractor shall provide Owner with a Payment and a Performance Bond in the amount of the Contract Price within ten (10) days of the Notice of Award of Contract. Failure to provide the bond(s) shall result in this Agreement becoming null and void. No action on the part of the Owner shall be deemed to waive this requirement except a written amendment to this Agreement. Said bonds shall be in substantially the same form as in Section 255.05, Florida Statutes.

Additionally, bonds must meet the following specifications:

- The surety company shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida and be doing business in the State of Florida
- The surety company shall have a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 and 9308, Title 31, of the United States Code.
- The surety company shall be in full compliance with the provisions of the Florida Insurance Code
- The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
- The surety company shall have at least a Policy Holding's Rating of "A-" and Financial Rating of VI in the latest issue of "Best's Key Rating Guide".

Alternative forms of security as described in Section 255.05, Florida Statutes, are acceptable where approved by the Owner in writing.

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

1. The Commencement of Statutory Limitation Periods Between the Owner, Contractor and assignees are as follows:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.
- Between Substantial Completion and Final Certificate for Payment. As to acts or failure to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Email delivery shall also constitute delivery of written notice, and may, at Owner's sole discretion, include US Mail with proof of delivery in addition to the email.

4. Limitation of Liability

The Owner shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights or obligations under a Subcontract.

The Architect (if applicable) shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Architect (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation.

5. Attorney Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, acts of terrorism, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, rules, ordinances, rules of regulations. The Contractor or Owner may suspend its performance on any assignment as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Contractor or Owner shall resume its performance as soon as is reasonably possible.

8. Contractor Not A Third Party Beneficiary

Contractor understands and agrees that it shall look only to the City/Owner for payment and that it is not a third party beneficiary or in any manner otherwise a beneficiary of that certain Interlocal Agreement between the City of Fernandina Beach and Nassau County, Florida regarding payment of invoices on this project. Contractor, for good and valuable consideration contained in this Agreement does hereby irrevocably waive any right it might claim to seek payment from Nassau County, Florida for work performed on this project.

9. Public Records Law and Obligations

Pursuant to Section 119.0701, Florida Statutes, Contractor 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 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 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.

IN WITNESS WHEREOF the parties have executed the Agreement on the day and date first above written.

OWNER: The City of Fernandina Beach


Dale L. Martin, City Manager


ATTEST -Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach, City Attorney

CONTRACTOR:

OTAK Group, Inc.

Contractor's Name:


Aaron Kato/President
Title/Officer


Kelley E. Pittman
ATTEST -

APPENDIX I - DEFINITIONS

Allowance - An amount included in the contract amount to be used exclusively for equipment, materials, or some other purpose specified in the Contract Documents and whose use is under the control of the Owner.

Application for Payment - A formal written request for payment submitted by the Contractor to the Architect for payment for work performed pursuant to this Agreement.

Architect - The design professional retained by the Owner responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

Bid - A properly signed proposal to do the work, or designated portion thereof for the stipulated sum indicated on the bid form and supported by data required by the Bid Documents.

Bid Documents - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a contractor will be selected and the work will be performed, and the technical specifications for the equipment, goods, or services being procured.

Certificate for Payment - An application for payment which has been signed by the Architect, who certifies that the pay request is proper and all representations made by the Contractor are correct.

Certificate of Substantial Completion - A form signed by the Architect certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the Owner for its intended purpose.

Change Order - A form documenting the Contractor's and Owner's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

Claim - A demand or assertion by one of the parties to the Agreement for an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the Owner and Contractor concerning the manner in which work is being performed.

Construction Change Directive - An order signed by the Architect instructing the Contractor to change the Work.

Construction Schedule - An action plan summarizing how the Contractor proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

Contract/Agreement - The Agreement between the Owner and the Contractor as defined by the Contract Documents.

Contractor - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract.

Contract Amount - The stipulated sum to which the Owner agrees to pay the Contractor for performing the work described in the Contract Documents, as modified by Change Order.

Contract Documents - Individual documents which collectively comprise the Contract between the Owner and Contractor, including: 1) the Agreement between the Owner and Contractor, 2) Bid Documents including the invitation to bid, Instructions to bidders and Contractor bid package, 3) Drawings, Specifications, Plans prepared by the Architect which describe the work to be performed, 4) addenda issued prior to execution of the Contract, 5) other documents listed in the Agreement, and 6) modifications issued after execution of the Contract, including: 1) written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

Contract Time - The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work. Contract Time is the time between the Date of Commencement identified in the Notice to Proceed issued by the Owner and the date established in the Agreement for Substantial Completion.

Date of Commencement - The date specified in the Notice to Proceed issued by the Owner specifying when the Contractor may begin work on the Project.

Day - As referenced in this Agreement "Day" includes all calendar days including weekends, holidays, and days of inclement weather.

Drawings & Plans - Graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the work generally including plans, elevations, sections, details, schedules and diagrams.

Final Acceptance - The Owner's final acceptance of the work performed by the Contractor as recognized by making final and complete payment for all work intended by the Contract Documents.

Invitation to Bid - A formal solicitation issued by the City of Fernandina Beach identifying the scope, terms, conditions, and specifications of goods and services procured from private contractors.

Non-Substantial Deviation - A change in the work or - deviation from the plans, specifications, or other Contract Documents which does not change the Contract Amount, Contract Time, or the intent of the Contract Documents.

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the intent to enter into a Contract for the Construction of the Project.

Notice of Claim - A memorandum or letter presented to the Architect detailing a Claim for additional compensation. The memorandum or letter must be labeled "Notice of Claim" and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

Notice to Proceed - A letter issued by the Owner officially communicating the date when the Contractor may begin work on the Project or a designated portion of the Project.

Owner - The City of Fernandina Beach, or the City of Fernandina Beach's authorized representatives.

Partial Occupancy or Substantial Completion of a Designated Portion - Declaration by the Owner that a designated portion of the work has been completed so that it is ready for occupancy by the Owner for its intended purpose.

Principal Portion of the Work - Work or equipment provided by a Subcontractor with which the Contractor has a direct Contract; and Sub-Subcontractors or other material or equipment providers as designated by the Architect or Project Manager.

Project - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or a part of the work planned for the Project Site.

Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

Project Manual - A volume or volumes usually assembled to describe the work which may include bidding requirements, sample forms, the Contract, and specifications.

Project Manager - The City's authorized agent for communication with the Architect and Contractor and making decisions on the City's behalf as provided in the Contract Documents.

Project Site - The physical location identified in the Contract Documents where work is to be accomplished.

Samples - Physical examples which illustrate the materials, equipment, workmanship, or application methods by which the work will be judged.

Schedule of Values - The amount of money and percentage of the Contract Amount attributable to various components or portions of the work, where prepared in such a form and supported by such data to substantiate its accuracy.

Shop Drawings - Drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work in greater detail than is provided in the plans or specifications.

Specifications - That portion of the Contract Documents comprising written standards and requirements for materials, equipment, construction systems, and workmanship for the work, and performance of related systems.

Subcontractor - A person or entity who has a direct Contract with the Contractor to perform a portion of the work.

Substantial Completion - The stage of construction where the work or designated portion thereof is

sufficiently complete so that the Owner can occupy or use the work for its intended purpose.

Substantial Deviation - A change in the work which deviates from the intent of the Contract Documents, Contract Amount, or Contract Time.

Superintendent - The Contractor's authorized representative on the Project Site.

Supplier - A person or entity who provides equipment, material, or other resources required by the Contractor or Subcontractors to perform the Work.

Work - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor in fulfillment of obligations under the Contract. The work may constitute the whole Project or part of the Project.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-177
Grant Agreement - Florida Department of Environmental Protection (FDEP)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-177

SYNOPSIS: Pursuant to Line Item 1606A of the Florida FY 2017/2018 General Appropriations Act, the City was awarded \$500,000 (with no cost share required from the City) for the North Fletcher Drainage Improvements – North Downtown Drainage Improvements – Area 5 Project.

FISCAL IMPACT: This grant project has been budgeted in the Stormwater FDEP Grant account #470 33400 and the Storm Water Management Improvements account #470 56300 for FY 2017/2018, and included in the Five-Year Capital Improvement Plan for A-5 Downtown.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-177.

Dale Martin, City Manager	10/20/2017
Patti Clifford, Comptroller	10/22/2017
Tammi E. Bach, City Attorney	10/27/2017

A handwritten signature in blue ink, reading "Andre Desilet", is written over a horizontal line.

Date: October 16, 2017

Submitted By: Andre Desilet, Stormwater Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO ACCEPT \$500,000 AWARD FOR NORTH FLETCHER DRAINAGE IMPROVEMENTS – NORTH DOWNTOWN DRAINAGE IMPROVEMENTS – AREA 5; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Line Item 1606A of the Florida FY17-18 General Appropriations Act, the City was awarded \$500,000 (with no cost share required from the City) for the North Fletcher Drainage Improvements – North Downtown Drainage Improvements – Area 5 Project; and

WHEREAS, FDEP will administer the grant via Agreement No. LP45011; and

WHEREAS, this grant project has been budgeted in the Storm Water FDEP Grant account #470 33400 and the Storm Water Management Improvements account #470 56300 for FY2017/2018, and included in the Five-Year Capital Improvement Plan.

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

SECTION 1. The City Commission hereby authorizes the City to enter into Agreement No. LP45011 with FDEP in the amount of \$500,000 for the North Fletcher Drainage Basin Project, attached hereto as Exhibit “A”.

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute all documentation pertaining to the Grant Agreement, if awarded, after review and approval by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 8th day of November, 2017.

CITY OF FERNANDINA BEACH

Robin Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project)	Agreement Number
Fernandina Beach North Fletcher Basin Area Stormwater Treatment (Basin A-5)	LP45011

2. Parties	(Department)
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	
Grantee Name: City of Fernandina Beach	Entity Type: Local Government
Grantee Address: 204 Ash Street, Fernandina Beach, Florida 32034	FEID: 59-6000317 (Grantee)

3. Agreement Begin Date: July 1, 2017	Date of Expiration: June 30, 2020
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4. Project Number: (If different from Agreement Number)	Project Location(s): Fernandina Beach, Nassau County
Project Description: Construction of stormwater improvements in the Historic Downtown area of Fernandina Beach.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$500,000.00	☒ State ☐ Federal	Line Item No. 1606A, GAA, FY17-18	\$500,000.00
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		

6. Department's Grant Manager Name: Connie Becker or successor Address: 3900 Commonwealth Blvd., MS 3570 Tallahassee, Florida 32399-3000 Phone: (850) 245-2945 Email: Connie.L.Becker@dep.state.fl.us	Grantee's Grant Manager Name: Andre Desolit or successor Address: 204 Ash Street Fernandina Beach, Florida 32034 Phone: (904) 310-3431 Email: adesilet@fbfl.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal)
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Disclosure of Lobbying Activities (Federal)
☐ Exhibit C: DEP Property Reporting Form
☒ Exhibit D: Payment Request Summary Form
☐ Exhibit E: Quality Assurance Requirements
☐ Exhibit F: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9. **City of Fernandina Beach**

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

10. **State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

DWRA Additional Signatures

DEP Grant Manager

DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
SPECIAL TERMS AND CONDITIONS
AGREEMENT # LP45011**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Fernandina Beach North Fletcher Basin Area Stormwater Treatment (Basin A-5). The Project is defined in more detail in the Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Costs Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

5. Match Requirements.

There is no match required on the part of the Grantee under this Agreement.

6. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

7. Additional Lobbying Requirements for Federally-Funded Agreements

This Agreement is not federally funded.

8. Miscellaneous Contract Terms.

a. No retainage is required under this Agreement.

b. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

c. The work will not be performed on State-owned land.

d. Additional Requirements for Projects with Specific Line Item Appropriations. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

9. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Fernandina Beach North Fletcher Basin Area Stormwater Treatment (Basin A-5)

PROJECT LOCATION: The Project will be located in the Historic Downtown Fernandina neighborhood, which is located within the City of Fernandina Beach in Nassau County, Florida. Latitude: 30.6722, Longitude: -81.4622. See Figure 1 for a location map.

PROJECT BACKGROUND: In 2016, the City of Fernandina Beach (Grantee) completed an update to their comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize flooding within the City and eliminate or reduce the problem. Drainage improvements in the Historic Downtown neighborhood area were identified as one of the top priorities in the City.

PROJECT DESCRIPTION The Grantee will construct stormwater improvements in the Historic Downtown area. The existing infrastructure will be replaced to upgrade aging pipes and inlets. While subject to final engineering design, the proposed stormwater improvements will consist of upgrading existing pipe sizes, replacing failing corrugated metal pipes, addressing road crossings, alleviating capacity by redirecting flow, and removing pipes with negative slopes. The outfall points across the CSX railroad and Front Street will be upgraded and equipped with flood gates.

The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

Task Description: The Grantee will complete the design of the stormwater improvements in the Historic Downtown area and obtain all necessary permits for construction of the project.

Deliverables: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 2: Construction

Task Description: The Grantee will construct stormwater improvements in the Historic Downtown area in accordance with the construction contract documents. Improvements will include infrastructure upgrades to replace aging pipes and inlets and upgrading and equipping flood gates at the outfall points across the CSX railroad and Front Street.

Deliverables: Construction completed to date as described in this task, as evidenced by these deliverables:
1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this

grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) Contractor's Application and Certification for Payment, 4) signed acceptance of the completed work by the Grantee; and 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed (as applicable) in accordance with the construction contract documents, or indicating that construction completed by the end of the funding has been completed in accordance with the construction contract documents.

Performance Standard: The Department's Grant Manager will review each submitted deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents.

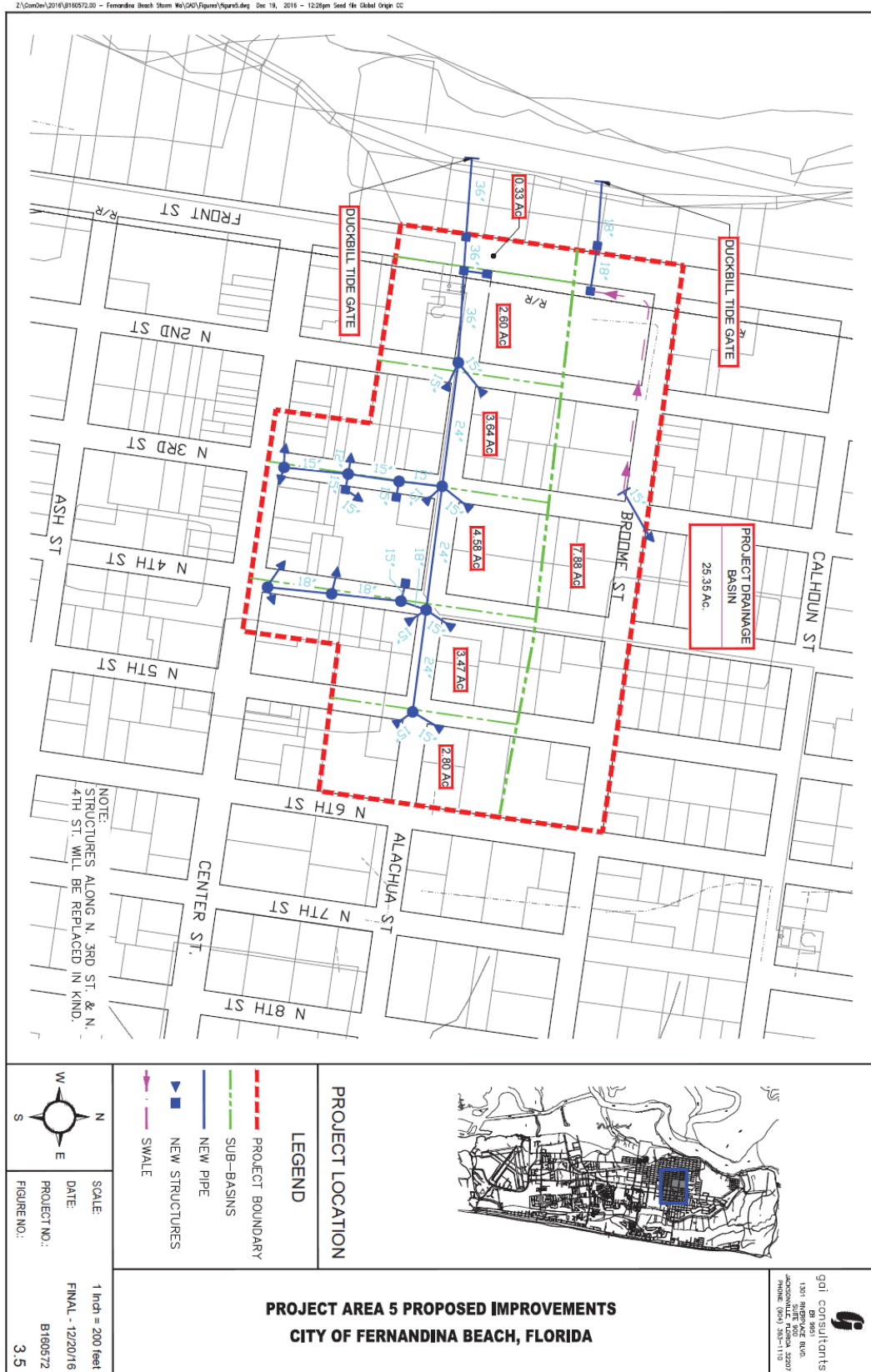
Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$25,000	7/1/2017	2/1/2018
2	Construction	Contractual Services	\$475,000	7/1/2017	12/31/2019
Total:			\$500,000		

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Figure 1. Project Location



DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

ATTACHMENT 5

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1606A	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	140047

Total Award					\$500,000	
-------------	--	--	--	--	-----------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Exhibit A

Rev. 5/30/2017

EXHIBIT D
PAYMENT REQUEST SUMMARY FORM

Payment Request No. _____ DEP Agreement No. LP45001 Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable Number(s): _____	Task Budget Amount: \$ _____ -
--	---

Grantee:
 (Name & Mailing Address) _____

Grantee Contact: _____
 (Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-178
Grant Agreement - St. Johns River Water Management District (SJRWMD)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-178

SYNOPSIS: The St. John River Water Management District (SJRWMD) has awarded the City the sum of \$251,283 in a cost-share agreement that requires the City to provide \$0.00 to construct improvements to the Area 1 drainage system around North 15th Street.

FISCAL IMPACT: This grant project has been budgeted in the Storm Water SJRWMD Grant account #470 33700 and the Storm Water Management Improvements account #470 56300 for FY 2017/2018, and included in the Five-Year Capital Improvement Plan.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-178.

Dale Martin, City Manager	10/20/2017
Patti Clifford, Comptroller	10/25/2017
Tammi E. Bach, City Attorney	10/27/2017
Lorelei Jacobs, Grants Administrator	10/30/2017

A handwritten signature in blue ink, appearing to read "Andre Desilet", is written over a horizontal line.

Date: October 16, 2017

Submitted By: Andre Desilet, Stormwater Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A COST-SHARE AGREEMENT WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) TO ACCEPT \$251,283 TO UPGRADE EXISTING DRAINAGE IN AREA 1 (NORTH 15TH STREET AREA); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the SJRWMD has awarded the City the sum of \$251,283 in a cost-share agreement that requires the City to provide \$0.00 to construct improvements to the Area 1 drainage system around North 15th Street; and

WHEREAS, this grant project has been budgeted in the Stormwater SJRWMD Grant account #470-33700 and the Stormwater Management Improvements account #470-56300 for FY 2017/2018, and included in the Five-Year Capital Improvement Plan.

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

SECTION 1. The City Commission hereby authorizes the City to enter into a cost-share agreement with SJRWMD, attached hereto as Exhibit "A", to accept an award of \$251,283 for the construction improvements to the Area 1 drainage system.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the Cost-Share Agreement, if awarded, upon review and approval by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 8th day of November, 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

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF FERNANDINA BEACH**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF FERNANDINA BEACH ("Recipient"), 1180 South 5th Street, Fernandina Beach, Florida 32034. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2017-2018 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its June 2017 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Area 1 Drainage Improvements

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2018 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before July 1, 2018. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 45 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 45 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction which is eligible for District reimbursement, does not begin before June 30, 2018, or if the first invoice for non-construction projects is not submitted by June 30, 2018, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient 100% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$251,283. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by email to acctpay@sjrwmd.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$251,283, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the Insurance attachment to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
8. **PROJECT MANAGEMENT**
- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Nitesh Tripathi, Ph.D., Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177-2571
 Phone: 386-312-2359
 Email: ntripathi@sjrwmd.com

RECIPIENT

Andre Desilet, P.E., Project Manager
 City of Fernandina Beach
 1180 S. 5th Street
 Fernandina Beach, Florida 32034
 Phone: 904-310-3431
 Email: adesilet@fbfl.org

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Director within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

- 10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF FERNANDINA BEACH

By: _____
Ann B. Shortelle, Ph.D., Executive Director
(or designee)

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form
Attachment C — District Supplemental Instructions Form

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

**ATTACHMENT A - STATEMENT OF WORK
CITY OF FERNANDINA BEACH
AREA 1 DRAINAGE IMPROVEMENTS**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2017-2018 to develop and implement resource and water supply development projects and promote conservation. On June 13, 2017, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Fernandina Beach (Recipient) requested funding for their Area 1 Drainage Improvements for the not to exceed amount of \$251,283 towards the estimated construction cost of \$251,283. This request was approved by the Governing Board. The Recipient is located in Nassau County and is a Rural Economic Development Initiative (REDI) Community.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to upgrade the existing drainage system around North 15th Street between Leon Street and North 14th Place and extending south to Amelia Drive, located on the north end of Amelia Island, a problem area identified in The City of Fernandina Beach Stormwater Master Plan and is consistent with the local objectives of water quality improvement and reduction of local flooding.

III. SCOPE OF WORK

The Recipient plans to upgrade the existing drainage system in the North 15th Street area, located on the north end of Amelia Island. The proposed project will upgrade piping and inlets to reduce local flooding, and include the creation of a detention pond within the unimproved North 15th Place right of way. Inlets on Oak Marsh Drive will be provided with Suntree inlet skimmers to reduce sediment and nutrient content. The proposed pond will be equipped with an upflow filter and floating wetlands to increase nutrient removal. Existing inlets and piping in the system, which extends south on 15th street to Leon Street and along Stanley Drive to Amelia Drive, will be upgraded based on a detailed system inspection.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review

by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include:

- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction to include on-going work that represents the time-period being invoiced.
- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task.
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received.
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District's Budget Director at mlcourt@sjrwmd.com;
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2018. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Upgrade the existing drainage system in the North 15 th Street area	March 1, 2018	August 30, 2018

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 100% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$251,283.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2017.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Director within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Director is mlcourt@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Fernandina Beach detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement

FY17-18 (10/1/17 – 9/30/18)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Upgrade the existing drainage system in the North 15 th Street area	\$251,283	\$251,283

**ATTACHMENT B
PROJECT PROGRESS REPORT**

St. Johns River Water Management District
Project Progress Report

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Area 1 Drainage Improvements			
Recipient:	City of Fernandina Beach			
SJRWMD Contract Number:	32053	SJRWMD Project Manager:	Nitesh Tripathi, Ph.D.	
		Recipient's Project Manager:	Andre Desilet, P.E.	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	
Contract Expiration (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Update Tracking

Project Phase	App - Complete %	Revised- Complete %	Start Date	Completion Date	Notes: Anticipated Deviations from schedule
Planning					
Design					
Permitting					
Bidding & Award					
Construction					

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Projected Finish Date	Complete %

Project Update including problems, issues and solutions:

--

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Andre Desilet, P.E.
City Of Fernandina Beach
1180 S. 5th Street
FERNANDINA BEACH, FL 32034

FROM: Nitesh Tripathi, Project Manager

CONTRACT NUMBER: 32053

CONTRACT TITLE: Fernandina Beach A 1 Drainage Improvements

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. N/A’S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

- DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

N/A’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(N/A agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____

Nitesh Tripathi, District Project Manager

Acknowledged: _____ Date: _____

Carol Miller, District Senior Procurement Specialist

c: Contract file
Financial Services

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-179
Maintenance Easement - Florida Department of Environmental Protection (FDEP)

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-179

SYNOPSIS: The existing drainage ditch across Ft. Clinch State Park property constructed by the Amelia Island Mosquito Control District is a necessary drainage facility for the North Fletcher and Lisa Avenue; and this ditch is not being maintained by the property owner. An easement is proposed to allow City maintenance. Easement application requires FBCC resolution requesting easement.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-179.

Dale Martin, City Manager 10/20/2017

Tammi E. Bach, City Attorney 10/27/2017

A handwritten signature in blue ink, reading "Andre Desilet", is written over a horizontal line.

Date: October 16, 2017

Submitted By: Andre Desilet, Stormwater Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REQUESTING AN EASEMENT TO BE GRANTED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE AREA BY FT. CLINCH STATE PARK PROPERTY FOR MAINTENANCE OF EXISTING DRAINAGE DITCH; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the existing drainage ditch across Ft. Clinch State Park property constructed by the Amelia Island Mosquito Control District is a necessary drainage facility for North Fletcher Avenue and Lisa Avenue areas; and

WHEREAS, this ditch is currently not maintained by the property owners.

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

SECTION 1. The City Commission hereby authorizes the City to request a maintenance easement along the existing ditch from the Florida Department of Environmental Protection (FDEP).

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the easement request, upon review and approval by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 8th day of November, 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



PROJECT PROPOSAL
FERNANDINA BEACH, FLORIDA

Prepared for:

City of Fernandina Beach, Florida
Stormwater Utility Department
204 Ash Street
Fernandina Beach, FL 32034

Prepared by:

Andre L. Desilet, P.E.
Stormwater Utility Manager
City of Fernandina Beach, FL
204 Ash Street
Fernandina Beach, FL 32034

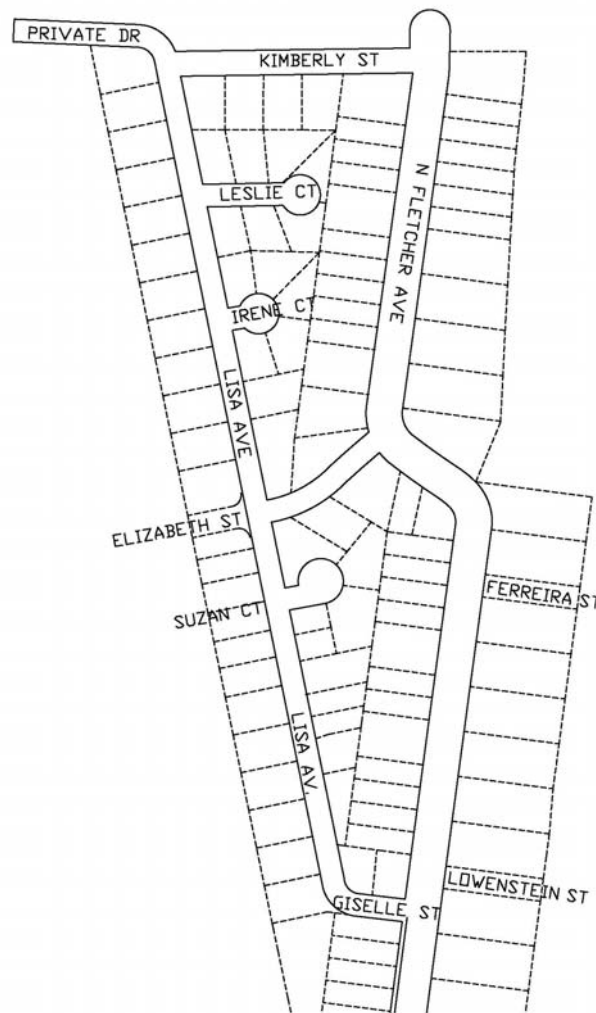
October 16, 2017

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5.0 Project Photos	6

1.0 Introduction

In an effort to identify and alleviate problem flooding areas in the City of Fernandina Beach, the Stormwater Department has prepared a plan for flooding remediation for the Lisa Avenue area, located at the north end of North Fletcher Avenue. The subdivision, consisting of Lisa Ave, Kimberly St, Leslie Court, Irene Court, Elizabeth Street, Suzan Court, and Giselle Street, and extending east to North Fletcher Avenue was developed in the 1980's and included no infrastructure for stormwater conveyance or treatment. The drainage for this area relies on a ditch along the eastern boundary of the adjacent Ft. Clinch State Park property originally constructed as a mosquito control facility. The ditch flows north through the park property, eventually connecting to Egans Creek. Since the maintenance of this ditch as abandoned by the Amelia Island Mosquito Control district, there is no maintenance agreement in place to ensure the upkeep of this critical drainage facility.



Lisa Avenue Drainage area

This area experienced significant flooding during and after Hurricane Irma, in September 2017. The flow through the mosquito control ditch (ditch) was restricted, resulting in the portion of the ditch behind the Lisa Ave residences overtopping its banks. Significant standing water also accumulated in Suzan Ct, and at the intersection of Gizelle and Lisa. This standing water contributes to the infiltration of stormwater into the sanitary sewer system in this area.

2.0 Program Goals

The proposed project is an attempt to alleviate the flooding issues in this area, as well as improve the water quality of the runoff discharged into Egans Creek Aquatic preserve, a designated Florida Outstanding Water Body.

A drainage easement is proposed over the ditch crossing the Ft. Clinch park property. This will allow the City to maintain the flow channel, and periodically clear debris that accumulates. This maintenance will be accomplished in a low impact manner in an effort to preserve the habitat and ecological function of the natural communities along the ditch.

The portion of the ditch adjacent to the residences on Lisa Avenue is proposed to be converted to a stormwater treatment facility with an overflow structure located near the intersection of Lisa Ave and Kimberly St, where there is an existing culvert crossing. This overflow structure would utilize best management practices and be equipped with a nutrient absorbing filter, which would reduce the nitrogen and phosphorous of the stormwater passing through the remainder of the ditch system. Screens would also prevent trash and debris from entering this system.

New drainage structures and piping would be installed in the Lisa Avenue neighborhood, conveying stormwater to the proposed treatment ditch. A small pump station would be required to move runoff from lower lying areas without potential backflow from the treatment facility.

3.0 Project Details

Stormwater treatment

The conversion of a portion of the existing ditch for stormwater treatment will provide storage and help mitigate the impact of the stormwater flow from the developed Lisa Ave neighborhood on the rest of the ditch system. The addition of a control structure will retain the discharge in the prior to entering the rest of the ditch system. The outfall structure will be designed to maintain a design water level in the pond, and regulate the flow to the ditch. The volume control will allow the biological breakdown of pollutants, and the addition of a Nutrient Separating Baffle Box outfall structure will provide a screen system to filter out trash and debris, and will direct the discharge water through an upflow filter utilizing Bold and Gold filter media. The specified design features comply with St. Johns River Water Management District Best Management Practices, and are calculated to result in the following nutrient load reductions:

Total Nitrogen – 53.21 lb/year

Total Phosphorous – 10.32 lb/year

The former location of a Boys and Girls outreach facility is on Ft. Clinch property immediately adjacent to the project area, and accessed from the end of Lisa Ave. Part of this facility is an area that has been previously disturbed and used as a baseball/ sports field. This location provides an ideal

area to construct an additional treatment pond, which would further improve the water quality for this system with minimal impact to the environmental system. This option can be explored if desired by the Ft. Clinch Management.

Ditch Maintenance

The photos included in this report were taken during site inspections on September 22nd and 27th, 2017. The inspections identified several areas where ditch flow was restricted due to accumulation of branches and debris, up to and including fallen trees. In order to maintain the necessary flow in the ditch to protect against future flooding, The City of Fernandina Beach is proposing a maintenance easement over the ditch across the Ft. Clinch State Park property. The described area is thirty feet wide centered on the ditch. In order to preserve the sensitive environmental areas in and around the ditch, a low impact maintenance program is proposed. The existing ditch blockages can be removed by hand by a crew utilizing chainsaws, and a small ATV with a winch and pulley system. The ditch can be accessed either from the norther gate at the end of Lisa Ave, or from internal park roads and bike paths with no tree clearing required.

The proposed maintenance should not create an adverse visual impact to the area. Since there are no proposed grade changes for the ditch, no public or wildlife accessibility should be altered. Installing culverts at some locations to better facilitate ditch crossings can be addressed if desired by the Park management.

Inspections would be performed every 6 months after the initial cleaning, and maintenance scheduled on an as needed basis.

Environmental concerns

The proposed maintenance program has been designed to minimize any impact to wildlife habitat in the area. No clearing is proposed, and any gopher tortoise burrows located in the easement will be protected throughout the maintenance work.

A potential issue regarding the ditch is the intrusion of salt water from Egans Creek near the discharge point. An existing 24" culvert is located under the main park access road near the outfall. The proposed maintenance would not change any current pattern of tidal salt water influence on the ditch system. A one-way, "duck bill" type valve can be installed in the existing culvert at the discharge to limit the tidal intrusion on the ditch if desired by the Park management.

4.0 Conclusion

Maintenance of the ditch to ensure adequate flow is essential for the Lisa Avenue neighborhood. The recent flooding is a health and safety hazard for the public. The proposed project scope will have the dual effect of relieving the flooding issue, and improving the water quality throughout the Ft. Clinch property, and ultimately the Ft. Clinch Aquatic Preserve.

5.0 Site Protographs

Recent Flooding – Lisa Avenue Area



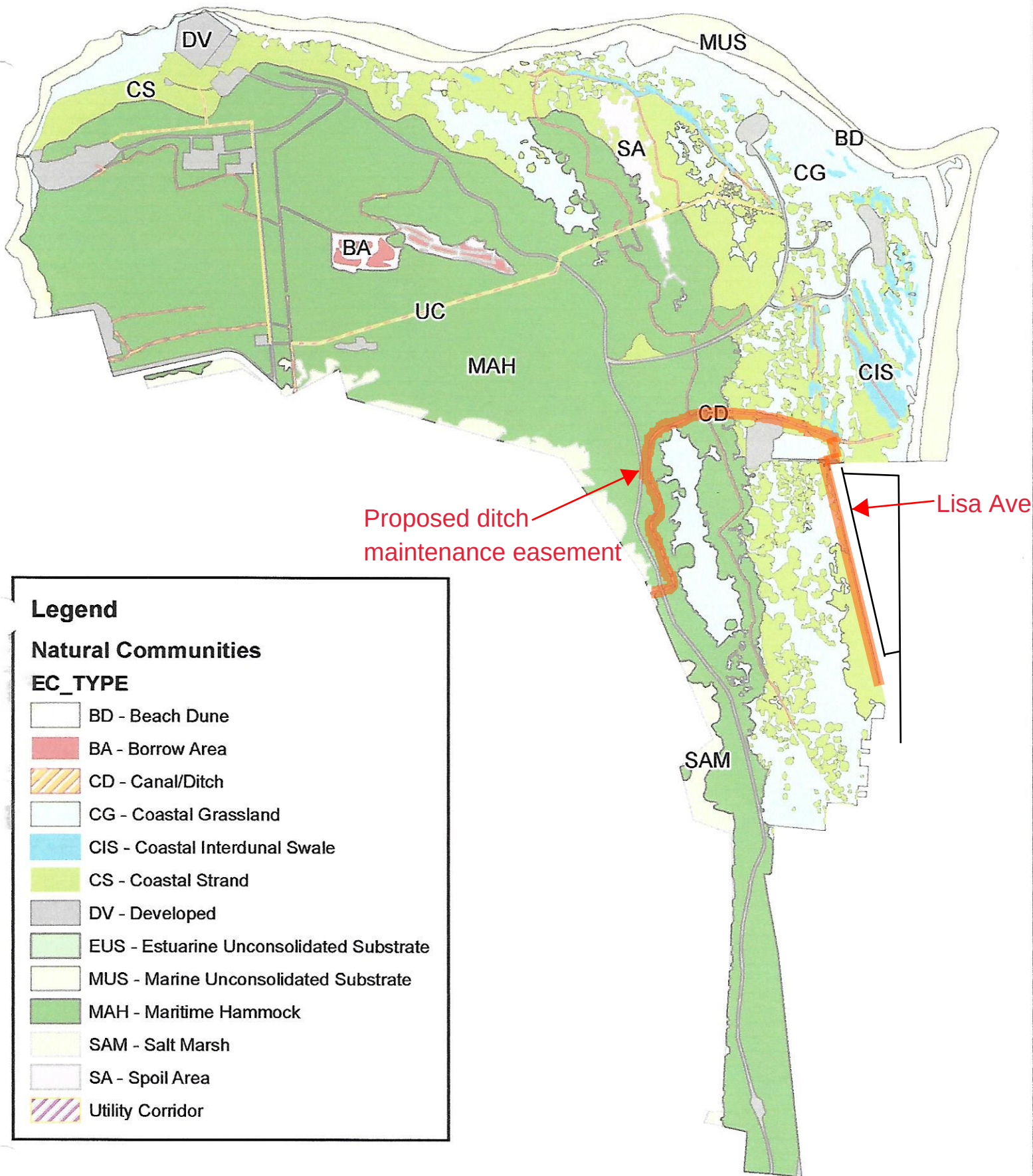


Ft. Clinch Ditch





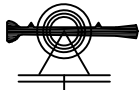




Fort Clinch State Park

0 1,000 2,000 Feet



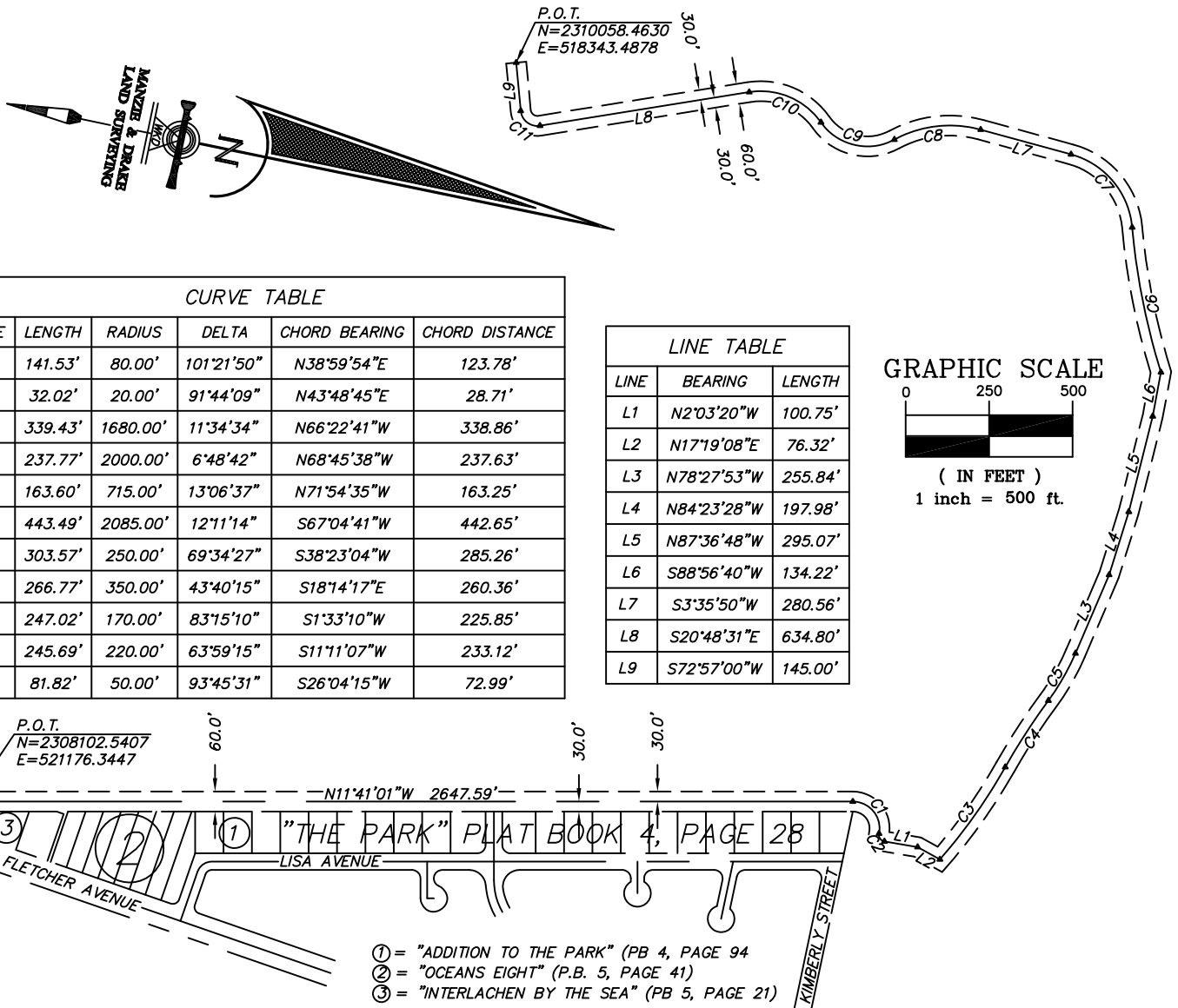


MANZIE & DRAKE LAND SURVEYING

SKETCH OF LEGAL DESCRIPTION



(LEGAL DESCRIPTION ATTACHED)
(THIS IS NOT A BOUNDARY SURVEY)



BY:

MICHAEL A. MANZIE, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4069
JOB NO. 18799 (SHEET 2 OF 2)

LEGEND

P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.T. = POINT OF TERMINATION

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-180
Reimbursement - Airport

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-180

SYNOPSIS: The attached Resolution authorizes reimbursement to the City from a future debt issue for costs related to the General Aviation Terminal project incurred before the debt is issued.

FISCAL IMPACT: Funding for the General Aviation Terminal project is included in the FY 2017/2018 budget. The FY 2017/2018 budget also includes issuing new Airport debt. This Resolution authorizes the City to expend funds before the new debt is issued.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-180.

Patti Clifford, Comptroller	10/26/2017
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Dale Martin, City Manager	10/30/2017
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Tammi E. Bach, City Attorney	11/01/2017
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Date: October 26, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-180

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DECLARING THE OFFICIAL INTENT OF THE CITY TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT FOR EXPENSES TO BE INCURRED WITH RESPECT TO A CERTAIN PROJECT; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in connection with the acquisition, construction and equipping of certain capital improvements within the City of Fernandina Beach, Florida (the "City"), including the Airport Welcome Center to be located at the Fernandina Beach Municipal Airport and other improvements thereto (the "Project"), the City expects to incur expenses for which the City will advance internal funds; and

WHEREAS, the City intends to reimburse itself for all or a portion of such expenses from the proceeds of debt to be incurred by the City.

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

AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida; Chapter 166, Florida Statutes; the Charter of the City; and other applicable provisions of law.

FINDINGS. The above stated recitals are hereby incorporated as part of this Resolution.

DECLARATION OF OFFICIAL INTENT. The City hereby declares its official intent to reimburse itself from the proceeds of debt to be incurred by the City for expenses incurred with respect to the Project within sixty days prior to the date of this Resolution and subsequent to the date of this Resolution. This Resolution is intended as a declaration of official intent under Treasury Regulation Section 1.150-2. Pending reimbursement, the City expects to use funds on deposit in the general fund, airport fund and/or another fund to pay costs of such Project. The debt to be issued to finance the Project is expected not to exceed a principal amount of \$1,000,000.

INCIDENTAL ACTION. The Mayor, City Manager, Chief Financial Officer and Clerk of the City, and their designees are hereby authorized to take such actions as may be necessary to carry out the purposes of this Resolution.

EFFECTIVE DATE. This Resolution shall become immediately effective upon its adoption.

ADOPTED this 8th day of November, 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

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-181
Task Order #2017-02 - Olsen Associates, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-181

SYNOPSIS: During the past seventeen years, the City has had a Professional Services Agreement with Olsen Associates, Inc. to provide coastal engineering services.

Olsen Associates, Inc. has submitted a Task Order memorandum (Exhibit "A") in the amount of \$30,000 for the following coastal engineering tasks associated with beach renourishment: 1) preparation of the annual Local Government Funding Request to FDEP; 2) liaison with the Navy and/or US Army Corps of Engineers regarding beach disposal; 3) liaison with City staff; 4) Amelia Island MSTU or Tourist Development Council (TDC) beach issues; and 5) presentations to the City Commission. The funding associated with these tasks under this Task Order are not subject to cost-sharing with the Florida Department of Environmental Protection (FDEP), but are usually subject to the historical cost -sharing with Nassau County.

FISCAL IMPACT: This expenditure of \$30,000 is included in the Fiscal Year 17/18 Capital Improvement Fund, Beach Renourishment/Engineering account number: 3007200 56331.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-181.

Dale Martin, City Manager	10/20/2017
Patti Clifford, Comptroller	10/31/2017
Tammi E. Bach, City Attorney	11/01/2017

Date: October 10, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-181

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TASK ORDER #2017-02 WITH OLSEN ASSOCIATES, INC. FOR THE NASSAU COUNTY SHORE PROTECTION PROJECT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an agreement with Olsen Associates, Inc. to provide coastal engineering services for the Nassau County Shore Protection Project; and

WHEREAS, Olsen Associates, Inc. has submitted a task order memorandum (Exhibit "A") in the amount of \$30,000 for the following coastal engineering tasks associated with beach management: 1) preparation of the annual Local Government Funding Request to FDEP; 2) liaison with the Navy and/or US Army Corps of Engineers regarding beach disposal; 3) liaison with City staff; 4) Amelia Island MSTU or TDC beach issues; and 5) presentations to the City Commission; and

WHEREAS, the \$30,000 cost is not eligible for Florida Department of Environmental Protection cost-sharing, but the City and Nassau County have historically shared equally in previous similar costs; and

WHEREAS, this expenditure is included in the Fiscal Year 17/18 budget in the Capital Improvements Fund, Beach Renourishment/Engineering account number: 3007200 56331.

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

SECTION 1. The City Commission hereby approves Task Order #2017-02 with Olsen Associates, Inc. for Coastal Engineering Services for Beach Management, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Task Order Memorandum Coastal Engineering Services, upon review and approval by the City Attorney.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

ADOPTED this 8th day of November, 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

CITY OF FERNANDINA BEACH
Task Order Memorandum

To:	Olsen Associates, Inc. 2618 Herschel Street Jacksonville, FL 32204	Date:	4 October 2017
		Contract:	Coastal Engineering
		Request Made By:	Dale L. Martin, City Mgr.
		Request Received By:	Erik J. Olsen, P.E.
		Task Order No.	2017-02

Task Order Descriptions: Professional Coastal Engineering Services
Related to Beach Management Issues
(1 October 2017 – 30 September 2018)

The Consultant shall provide coastal engineering professional services on a T&M basis as required or requested by the City. Invoicing will be at prevailing rates and terms. The budget for the professional services is \$30,000.00 and is *not* subject to cost-sharing by the FDEP. Services may include work performed on the annual L.R. Beach Management Application submitted to FDEP, Navy or COE beach disposal liaison; coordination or liaison with City staff, Amelia Island MSTU or TDC beach issues, presentations to the City, post-storm liaison or consulting, etc.

Olsen Associates, Inc.



Erik J. Olsen, President

Date:

4 October 2017

City of Fernandina Beach, FL

Dale L. Martin, City Manager

Date:

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-182
Task Order #2017-03 - Olsen Associates, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-182

SYNOPSIS: During the past 17 years, the City has had a Professional Services Agreement with Olsen Associates, Inc. to provide coastal engineering services.

At present, Olsen Associates, Inc. has submitted a Task Order memorandum (Exhibit "A") indicating that the amount of funding associated with Task 5.0 of Florida Department of Environmental Protection (FDEP) Contract 13NA1 remains at \$21,175.25 to the City for coastal engineering services associated with the Alternate Renourishment Project whereby quantities of Navy channel maintenance sand will be strategically placed to begin to "sequentially" renourish the total extent of the original NCSPP constructed in 2008. These services, to be cost-shared with FDEP at 46.44%, will include the following: 1) represent the City in all planning, design, negotiation and implementation aspects through participation in the federal Project Development team; 2) annually assist the USACOE in the Navy channel maintenance project bid phase to determine cost-effectiveness; 3) advise and assist the City regarding beach tilling and scarp removal required prior to sea turtle nesting season each year following a sand placement event; and 4) monitoring and analysis of sequential sand placement events so as to improve subsequent design and fill operations. Nassau County's share is 26.78%.

FISCAL IMPACT: This expenditure of \$21,175 is included in the Fiscal Year 17/18 Capital Improvement Fund, Beach Renourishment/Engineering account number: XXXXXXXXXX

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-182.

Dale Martin, City Manager	10/20/2017
Patti Clifford, Comptroller	10/31/2017
Tammi E. Bach, City Attorney	11/01/2017

Submitted By:	Nicole Bednar, Administrative Services Manager	Date: October 10, 2017
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COMMISSION ACTION: Adopt

RESOLUTION 2017-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TASK ORDER #2017-03 WITH OLSEN ASSOCIATES, INC. FOR THE NASSAU COUNTY SHORE PROTECTION ALTERNATE RENOURISHMENT PROJECT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 7, 2013, (Resolution 2013-66) the City Commission of the City of Fernandina Beach approved grant agreement 13NA1 with the Florida Department of Environmental Protection (FDEP) for the Nassau County Shore Protection Project; and

WHEREAS, the City has an agreement with Olsen Associates, Inc. to provide coastal engineering services, of which the Scope of Services is consistent with the FDEP grant agreement 13NA1; and

WHEREAS, Task Order # 2017-03 authorizes Olsen Associates, Inc. to provide liaison with the USACOE and the U.S. Navy to perform coastal engineering services for the Nassau County Shore Protection Alternate Renourishment Project for a cost of \$21,175.25 of which FDEP will pay \$9,833.79 (46.44%) and the local cost share will be \$11,341.46 (53.56%) to be divided equally between the City and Nassau County; and

WHEREAS, funding for these services is included in the Capital Improvement Fund's Beach Renourishment Construction account 3007200 56332.

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

SECTION 1. The City Commission hereby approves Task Order #2017-03 with Olsen Associates, Inc. for coastal engineering services for the Alternate Renourishment Project, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Task Order Memorandum – Alternate Renourishment Project, upon review and approval by the City Attorney.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

ADOPTED this 8th day of November, 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

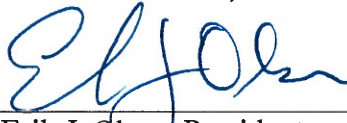
CITY OF FERNANDINA BEACH
Task Order Memorandum

To:	Olsen Associates, Inc. 2618 Herschel Street Jacksonville, FL 32204	Date:	4 October 2017
		Contract:	Coastal Engineering
		Request Made By:	Dale L. Martin, City Mgr.
		Request Received By:	Erik J. Olsen, P.E.
		Task Order No.	2017-03

Task Order Descriptions: Nassau County Shore Protection Project –
Coastal Engineering Services (Ref Contract No. 13NA1) Task 5.0
Alternate Renourishment Project (16/17/18)

The Consultant shall continue to perform the scope of work described by FDEP Contract 13NA1-Task 5.0. The remaining Task 5.0 budget for the professional services is \$21,175.25 and is subject to cost-sharing by the FDEP.

Olsen Associates, Inc.



Erik J. Olsen, President

City of Fernandina Beach, FL

Dale Martin, City Manager

Date:

4 October 2017

Date:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-183
Award of RFQ #17-03 - Brockington and Associates, Inc.

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-183

SYNOPSIS:

The City of Fernandina Beach was awarded a \$40,000 Small Matching Grant from the State Division of Historical Resources for the purpose of conducting a Historic Resources Survey Update for the Downtown and Old Town Historic Districts. The Grant period began July 1, 2017, and ends on June 30, 2018.

On October 6, 2017, the City issued Request for Qualifications (RFQ) #17-03 to solicit proposals from qualified historic preservation consultants. The RFQ was publicly advertised in accordance with City purchasing policies and procedures. On October 26, 2017, the City of Fernandina Beach received three proposals for the completion of the survey update.

The RFQ #17-03 Evaluation Committee, composed of City staff from the Community Development Department, met on October 30, 2017, and unanimously selected Brockington and Associates, Inc. The Committee hereby recommends entering into an agreement with Brockington and Associates, Inc. to conduct a Historic Resources Survey Update of the Downtown and Old Town Historic Districts for the City of Fernandina Beach.

The approval of this Resolution will authorize the City Manager to negotiate and execute a professional services contract in an amount not-to-exceed \$40,000.00.

FISCAL IMPACT: This grant project has been budgeted in the Planning Professional Services account #0011500 53100 utilizing revenues as budgeted in the Planning Small Matching Grant account #001 33170 for FY 2017/2018.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-183.

Salvatore Cumella, Planner II	10/30/2017
Kelly Gibson, Senior Planner	10/30/2017
Dale Martin, City Manager	10/31/2017
Patti Clifford, Comptroller	10/31/2017
Tammi E. Bach, City Attorney	11/01/2017

Date: October 04, 2017

Submitted By: Marshall McCrary, Community Development Director

COMMISSION ACTION: Adopt

RESOLUTION 2017-183

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE RFQ #17-03 EVALUATION COMMITTEE TO ENTER INTO AN AGREEMENT BETWEEN BROCKINGTON AND ASSOCIATES, INC. AND THE CITY OF FERNANDINA BEACH FOR THE CREATION OF A HISTORIC RESOURCES SURVEY UPDATE FOR THE DOWNTOWN AND OLD TOWN HISTORIC DISTRICTS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach was awarded a \$40,000 Small Matching Grant from the Florida Department of State, Division of Historical Resources to perform an Historic Resources Survey Update for the Downtown and Old Town Historic Districts; and

WHEREAS, on October 6, 2017, the City advertised a Request for Qualifications (RFQ) #17-03 soliciting proposals from historic preservation consulting firms to perform the updates; and

WHEREAS, on October 26, 2017, the City received three proposals for the updates; and

WHEREAS, on October 30, 2017, the City's RFQ #17-03 Evaluation Committee, comprised of staff from the Community Development Department, reviewed and evaluated each of the three packages received; and

WHEREAS, the members of the Evaluation Committee unanimously selected Brockington and Associates, Inc. to render the services required as advertised for RFQ #17-03; and

WHEREAS, the Evaluation Committee recommends that the City Commission authorize the City Manager to negotiate a professional services contract with Brockington and Associates, Inc. for the Historic Resources Survey Update; and

WHEREAS, funds were budgeted for this project in the Planning Professional Services account #0011500 53100.

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

SECTION 1. The City Commission hereby approves the recommendation of the Evaluation Committee to engage in an agreement between Brockington and Associates, Inc. and the City of Fernandina Beach for the Historic Resources Survey Update.

SECTION 2. The City Manager is hereby authorized to negotiate a professional services contract with the highest ranked firm, Brockington and Associates, Inc. in an amount not to exceed \$40,000.00.

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

ADOPTED this 8th day of November, 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

RFQ 2017-03 Evaluation and Ranking COFB Historic Resources Survey
Update – Tally Sheet – October 30, 2017

Firm Name: Brockington		Total Rating Score: 47		Rating			
				1	DID NOT ADDRESS	4	MEETS REQUIREMENTS/ EXPECTATIONS
				2	SIGNIFICANT DEFICIENCIES	5	SLIGHTLY EXCEEDS EXPECTATIONS
				3	SOME DEFICIENCIES	6	GREATLY EXCEEDS EXPECTATIONS
	Quality and Qualifications of Firm and Experience (30%)	Rating Cumella	Rating Gibson	Rating Lester	Totals		
A.	Demonstrated experience as lead firm on one or more historic resource survey.	5	6	5	16		
B.	Experience of lead firm in historic preservation generally - aware of current practices, emerging issues.	5	6	4	15		
C.	Experience of firm with GIS	5	5	5	15		
					46 (.30)=		13.8
	Qualifications of Staff (30%)						
A.	Professional certification of project manager and staff to be assigned to the project in historic preservation or architecture.	6	6	5	17		
B.	Experience of project manager and staff with surveying historic resources.	6	6	5	17		
C.	Licensed professionals meeting the Secretary of Interior's Professional Qualification Standards for Historic Preservation	6	6	4	16		
D.	Experience of lead firm working with municipalities and government grant funding.	5	6	6	17		
E.	Experience of lead firm or subcontractors in providing GIS data layers related to historic resource survey projects.	6	6	5	17		
					84 (.30)=		25.2
	Project Approach (30%)						
A.	Demonstrates understanding of the project requirements and proposes method to accomplish the work meeting or exceeding the criteria listed in the RFQ.	5	6	5	16		
					16 (.30)=		4.8
	Demonstrated Government Experience (10%)						
A.	Demonstrated experience on one or more state or local government funded preservation projects.	5	6	6	17		
B.	Demonstrated familiarity or experience of the firm with processes related to Division of Historical Resources grant requirements.	4	6	5	15		
					32 (.10)=		3.2

RFQ 2017-03 Evaluation and Ranking COFB Historic Resources Survey
Update – Tally Sheet – October 30, 2017

Firm Name: Environmental Services, Inc. Total Rating Score: 41.4		Rating				
		1	DID NOT ADDRESS	4	MEETS REQUIREMENTS/ EXPECTATIONS	
		2	SIGNIFICANT DEFICIENCIES	5	SLIGHTLY EXCEEDS EXPECTATIONS	
		3	SOME DEFICIENCIES	6	GREATLY EXCEEDS EXPECTATIONS	
	Quality and Qualifications of Firm and Experience (30%)	Rating Cumella	Rating Gibson	Rating Lester	Totals	
A.	Demonstrated experience as lead firm on one or more historic resource survey.	5	6	5	16	
B.	Experience of lead firm in historic preservation generally - aware of current practices, emerging issues.	5	6	4	15	
C.	Experience of firm with GIS	5	5	3	13	
					44 (.30)=	13.2
	Qualifications of Staff (30%)					
A.	Professional certification of project manager and staff to be assigned to the project in historic preservation or architecture.	5	5	4	14	
B.	Experience of project manager and staff with surveying historic resources.	5	5	5	15	
C.	Licensed professionals meeting the Secretary of Interior's Professional Qualification Standards for Historic Preservation	4	5	4	13	
D.	Experience of lead firm working with municipalities and government grant funding.	4	5	5	14	
E.	Experience of lead firm or subcontractors in providing GIS data layers related to historic resource survey projects.	5	5	5	15	
	Project Approach (30%)				71 (.30)=	21.3
A.	Demonstrates understanding of the project requirements and proposes method to accomplish the work meeting or exceeding the criteria listed in the RFQ.	4	5	4	13	
	Demonstrated Government Experience (10%)				13 (.30)=	3.9
A.	Demonstrated experience on one or more state or local government funded preservation projects.	5	5	5	15	
B.	Demonstrated familiarity or experience of the firm with processes related to Division of Historical Resources grant requirements.	5	6	4	15	
					30 (.10)=	3

RFQ 2017-03 Evaluation and Ranking COFB Historic Resources Survey
Update – Tally Sheet – October 30, 2017

Firm Name: WLA Studio		Total Rating Score: 38.3		Rating			
				1	DID NOT ADDRESS	4	MEETS REQUIREMENTS/ EXPECTATIONS
				2	SIGNIFICANT DEFICIENCIES	5	SLIGHTLY EXCEEDS EXPECTATIONS
				3	SOME DEFICIENCIES	6	GREATLY EXCEEDS EXPECTATIONS
	Quality and Qualifications of Firm and Experience (30%)	Rating Cumella	Rating Gibson	Rating Lester	Totals		
A.	Demonstrated experience as lead firm on one or more historic resource survey.	5	3	5	13		
B.	Experience of lead firm in historic preservation generally - aware of current practices, emerging issues.	4	3	4	11		
C.	Experience of firm with GIS	3	3	4	10		
					34 (.30)=		10.2
	Qualifications of Staff (30%)						
A.	Professional certification of project manager and staff to be assigned to the project in historic preservation or architecture.	4	4	4	12		
B.	Experience of project manager and staff with surveying historic resources.	5	4	4	13		
C.	Licensed professionals meeting the Secretary of Interior's Professional Qualification Standards for Historic Preservation	5	4	4	13		
D.	Experience of lead firm working with municipalities and government grant funding.	4	3	5	12		
E.	Experience of lead firm or subcontractors in providing GIS data layers related to historic resource survey projects.	3	3	5	11		
					73 (.30)=		21.9
	Project Approach (30%)						
A.	Demonstrates understanding of the project requirements and proposes method to accomplish the work meeting or exceeding the criteria listed in the RFQ.	4	5	4	13		
					13 (.30)=		3.9
	Demonstrated Government Experience (10%)						
A.	Demonstrated experience on one or more state or local government funded preservation projects.	4	3	5	12		
B.	Demonstrated familiarity or experience of the firm with processes related to Division of Historical Resources grant requirements.	4	3	4	11		
					23 (.10)=		2.3

Statement of Proposal For:

Fernandina Beach Historic Resources Survey Update

RFQ# 2017-03

October 26, 2017

Presented to:

City of Fernandina Beach, Florida

Submitted by:

Brockington and Associates, Inc.
498 Wando Park Boulevard, Suite 700
Mount Pleasant, South Carolina 29464
Telephone Number: (843) 881-3128
Fax Number: (843) 849-1776
www.brockington.org

Primary Contact:

Sheldon Owens, MHP
sheldonowens@brockington.org

Brockington and Associates, Inc.

Atlanta • Charleston • Jackson • Nashville • Savannah

Introduction

This proposal is submitted in response to a Request for Qualifications (RFQ) issued by the City of Fernandina Beach (the City), FL for Fernandina Beach Historic Resources Survey Update. As outlined in the RFQ issued October 6, 2017, the City requests a qualified firm to update the surveys of the Downtown Historic District and Old Town Historic District to reflect changes that have happened since they were last surveyed. Funded in part by a grant from the State of Florida, Department of State, Division of Historical Resources (FDHR), the survey will be conducted accordance with State and Federal Guidelines in the context of identifying and re-evaluating historic places. The resulting survey products will assist the City and Florida, Department of State, Division of Historical Resources with their ongoing commitment to preservation planning, promotion of economic incentives for rehabilitation, heritage tourism development, education, and local compliance with state and federal preservation and environmental laws.

Brockington and Associates, Inc. (Brockington) has assembled an experienced project team to develop a quality product designed to meet and exceed professional standards for large-scale, cultural resource surveys. We offer the City a trained staff experienced with documenting and evaluating resources throughout the region and we can identify, describe, and evaluate eligible and contributing resources based on the National Register of Historic Places' (NRHP) criteria of significance, the integrity of resources, and relevant historic contexts. Brockington has more than 31 years of experience working on grant-funded historical and architectural surveys, NRHP and National Historic Landmark (NHL) sites and districts, and Geographic Information Systems (GIS) mapping projects across the United States. We serve as consultants and advisors for federal and state agencies, local municipalities, non-profits, and private enterprises and have worked as liaisons between local government entities, State Historic Preservation Offices (SHPOs), and the NPS. Brockington's project team meets the Secretary of the Interior's Historic Preservation Professionals Qualifications, and we have a proven record of performing specialized services within an established budget and time frame. We can bring these talents to bear upon this project with utmost efficiency and understanding of the needs of the City.

This proposal details the project approach and work plan, a management plan and timetable, project team qualifications and experience.

A. Our Firm

Brockington and Associates, a woman-owned small business, is dedicated to providing high quality, professional cultural resources consulting services throughout the United States and abroad. Our historians and archaeologists help our clients meet federal, state and local requirements that protect cultural resources and historic sites. Our innovative scoping, quality control, and responsive scheduling are key parts of our approach to cultural resources consulting.

Brockington and Associates strives to deliver its clients value-driven services by:

- minimizing project costs and schedule requirements through careful, innovative scoping and efficient performance, and
- fulfilling the short-term and long-term interests of our clients by maintaining high standards of quality in research and reporting.

Since its founding in 1986, Brockington has completed more than 5000 projects in the United States and abroad. These include projects for the US Army Corps of Engineers (Charleston, Savannah, Jacksonville, Memphis, Mobile, Norfolk, and Wilmington Districts); the Advisory Council on Historic Preservation; the South Carolina Office of Ocean and Coastal Resource Management; Georgia, Mississippi, North Carolina, South Carolina, and Tennessee Departments of Transportation; Duke Power, South Carolina Electric & Gas, South Carolina Pipeline Corporation, Santee Cooper Power, Oglethorpe Power/Georgia Transmission Corporation, Savannah Electric Power, Georgia Power, Carolina Power and Light, and AT&T; county and multicounty agencies; and numerous private developers and their agents. While the bulk of our research has been in the Southeast, we have also conducted projects in all other regions of the United States.

Over the past 31 years, Brockington has built a veteran team of professionals. We employ many senior historians and archaeologists with graduate degrees, along with a full complement of crew chiefs, architectural historians, archaeological technicians, laboratory directors, and analytical specialists. These technical personnel are supported by GIS specialists, GPR specialists, graphics specialists, editors, exhibit specialists, administrative staff, and information technology specialists. Staff experience includes:

- Architectural and archaeological surveys
- Archaeological site and building evaluations
- Battlefield investigations
- Limited and major data recovery excavations
- GIS based probabilistic modeling
- Interpretive/cognitive research development and GIS mapping
- Background and archival research
- Exhibit design
- Interpretative planning
- Education program development
- Site-specific history and oral interviews
- HABS/HAER documentation of buildings and structures
- Development of historic preservation plans for Federal installations
- Traditional Cultural Properties and Historic Landscapes studies
- Native American consultations (NAGPRA, Traditional Cultural Properties)
- Development of Programmatic Agreements and Memoranda of Agreements
- Ground Penetrating Radar (GPR) surveys

Our large team allows us to carry out numerous concurrent projects and provides us with the depth of resources to cover unexpected conditions. Technical cross training and team approaches to our projects allow us to solve difficult schedule needs. We also have strong working relationships with experienced subcontractors to provide specialized services when needed.

All senior staff members in supervisory positions meet the appropriate Secretary of Interior standards for historians and archaeologists, holding a Master's or Ph.D. degree with at least one year of experience in a supervisory role. Technicians have a minimum of a Bachelor's degree in Historic Preservation, Anthropology, or a related field, as well as at least a year of field or laboratory experience. Unlike other CRM firms, most of our technicians are full-time, permanent employees, rather than temporary project hires. Our company culture, working environment, and benefits are best in class and help us retain the highest quality, most experienced team.

All Brockington employees, from field technicians to branch chiefs, receive continuing education and training to improve their technical, managerial and client relations capabilities. Training is customized to enhance individual professional development. We encourage employees to participate in professional and academic conferences to share and further their areas of study. Our training program helps employees achieve their personal and professional goals while ensuring the highest level of service to Brockington's clients.

B. Key Staff Resumes and Qualifications

Proposed Personnel

Brockington currently employs 43 full-time employees at offices in Charleston, South Carolina; Atlanta and Savannah, Georgia; and Elizabethtown, Kentucky. All members of our team are professionally qualified in accordance with the Secretary of the Interior's Professional Qualifications Standards (as published in 36 Code of Federal Regulations Part 61) in the fields of history, archaeology, and/or architectural history. Our historians and architectural historians have at least a Master of Arts degree in history or related fields and several years of experience in conducting research, historic architectural inventories, and writing reports for clients.

Sheldon Owens, an architectural historian based in our Charleston office, will serve as project manager for this project. As the project manager, he will be responsible for direct project coordination and communication with the representatives of the City and the State of Florida, Department of State, Division of Historical Resources, overseeing all associated tasks, and the timely submission of draft and final deliverables. His role as project manager and co-author for a city-wide survey of the City of Greer, South Carolina in 2017 ensures Mr. Owens the successful experience to serve as the project manager. Patricia Stallings, Brockington's senior historian, will provide assistance in staff scheduling and peer review. In addition to Mr. Owens and Ms. Stallings, architectural historian Rachel Bragg, and senior GIS specialist Gwendolyn Moore will serve as team members. Ms. Moore will be responsible for the collection and manipulation of all GIS data associated with the project. All members of the project team will be available for the entire period of the project. Brief profiles of our project team members are provided below and detailed resumes are also included.

Architectural Historians

Sheldon Owens (B.A. in History, University of Georgia; M.A. in Historic Preservation, University of Georgia) is an Architectural Historian/Preservation Specialist employed with Brockington since 2010. Mr. Owens joined Brockington as a laboratory manager and archives specialist for the Veterans Curation Program where he eventually served as the Project Manager. In graduate school, Mr. Owens held an internship and assistantship as a FindIT field surveyor for the Center for Community Design & Preservation where he was responsible for documenting rural historic resources. During his time with the cultural resources survey program, Mr. Owens also conducted data upload and management on GNAHRGIS, an online inventory dedicated to providing information about Georgia's archaeological, natural, and historic resources.

Mr. Owens has over ten years of experience in archival research, writing historic contexts, architectural surveys and intensive documentation, historic property management plans, building materials conservation, and archival curation. During his time at Brockington, Mr. Owens has managed and participated in a wide variety of preservation planning projects, including county-wide and regionally focused architectural surveys, NRHP evaluation and management plan development for significant Historic Properties, and producing tract histories for corporate clients involving large land holdings. These include an architectural survey along the William Bartram Scenic Highway in northwest St. Johns County, Florida; NRHP evaluation and mitigation plan for the Amtrak station, North Charleston, South Carolina; and a tract history of Battlefield Plantation that is associated with the Stono Rebellion, the largest slave insurrection in colonial South Carolina. Mr. Owens also serves as our archival specialist, and co-authored the Collection Management Plan for the National Park Service at the Hopewell Culture National Historical Park in 2014. He led the field work during the Greenville County, SC Historic Resources Survey

where he recorded a majority of the resources, while also co-authoring the report. Mr. Owens is the proposed project manager and will be responsible for overseeing the project.

Patricia Stallings (BA in History, North Georgia College; MA in History, University of Georgia; Preservation Studies Certificate, University of Georgia) is a senior historian employed with Brockington since 2002 and serves as the company's Program Manager for history services. In graduate school, Ms. Stallings focused her research interests on nineteenth- and early-twentieth-century agriculture in the southern United States. Because of her interest in historical land use and patterns, as well as her experience in managing projects for many of our environmental clients, she was accepted into and graduated from the Institute for Georgia Environmental Leadership. In addition to her professional services, Ms. Stallings also serves on the Board of Directors for the Barrow Preservation Society, Inc. and as a member of the Winder, Georgia Historic Preservation Commission.

Ms. Stallings has strong experience in the development and writing of historic contexts, NRHP nominations, architectural field surveys, historic property management plans, and administrative histories. Ms. Stallings has conducted archival research at several state, local, and university archives, as well as the appropriate regional branches of the National Archives for a variety of project types. She has produced contexts for a variety of project types, including archaeological data recoveries at plantation sites and a rare War of 1812 cantonment in Georgia, hydroelectric developments, and military installations in many parts of the country. Additionally, Ms. Stallings manages projects for many of our utility clients and has completed NRHP evaluations and management plans for hydro facilities in North Carolina, Georgia, and Pennsylvania. Ms. Stallings' experience with military properties includes surveys of the former Olathe Naval Air Station in Kansas, National Guard armories in both Missouri and Florida, and existing and proposed Army Reserve centers throughout the eastern and southwestern United States. Ms. Stallings has also completed administrative histories, including several for the U.S. Army Corps of Engineers and one for the Department of Energy's Southeastern Power Administration. Ms. Stallings also served as Brockington's Program Manager for a county-wide survey of Greenville County, and city-wide survey of the City of Greer South Carolina and provided QA/QC for all deliverables. Ms. Stallings will aid in staff scheduling and peer review.

Rachel Bragg (M.A. in Historic Preservation, Georgia State University; B.A. in Anthropology, Georgia State University) serves as project manager and architectural historian in the South Carolina Brockington office. Ms. Bragg joined Brockington in 2010 as an archaeology technician and conducted survey and excavation throughout the country. In graduate school, Ms. Bragg specialized in the evaluation and assessment of mid-twentieth-century architectural resources that culminated in a NRHP nomination for a historic neighborhood.

Ms. Bragg supervises and conducts documentation and survey of historic resources at all levels. She has wide-reaching experience investigating background histories and developing historical contexts utilizing resources at repositories ranging from National Archives to local historical societies. Ms. Bragg has developed successful National Register nominations and design guidelines for local governments. She is trained to identify and evaluate the wide range of architectural types and styles found throughout the American south. Bragg will assist with the field work and writing of the report.

Senior GIS Specialist

Gwendolyn Moore RPA, GISP (B.S. in Geology, College of Charleston; M.S. in Environmental Science, University of Charleston) is a senior project manager with 17 years of experience in all levels of CRM, including 13 years of experience as a GIS specialist. She has served as project manager in all areas of specialty for both public and private clients in Georgia, North Carolina, South Carolina, and the Bahamas.

Ms. Moore has authored and presented several papers at both international and national conferences. She is a member of the South Carolina GIS Arc Users Network (SCARC) and Computer Applications and Quantitative Methods in Archaeology (CAA). Ms. Moore will manage all GIS aspects of the proposed work, including data collection, digitizing, data cleaning, and metadata creation. Ms. Moore has worked with city and county GIS staffs throughout the Southeast, assisting them with integrating accurate datasets for historic sites into their existing files. Her role as GIS specialist for a city-wide and county-wide surveys throughout the Southeast makes her uniquely qualified for this project. She will be able to assist the architectural historians throughout the survey to ensure that the field data is recorded accurately and efficiently. She will also be able to provide the City with a dataset that can be easily incorporated into their existing parcel data files.

Project Experience

All members of the project team have experience with tasks outlined in the RFQ. Project manager Sheldon Owens has worked on several grant-based projects in Florida and has an in-depth knowledge of the requirements of the FMSF statewide survey forms. Mr. Owens also has a record of client success and satisfaction, finishing projects on time and within budget. Architectural historians Patricia Stallings and Rachel Bragg have completed similar studies in Florida, Georgia, South Carolina, and other locations throughout the country. Gwendolyn Moore, based in South Carolina, has provided GIS services to local municipalities across the Southeast and has a working knowledge of several regional online GIS systems. Brockington provides a framework for these individuals to collaborate and create a final product that will meet the City's expectations.

C. Our Capabilities

In order to satisfy the requirements, set forth in the Scope of Work, Brockington shall establish an effective management plan and project timetable for all tasks consisting of: an achievable project schedule, professional survey methodologies, the compilation and delivery of the final deliverables, and open and frequent communication among all interested parties.

Over the past 31 years, Brockington has developed a seamless process for maintaining high performance standards. Successful management and completion of cultural resources investigations requires staged, periodic implementation of quality control/quality assurance measures. Central to the Brockington management program is our proprietary project management software, OTIS, which allows online, real time management of delivery orders and other projects. The password-protected software is housed on the web, ensuring its continuous availability to staff across all of our offices. Major components of OTIS include:

- Communication among all members of a project team.
- Tracking project milestones and deadlines.
- Budget estimating and reporting, including time and expense tracking.
- Centralized file sharing.

For this survey, our efforts will focus on efficient use of time through careful attention to the level of effort estimates and cost. Junior staff members and technicians undergo constant training and performance evaluation. Peer review is used to oversee proposal writing, project scheduling, fieldwork, archival research, and report writing. Draft and final reports are edited, proofread, and produced by our dedicated production staff. Technical comments and issues of concern from local, state, and federal compliance reviewers are addressed concisely and completely. Our efficiency in scoping project costs is demonstrated by our relatively low overhead rates, as documented in periodic audits. The following sequence illustrates typical project quality control/quality assurance measures:

- A. Senior staff member receives and reviews request for proposal and forms a project team.
- B. The project team develops an appropriate level of effort (technical, cost, schedule) to accomplish the project scope; prior to submittal, this level of effort and formal proposal is reviewed by one or more senior staff members, depending on area of expertise.
- C. On project award, the team meets with the project scheduler to confirm a background research and fieldwork calendar and to assign appropriate staff.
- D. The project manager discusses all relevant aspects of fieldwork with an assigned senior staff member before commencing fieldwork.
- E. Senior staff members are available for consultation with the project manager throughout the project to address technical concerns and scheduling issues, if they occur.
- F. Project managers are responsible for all fieldwork documentation.
- G. Report authors formally and informally confer with knowledgeable senior staff members and submit periodic project updates.
- H. In-house draft report is submitted to at least two peer reviewers for technical review and comments.
- I. Report authors address peer reviews in a revised draft report.
- J. Revised draft report is submitted to editorial staff for proofreading review and production of final draft report.
- K. Final draft report is submitted to client/government agency for compliance review.

- L. Report authors and a designated senior staff member review and address technical comments.
- M. Revised final draft report is submitted to editorial staff for final report review and production.
- N. Following client/agency approval of final report, lab staff file or curate project materials and the project team meets for final project evaluation.

Throughout the survey project, the project manager will submit regular progress reports and project updates to keep the City apprised of the project's progress. Should the need arise, any changes or additional project detail required by the City and not requested in the Scope of Work shall be negotiated and further refined by a Work Order between the City and Brockington following acceptance of this proposal.

D. Historic Resources Survey Experience

Brockington has a great deal of experience conducting historic resource surveys. We have completed over three-thousand cultural resources survey projects that included a historic architecture survey component. An example of our experience with historic resources surveys is the *Historic Resources Survey for Greenville County, South Carolina*. In 2013, Brockington completed a historic resources survey of unincorporated Greenville County for the Greenville County Recreation District and the South Carolina Department of Archives and History (SCDAH). The objective of this survey was to identify a sample of 1,100 aboveground historic architectural resources that retained sufficient integrity to be included in the South Carolina Statewide Survey of Historic Properties (SSHP). The SSHP is a program coordinated by the South Carolina State Historic Preservation Office (SHPO). The survey project was funded in part by a grant from the US Department of the Interior, National Park Service (NPS).

Prior to the field survey effort, Brockington helped coordinate a public meeting in which our personnel gathered information from local stakeholders regarding important resources in their communities. We also developed a historic context to assist our evaluation of properties that we would record. The most intensive part of the project came during the field survey effort in which we identified 1,100 historic architectural resources throughout the unincorporated portions of Greenville County. Eventually, 20 properties were determined individually eligible for listing in the NRHP by the South Carolina SHPO. An additional six areas were recommended for future intensive survey, as they had the potential to be NRHP-eligible districts.

In addition to surveying the 1,100 properties, Brockington prepared an accompanying report that contained evaluations of the eligible properties and also completed architectural survey forms for each property recorded in the field. The forms were generated from a database, which our GIS specialists merged with locational data to create a comprehensive set of maps for the county. Brockington presented the final recommendations to Greenville County at a public meeting. A copy of the final survey report can be viewed at <http://shpo.sc.gov/research/Documents/GreenvilleCo2013.pdf>.



Above left: Holiday Bridge Dam. **Above right:** Charles E. Daniel Home, designed by Phillip Trammell Shutze.

E. GIS Experience

Brockington has a high level of experience providing GIS data layers related to historic resource survey projects. Our GIS specialists have generated GIS data layers for over three-thousand cultural resources survey projects that included a historic architecture survey component. An example of our experience providing GIS data layers related to historic resource survey projects is the *City of Greer Historic Resources Survey, South Carolina*. In 2017, Brockington completed a historic resources survey update for the City of Greer Planning and Zoning division of the Building and Development Standards Department and the SCDAH. The survey project was funded in part by a Federal Historic Preservation Grant to expand the historic properties inventory. The object of this survey was to add to the inventory or recorded historic architectural resources within the City limits that retained sufficient integrity to be included in the SSHP and to identify those properties and districts that are eligible for listing in the NRHP.

Like all large scale historic resources surveys, this project included an integral GIS mapping component. Our GIS specialists worked closely with the GIS staff of the City, and was required to collaborate with two different County GIS departments, as the City is located within both Greenville and Spartanburg Counties. The background research portion of the survey project included preliminary mapping completed by Brockington's GIS department. The project's GIS specialist created a database for all resources located within the City. The database consisted of existing GIS layers (parcels, previously surveyed areas, municipality boundaries, etc.) provided by the City, Counties, and SCDAH. The database was uploaded onto mobile mapping devices for use in the field. By using the mobile devices, architectural historians could easily distinguish between the previously recorded and newly identified historic resources.

The survey project ultimately recorded 856 historic architectural resources within the City limits. After the intensive level field survey was complete, the data collected using mobile devices was exported by the GIS specialist. Brockington's GIS department merged the survey data with Access databases in order to produce completed survey forms for the project. The GIS specialist also downloaded, cleaned, and incorporated the data into project maps and spreadsheets. All GIS shapefiles were presented to the City and SCDAH as data layers as final deliverable. A copy of the final survey report can be viewed at http://shpo.sc.gov/research/Documents/Greer2017_Report.pdf.

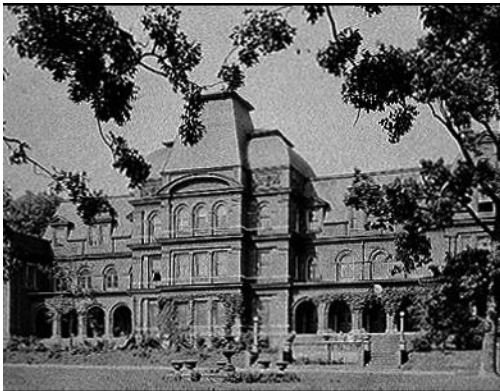


Above left: Map of Davenport-Mountain View neighborhood produced using GIS layers.

F. Experience with Municipalities and Grant Funding

Brockington has a lot of experience working with municipalities and government grant funding. We have completed hundreds of historic resources survey projects that involved government grant funding. The examples provided in Sections D and E were both federal grant funded projects. Another example of our experience in working with municipalities on government grant funded projects is the *Gainesville, Georgia Community-Wide Historic Structural Survey*. In 2011, Brockington completed a multi-phase community-wide historic resources survey for the City of Gainesville, Georgia's Community Development Department, on behalf of the Gainesville Historic Preservation Commission. The historic architectural resources survey focused on buildings and other structures within specified areas of the city. Category I Historic Preservation Fund Grants for CLGs, provided by the NPS and administered by the Georgia Historic Preservation Division, along with matching funds from the City of Gainesville were used to conduct the surveys.

The survey project was developed to use a multi-phase approach to systematically record and evaluate historic resources within the city. The survey project consisted of three phases, funded by three separate government matching grants. The multi-phase survey recorded 1,029 historic resources over the span of approximately five years. Brockington's tested protocols and standard operating procedures across all areas of the company including contracting, progress reporting, and scheduling allowed the company to provide a smooth transition between multiple phases and grants. Due to our in-house developed specialized project management software, we were able to supply the city with timely grant-based deliverables as needed. The project helped the city develop goals and priorities for historic resources within the city. Also, the survey findings provided support for local historic designation while better preparing the city's planning and development staff and the Gainesville Historic Preservation Commission in the management of historic resources. In addition, the survey worked as a supplement to the city's "Model Design and Construction Guidelines for Residential-Style Local Historic Districts."



Above left: Historic image of Bailey Hall at Brenau University, a local example of the Second Empire style.



Above right: A view of Historic Downtown Gainesville.

G. References

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H. Project Approach and Tentative Schedule

Based on the requirements outlined in the City's RFQ 2017-03, Brockington has developed an effective work plan for the Fernandina Beach Historic Resources Survey Update. The creation of this project approach is guided by our experience with conducting grant-based surveys and in consideration of state and federal guidance pertaining to the identification and evaluation of historic resources. For this survey, we will use an intensive level survey approach that focuses on the two historic districts. This approach will ensure that the completed deliverables meet the City's goal of adequately updating existing survey data.

To achieve the best result, the historic resources survey should be a collaborative effort among Brockington, the Florida Division of Historical Resources, and City of Fernandina Beach officials, with input by local residents. Brockington's project manager for this effort, architectural historian Sheldon Owens, has led and participated in multiple city or county-wide historic resources surveys. He is experienced in organizing the company's support staff, such as GIS and graphics specialists, and editorial staff that will assist him in completing the survey project. Mr. Owens will implement a three-phase work plan which will provide open and frequent communication, consistent and uniform data, and a thoughtful and organized survey and report. The work plan is detailed below.

Phase I: Project Planning and Background Research

Project Planning and Meetings

Prior to the commencement of the historic resources survey, Brockington's project manager will attend an initial planning meeting (teleconference if needed) with representatives of the City and Division of Historical Resources to discuss the scope of work, the methodology, and the project schedule. This meeting will provide the framework for the survey project and guide activities throughout the survey. The project manager will be prepared for the planning meeting to take place sometime between November 12 and 30, 2017.

In addition, the project manager will attend one (1) public meeting coordinated by the City. The public meeting will take place near the end of the project. At this meeting, the project manager will present the survey findings and recommendations to the public through a PowerPoint presentation.

Throughout the project, Brockington will provide periodic progress reports to the City staff by way of concise written updates, or teleconference at meetings, if necessary.

Background and Archival Research

Following the initial project planning meeting with the City, Brockington's team of historians will begin the background research necessary to identify, assess, and interpret the aboveground historical resources within the survey area, as well as the development of a relevant historic context of the City. Brockington will coordinate with the City to compile a summary of all previous surveys and other information pertinent to the successful completion of the project. This research, coupled with the Scope of Work, will guide the field investigations and assist in the evaluation of identified resources.

The background research task will consist of both archival research and oral interviews. Typical research activities are discussed briefly below, and may include, but are not limited to:

- A study of maps and historic aerial photographs identifying concentrations of historic buildings/structures such as City of Fernandina plats, topographic, military and railroad maps, highway maps, and fire insurance maps located at various repositories.
- A literature search in the libraries of area institutions for published sources of local and regional history.
- An examination of federal, state, and local records for the project area in pertinent archival repositories, and archives of various municipalities.
- A review of NRHP-listed or recorded architectural and archaeological sites within the project area.
- A review of local plat maps that will assist in the identification of neighborhood development patterns and the identification of prominent local developers.

Brockington's staff has conducted similar background research in the region for over 31 years and we have much existing information at our disposal. Utilizing our previous research and context development enables us to concentrate resources on other specific avenues of research. The information compiled at the local repositories for this project will be used to synthesize a historical context and developmental history of the City. Importantly, the information will also assist in assessing the significance of cultural resources in terms of their role in the planning process and the types of protection/preservation that may be recommended. This narrative will be organized both chronologically and thematically and will emphasize specific themes important in the development of the City. Finally, any identified developmental patterns will guide the field survey.

Preliminary GIS Mapping

Background research will also include preliminary mapping completed by Brockington's GIS staff. The project's GIS specialist will create a database for all resources located within the City. The database will consist of existing GIS layers (parcels, previously surveyed areas, municipality boundaries, etc.) provided by the City (digital parcel attribute data). The database will be uploaded onto mobile mapping devices for use in the field. By using these mobile devices, architectural historians will be able to easily identify the previously recorded structures in the field and the structures that have not yet been surveyed and that are or will become 50 years of age within the next ten (10) years. Once these structures have been identified, they will be verified and recorded during the fieldwork phase. After the completion of the survey, the data will be downloaded, cleaned, and presented to the City as a GIS database as a final deliverable.

Phase II: Documentation of Resources

Intensive Level Architectural Survey

Under the guidance of the project manager, Brockington's architectural historians will conduct an intensive level survey of the two historic districts in the City: the Downtown Historic District and the Old Town Historic District. During the intensive level survey, the historians will update existing survey data by recording architecturally and historically significant buildings, structures, complexes, designed landscapes, and/or sites with aboveground components (Historic Properties) that are at least 50 years old or that will become 50 years of age within the next ten (10) years and have integrity. The survey update will include a minimum of five-hundred and fifteen (515) historic structures (15 newly recorded and 500 existing structures). Basic historical information will be provided for civic, institutional, and commercial properties.

Historic architectural resources will be recorded on new or updated Florida Master Site File (FMSF) forms. At least one digital photograph, preferably showing the main elevation, will be taken of each resource. The location of each surveyed property will be plotted on USGS topographic quadrangle maps

utilizing GIS technology. At least fifty (50) completed survey forms will be submitted for Division review and approval. Photography for this project will include digital images produced by methods demonstrated to meet the 75-year permanence standard required by the NPS (NPS updated 2015). The architectural history staff will use tablets to efficiently complete the fieldwork. Foremost, by using tablets, our historians will have ready access to data collected during the background research. Our historians will use this information to conduct a systematic survey within the study area. Staff can input information directly into the tablets, which results in an easy data transition into our GIS mapping.

Field survey methods will be guided by:

- FDHR's "*Cultural Resources Management Standards & Operational Manual*";
- "*Guideline for Local Surveys: A Basis for Preservation Planning* (National Register Bulletin 24);
- "*Guidelines for Evaluating and Documenting Rural Historic Landscapes* (National Register Bulletin 30)";
- "*Heritage Documentation Programs HABS/HAER/HALS Photography Guidelines* (NPS, updated June 2015)."

References consulted for architectural style and architectural type descriptions will include:

- *A Field Guide to American Houses: The Definitive Guide to Identifying and Understanding America's Domestic Architecture* (McAlester, revised 2013);
- *The Visual Dictionary of American Domestic Architecture: A Graphic Guide to 500 Years of American Home Styles, From the Tipi to the Tract House* (Carley et al. 1994);
- *American Vernacular Design, 1870-1940: An Illustrated Glossary* (Gottfried and Jennings 1985).

Brockington's staff has extensive experience in historic property survey in Florida's coastal region. As a result, the project historians will utilize experienced judgment to evaluate resource integrity in the context of the local area. The fieldwork phase of the project will take place between January 14 and March 10, 2018.

Phase III: Preparation of Survey Documentation

Survey Report Preparation

Brockington will prepare and submit to the City draft and final reports conforming to Chapter 1A-46, Florida Administrative Code. This report will include:

- an overview of the historical development of City of Fernandina and the two historic districts
- a discussion of architectural styles represented in the two historic districts,
- a discussion of current conditions of contributing elements within the two historic districts, and
- an inventory of all surveyed properties.

Brockington will also recommend any properties appropriate for individual or contributing designation under the NRHP. Resource integrity and NRHP eligibility will be assessed for each individual building, structure, complex, district, and landscape. The report will also provide a thorough analysis of these results in connection with the historical context of City of Fernandina. The project manager will be the principal author of the survey report and will be assisted by Brockington's production department. The project manager will oversee all aspects of report writing and production and will consult with the project

historians, GIS specialist, and production staff to ensure that the project is completed in an efficient manner and that the information provided in the report is clear, accurate, and meets the needs and standards of the City and FDHR. Peer review of the report will be conducted by the senior architectural historian. Brockington will submit a draft report and draft survey data to the FDHR and the City for comment and approval no later than May 14, 2018.

Final Survey Products Preparation

Upon receipt of comments from the City and FDHR, Brockington will make all necessary corrections and revisions to the report prior to resubmitting the finalized materials. All final survey materials will meet the style and format stipulated in Chapter 1A-46, Florida Administrative Code. At the conclusion of the survey project, Brockington will submit the following products:

- One (1) electronic copy and one (1) hard copy of the final report, including photographs and maps, conforming to Chapter 1A-46, Florida Administrative Code
- One (1) electronic and one (1) hard copy of the minimum of five-hundred and fifteen (515) FMSF forms

All survey materials will be produced in-house, and submitted no later than June 30, 2018.

EXHIBITS

EXHIBIT “A”	Contact Sheet
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
EXHIBIT “I”	Addendum One

EXHIBIT "A"

CONTACT SHEET

CITY OF FERNANDINA BEACH RFQ # 2017-03

Name: Brockington and Associates, Inc.

Federal Taxpayer ID: 581873779

Mailing Address: 498 Wando Park Blvd., Suite 700

City, State, & Zip Code: Mt. Pleasant, SC 29464

Telephone: 843-881-3128 Fax: 843-881-1776

Email: sheldonowens@brockington.org

Submitted By: Sheldon Owens

Title: Historian / Project Manager

FIRM Accepts Credit Cards*: Yes

Accounting Contact:

Name: Regina Simma

Title: Controller

Email Address: reginnasimma@brockington.org

Phone: 678-638-4166

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "B"

TO GENERAL CONDITIONS TO RFQ # 2017-03

CITY OF FERNANDINA BEACH, FLORIDA 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 RFQ 2017-03.
2. This sworn statement is submitted by (entity) Brockington and Associates, Inc. whose business address is 498 Wando Park Blvd, Suite 700, Mt. Pleasant, SC 29464 and (if applicable) Federal Employer Identification Number (FEIN) is 581873779 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Sarah Brockington and my relationship to the entity named above is Owner and President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

City of Fernandina Beach, FL
Request For Qualifications RFQ 2017-03
Historic Resources Survey Update

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

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

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


Signature

10/24/17
Date:

Georgia
STATE OF ~~FLORIDA~~
COUNTY OF DeKalb

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 24 day of October, 2017, and is personally known to me, or has provided _____ as identification.




Notary Public
My Commission expires: 6/27/19

MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "C"

TO GENERAL CONDITIONS TO RFQ # 2017-03
CITY OF FERNANDINA BEACH

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: Brockington and Associates, Inc.

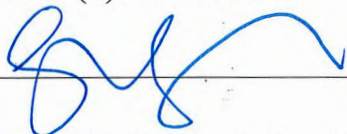
CITY: Mt. Pleasant

STATE: SC

ZIP CODE: 29464

TELEPHONE NUMBER(S): 843-881-3128

SIGNATURE: _____



NAME (TYPED OR PRINTED): Sarah Brockington

TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 2017-03

Project Description: Fernandina Beach Historic Resources Survey Update

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: Breckington and Associates, Inc.

Authorized Signature: _____

Title: President

Date: 10/24/17

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "E"

Proposer Acknowledgements and Agreements

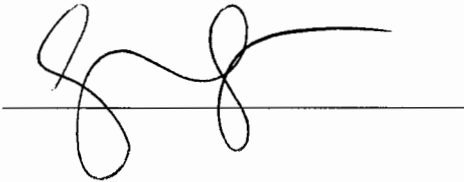
City of Fernandina Beach

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: Sarah Brockington Title: President

Signature: _____



Date: 10/24/2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "F" CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 2017-03.

This sworn statement is submitted by (entity) Brockington and Associates, Inc. whose business address is 498 Wando Park Blvd., Suite 700, Mt. Pleasant, SC 29464 and (if applicable) Federal Employer Identification Number (FEIN) is 581873779 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Sarah Brockington and my relationship to the entity named above is Owner and 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.

STATE OF Georgia
COUNTY OF DeKalb

Signature

10/24/2017
Date:

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 24 day of October, 2017, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 6/27/19

THIS FORM MUST BE INCLUDED WITH PROPOSAL

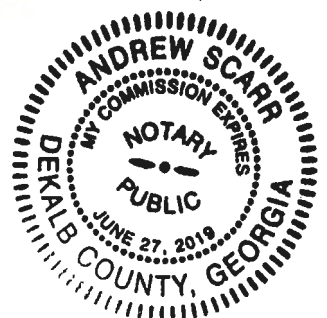


EXHIBIT "G" Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 2017-03.

This sworn statement is submitted by (entity) Brockington and Associates, Inc. whose business address is 498 Wando Park Blvd, Suite 700, Mt. Pleasant, SC 29464 and (if applicable) Federal Employer Identification Number (FEIN) is 581873379 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Sarah Brockington and my relationship to the entity named above is Owner and President.

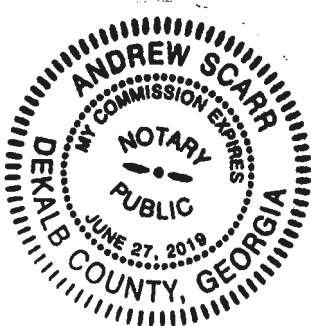
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, 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 _____ Date: 10/24/17

Georgia
STATE OF ~~FLORIDA~~
COUNTY OF DeKalb

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 24 day of October, 2017, and is personally known to me, or has provided _____ as identification.


Notary Signature _____ My Commission expires: 6/27/19



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.

Brockington and Associates, Inc.

10/24/2017

Firm

Date

Authorized Signature

President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM ONE
FOR
REQUEST FOR QUALIFICATIONS
RFQ #2017-03
HISTORIC RESOURCES SURVEY UPDATE

Prepared By:
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM DATE: OCTOBER 20, 2017

INTRODUCTION

The City of Fernandina Beach is accepting competitive sealed proposals for the **HISTORIC RESOURCES SURVEY UPDATE**.

The City of Fernandina Beach requests sealed proposals by **11:00 am, October 26, 2017** to perform these services in accordance with the Request for Qualifications published October 6, 2017, as Request for Qualifications 2017-03.

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

THIS ADDENDUM

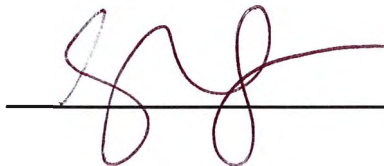
The following changes are applicable to the original RFQ documents and specifications of RFQ #2017-03. This Addendum now becomes part of the original Request for Qualifications and shall be acknowledged by including a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the submittal.

NAME: Sarah Brockington TITLE: President

ADDRESS: 3850 Holcomb Bridge Road, Suite 105

CITY: Peachtree Corners STATE: GA

AUTHORIZED SIGNATURE:

A handwritten signature in dark ink, appearing to be 'S Brockington', written over a horizontal line.

DATE: 10/24/17

ADDENDUM ONE
INVITATION TO BID
ITB #2017-03
HISTORIC RESOURCES SURVEY UPDATE

- I. **Changes to Request for Qualification: None**
- II. **Questions: See Below**
- III. **Attachments: None**

II. Questions:

- 1. Is the \$40,000 grant amount meant for contractor operations, or does it include 'services in-kind' from the City?

The \$40,000 grant amount does not include services in kind from the city.

- 2. The RFP mentions (under III. Project Scope, p. 1-2) that "Part of the duties will include...completing inventory forms for the five hundred and fifteen (515) sites within the limits of the study area..." Later, it mentions that "The survey will result in a final survey report and new or updated Florida Master Site File (FMSF) forms..." Are the 'inventory forms' and FMSF forms one-in-the same? Or will the preparation of two separate forms be required for each site?

The inventory forms that are referred to are the Florida Master Site File Forms, so each site will have one form (a new or updated FMSF).

*** * * END OF ADDENDUM ONE * * ***

Fernandina Beach Historic Resources Survey Update

RFQ 2017-03



**ENVIRONMENTAL
SERVICES, INC.**

7220 Financial Way, Suite 100
Jacksonville, Florida 32256
904-470-2200

ORIGINAL

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ENVIRONMENTAL SERVICES, INC.

7220 Financial Way, Suite 100
Jacksonville, Florida 32256

Phone 904-470-2200 * Fax 904-470-2112

www.environmentalservicesinc.com

23 October 2017

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, Florida 32034

RE: RFQ# 2017-03 Historic Resources Survey Update

To Whom It May Concern:

Environmental Services Inc. (ESI) is pleased to provide the City of Fernandina Beach our proposal for the "Historic Resources Survey Update". Our goal is to provide the City with the highest quality, most responsive services in all facets of a project and to perform these services in the most efficient manner possible. The tasks outlined in the Solicitation are typical of those handled routinely by the ESI historical resource staff.

ESI understands that the City is seeking the services of a duly licensed and qualified consultant capable of conducting a survey of the two historic districts in the City of Fernandina Beach to update existing survey data in accordance with Chapter 1A-46 (Archaeological and Historical Report Standards) of the Florida Administrative Code. ESI is prepared to perform this survey which will result in the identification and evaluation of specified historic resources in the community. ESI will perform this survey within the budget and schedule necessary to stay in compliance with the City's grant.

Authorized Agents for ESI

Brent Handley, Vice President
7220 Financial Way, Suite 100
Jacksonville, Florida 32256
904-470-2200 Office
904-626-9735 Cell
bhandley@esinc.cc

Patricia Davenport, Historic Resource Specialist
7220 Financial Way, Suite 100
Jacksonville, Florida 32256
904-470-2200 Office
912-844-1815 Cell
pdavenport@esinc.cc

The ESI historical resource team looks forward to working with the City of Fernandina Beach staff to accomplish the tasks listed in the Scope of Work.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.



Brent M. Handley
Vice President/Technical Director

ESI is a woman-owned small business enterprise specializing in environmental matters. The firm has been in business for 31 years with its headquarters in Jacksonville, Florida. ESI provides quality responsive services in a variety of disciplines including wetlands, protected species, mitigation services, cultural resource assessments, soil science investigations, environmental contamination, stream restoration, forest management and agricultural services, greenhouse gas qualification, carbon offsets and sustainability. Through our commitment to quality, responsiveness and diversity, ESI is a leading environmental consulting firm regionally and internationally.

The ESI cultural/historical resources team has performed over 1,650 projects of many types over a period spanning approximately 27 years. We take pride in our reputation for accomplishing high quality professional work and strive to maintain that at all times.

ESI is a leader among historical/cultural resource and environmental consulting firms in the Southeast, and will provide the City of Fernandina with a team whose members have extensive experience performing a variety of historic site services throughout the Southeastern United States. ESI's familiarity with state and federal regulations, our required reporting standards and our strong commitment to customer service will further enhance our ability to meet your needs. We offer the City diversity and depth of technical staff, knowledge of governmental procedures, high quality technical capabilities, and strong commitment to customer service.

ESI's Historic Resource Specialist is an in-house, full-time, permanently employed specialist who meets or exceeds the Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation*, and has had formal Section 106 training from the Advisory Council on Historic Preservation. ESI has conducted historical surveys, records research, surveys of properties potentially eligible for the National Historic Register, Section 106 compliance of the National Historic Preservation Act and mitigation plans for historic properties impacted by planned transportation projects throughout the region.

Patricia Davenport-Jacobs, MHP, Project Manager/Historic Resource Specialist



Ms. Davenport is a Historic Resource/Preservation Specialist with over 17 years of experience in project management, conservation and preservation of monuments, cemeteries, and historical resources. Ms. Davenport meets the minimum professional qualifications in architectural history under 36 CFR 61. She has gained extensive knowledge by working with independent contractors, preservation firms, government agencies, municipalities, and historical societies. Ms. Davenport performs Section 106 compliance reviews, architectural assessments, historic structure inventories, and evaluations on invasive biological growth and plant material on historic structures for ESI. She has experience in archival research and reporting. She has worked with organizations managing rehabilitation and adaptive use projects for historic structures as well as with firms focusing on material conservation and cemetery preservation.

Ms. Patricia Davenport, who meets or exceeds the Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation*, and has had formal Section 106 training from the Advisory Council on Historic Preservation. Ms. Davenport also holds a Masters in Historic Preservation from Savannah College of Art and Design.



Brent Handley, RPA, Technical Director/QA/QC



Mr. Handley will provide quality assurance/quality control for the project. Mr. Handley has 22 years of experience in cultural resource management. Mr. Handley is experienced with all phases of cultural resource assessment and management including NEPA documentation, historic and archival research, archaeological survey and data recovery, and coordination with regulatory agencies and has extensive experience with Section 106 of the National Historic Preservation Act.

Meghan Powell, Historian

Ms. Powell is a native of Northeast Florida. She holds a BA in History from Florida State University with an emphasis on social and cultural aspects of the United States Civil Rights Era. Prior to joining ESI, Ms. Powell gained practical experience in archival and museum studies and performed essential background research on historic architecture in Jacksonville while employed with a local historical library. Her duties with ESI include historical research, field reconnaissance, documenting and evaluating historic resources, developing historical narratives, and assisting with historic resource conditions assessments. Ms. Powell meets the Secretary of the Interior's Professional Qualification Standards in History.

Josh Newman, Project Archaeologist



Mr. Newman is a technician within the Cultural Resource Management Division of ESI and assists with historic research, data collection, and field reconnaissance for architectural surveys; as well as assisting with all phases of archaeological fieldwork, analysis, and reporting. On previous projects, Mr. Newman has supported the CRM team with HABS documentation, Historic Resource Surveys, and Section 106 compliance reporting.

Rusty Newman, CAD/GIS Senior Manager



Mr. Newman's responsibilities include management and direction of ESI Geographic Information Systems (GIS) and Computer Aided Design (CAD) staff and departments throughout the company. Mr. Newman also oversees development of applications, standards and workflow to ensure the efficiency and quality of work across the board. He is in charge of the budget, financial, and training needs associated with the GIS/CAD departments, and is also responsible for marketing services to each region, preparation of proposals, and the partnership with various Divisions to advocate use and integration of geospatial technologies.



ENVIRONMENTAL SERVICES, INC.

PATRICIA DAVENPORT Historic Resources Specialist

Education Level:

M.F.A Historic Preservation,
Savannah College of Art and
Design, 2007

B.S. Environmental Design,
Auburn University, 1999

Years of Experience:

17

Professional Affiliations:

- National Trust for Historic Preservation
- Florida Trust for Historic Preservation
- American Institute for Conservation of Historic and Artistic Works

Certifications:

- Advanced Training Section 106 -- ACHP

Ms. Davenport is a Historic Resource/Preservation Specialist with over 15 years of experience in project management, conservation and preservation of monuments, cemeteries, and historical resources. She has gained extensive knowledge by working with independent contractors, preservation firms, government agencies and historical societies. Ms. Davenport performs Section 106 compliance reviews, architectural assessments and valuations on invasive biological growth and plant material on historic structures for ESI. She is experienced in archival research and reporting. In previous positions, she worked with organizations managing rehabilitation and adaptive use projects for historic structures as well as with firms focusing on material conservation and cemetery preservation.

Project Experience:

- Cemetery survey, marker conditions assessment and treatment recommendations for Pinehurst Cemetery, City of Jacksonville, FL
- Historic Resource Survey, City of Lake Worth, FL
- Large-scale architectural survey/ inventory of structures within The St. Augustine National Register Historic District, St. Augustine, FL
- Large-scale architectural survey of Anastasia Island, City of St. Augustine, FL
- Historic Resource Survey Update, Lake County, FL
- Historic Structure Survey, Meldrim Assessment, Effingham County, GA
- Historic Resource Survey, Bayview Garden, Pinellas County, FL
- Architectural survey of historic structures, City of Jacksonville, Duval County, FL
- National Register Application/Nomination for Historic District, City of Jacksonville, Duval County, FL
- New Hope Cemetery Delineation & Master Plan, Perry County, AL
- Delineation of Shelton Cemetery and Purvis Cemetery, Thiele Kaolin Mine, Warren County, GA
- HABS documentation, St. Augustine Shipyards, St. Johns County, FL
- HABS Level III, Loran-C Tower Jupiter Inlet, Palm Beach County, FL
- Historic resources assessment survey, Northrop Grumman Hangars, St. Johns County, FL
- Archaeological and visual assessment, Peak Mt., Ashe County, NC
- Architectural assessment and disturbance letter, Hamilton Beach, Beaufort County, NC
- Disturbance letter, 5GB0366, Guilford County, NC
- Visual assessment and disturbance letter, 478-195 (AT&T), Pender County, NC
- Conditions assessment for St. Peter's Episcopal Church Cemetery, grounds and monuments, Fernandina Beach, FL
- Arch assessment, Bushy Fork, Person County, NC
- Arch/visual assessment, Hyco Lake, Person County, NC
- Arch/visual assessment, Nixon's Farm, Surry County, NC
- Visual assessment, DT Wendell, Wake County, NC
- Arch disturbance letter and visual assessment, Raleigh Rooftop Tower, Wake County, NC
- Cultural resource assessment survey, First Coast YMCA, Duval County, FL
- Archaeological technician phase I and feature excavation for new CAT Intermodal Station, Savannah, Chatham County, GA



ENVIRONMENTAL SERVICES, INC.

PATRICIA DAVENPORT **Historic Resources Specialist**

- Cultural resource assessment survey, First Coast YMCA, Duval County, FL
- Cemetery preservation including cleaning and consolidation of headstones and curbing, Randolph Cemetery, Columbia, SC
- Cemetery preservation including masonry repointing (double struck joint), tablet cleaning and vegetation removal, Prioleau Cemetery Naval Weapons Station, Charleston, SC
- Coastal Heritage Society – Old Central of GA Roundhouse Complex Project Manager: Tender Frame Shop rehabilitation and adaptive use for Preservation Team Offices; Boiler Room building assessment (including invasive vegetation growth and masonry deterioration); Compressor Room masonry assessment and roofing project
- Coastal Heritage Society – Old Central of GA Roundhouse Complex historic brick storm drain inspections with pipeline inspections team
- Developed protocols for testing and the removal of unwanted/invasive vegetation from historic brick structures at the Old Central of GA Roundhouse Complex and Old Fort Jackson moat wall and interior casemates, Savannah, GA
- Monument preservation including cleaning and consolidation, preparation for pointing and patching, Baron Von Steuben and Marquis de Lafayette monuments in Washington DC, Sgt. William Jasper Monument in Madison Square, Savannah, GA, Colonial Park Cemetery and Laurel Grove Cemetery in Savannah, GA and Yeamans Hall Cemetery in North Charleston, SC
- Historic paint analysis, Universalists Unitarian Church of Savannah and Asbury United Methodist Church, Savannah, GA
- Historic Savannah Foundation and SCAD - building assessment, Ethel Tison House, Savannah, GA
- National Park Service and SCAD – architectural survey project updating National Register listings, St. Augustine, FL
- Graham Condominium Association and SCAD – historic research and architectural assessment
- Auburn University Rural Studio- Lewis House construction and research on historic churches in Newbern, AL
- Guest lecturer 700 level Philosophy and Criticism “Taking What You Learn and Putting it to Use”, (SCAD—HP, Prof. Andres Gaviria), Savannah, GA
- Guest lecturer 700 level Conservation Laboratory, Instruction on Vegetation Control Issues for Historic Structures, (SCAD—HP, Prof. B.S. Robinson) Savannah, GA
- Organized Preservation Engineering Workshop on Non-Destructive Testing Methods, Association for Preservation Technology International and the National Center for Preservation Technology and Training, Charleston, SC
- ICLEI Software DATA Entry and report assistance for Greenhouse Gas Study with Trident Sustainability
- Participant with Arthur I. “Buddy” Jacobs, Chairman of the Board of Directors for the Preservation Institute of Nantucket (PIN), for the University of Florida PIN Guest Lecture series in Nantucket
- Class assistant 700 level Building Assessment II -- Instruction on paint analysis for Asbury United Methodist Church (Prof. Jim Abraham) for SCAD
- Advanced conservation project on monument cleaning at Laurel Grove Cemetery



ENVIRONMENTAL SERVICES, INC.

BRENT HANDLEY, MA, RPA Vice President/Technical Director

Education Level:

M.A. Anthropology
University of Connecticut, 2000

B.A. Geography/Anthropology
University of Southern Maine,
1993

Years of Experience:

22

Professional Affiliations:

- Registered Professional Archaeologist (RPA)
- Florida Archaeological Council, Inc.
- St. Augustine Archaeological Association
- International Council of Archaeo-Zoologist
- Southeastern Archaeological Conference

Mr. Handley is a registered professional archaeologist (RPA) with over 23 years of experience in academic research and cultural resource management projects. He is a Vice President and Senior Archaeologist for Environmental Services, Inc. Brent supervises all phases of cultural resource assessment, including logistical organization, daily field operations, primary and background research, artifact analysis, and the writing of final reports, as well as business development, people development and all financial performances of the Florida Cultural Resource Management department. Previous cultural resource management projects have included cultural resource assessment surveys (CRAS), monitoring, test excavations, block excavations, and remote sensing surveys in Alabama, Arizona, Connecticut, Florida, Georgia, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, South Carolina. These projects have been successfully completed for clients such as the United States Coast Guard, the Army Corps of Engineers, United States Navy, Army National Guard, National Park Service, United States Department of Agriculture, and the Department of Transportation, as well as private companies and public utility companies.

Project Experience:

- Historic Resource Survey, City of Lake Worth, FL
- Large-scale architectural survey of Anastasia Island, City of St. Augustine, St. Johns County, FL
- Architectural survey of historic structures, City of Jacksonville, Duval County, FL
- National Register Application/Nomination for Historic District, City of Jacksonville, Duval County, FL
- Historic Resource Survey Update, Lake County, FL
- Historic resources assessment survey, Northrop Grumman Hangars, St. Johns County, FL
- Historic structure analysis of 11 Armories/Readiness Centers for the Florida Army National Guard.
- Historic architectural assessment, Site 8SJ2843, St. Johns County, FL
- Phase II and III survey of historic resources for Charlotte County, FL
- Numerous archaeological and historical assessment of cell towers all of FL
- Historical and archaeological investigation of the Natural Bridge Battlefield Historical Site, Leon County, FL
- Cultural and historical survey of Second Seminole War Battlefield Sites at Riverbend Park, Palm Beach, FL
- Historical research and windshield survey of the Clay County Multimolda Tract, Clay County, FL
- Archaeological and historical investigation of the Loxahatchee Battlefield, Palm Beach, FL
- Historic property survey of Holly Hill, Volusia County, FL
- Historic structure survey of the City of Oviedo, Phase I and Phase II, Oviedo, FL
- Survey and mitigation of adverse impacts to the Camp Blanding North Cantonment Historic District and Habs Level III Documentation, FL
- Historic structure survey of structures in unincorporated St. Johns County, FL
- Historic structure survey of Northwest 5th Avenue Historic District, Gainesville, FL



ENVIRONMENTAL SERVICES, INC.

MEGHAN POWELL
Historian

Education Level:

B.A. History, Florida State University, 2012

Minor in Religion, Florida State University, 2012

Years of Experience:

5

Professional Affiliations:

Jacksonville Historical Society

Certifications:

BACE: Archival and Museum Studies Certification, AASLH and Council of State Archives

Ms. Powell is a native of Northeast Florida. She holds a BA in History from Florida State University with an emphasis on social and cultural aspects of the United States Civil Rights Era. Prior to joining ESI, Ms. Powell gained practical experience in archival and museum studies and performed essential background research on historic architecture in Jacksonville while employed with a local historical library. Her duties with ESI include historical research, field reconnaissance, documenting and evaluating historic resources, developing historical narratives, and assisting with historic resource conditions assessments. Ms. Powell meets the Secretary of the Interior's Professional Qualification Standards in History.

Project and Related Experience:

- Cemetery survey, marker conditions assessment and treatment recommendations for Pinehurst Cemetery, City of Jacksonville, FL
- Assist researchers with family histories, genealogy, and historic building information
- Assist non-profit with grant-writing for major funding from local government and other national institutions; participate in grant hearings and presentations
- Archives Assistant: Accession of archival materials as assigned by Head of Archives; Prepare collections and items for processing, including stabilization, storage, inventory, and cataloging; research, plan and execute exhibits and setup of planned exhibits; coordinate and assist in collection-specific activities and functions; serve as secondary point of contact for answering Archives requests; provide training to volunteers and docents on best practices and software data entry; Supervise and update collection catalog using PastPerfect Museum Software
- Event Coordinator: Coordinated all society events, including conferences, and educational program meetings for membership; scheduled, and planned educational field trips and organized events for corporations, local universities, non-profit organizations, and JHS members
- Museum Docent: Leads tours through historic Museum; train volunteers for docent led tours; give educational field trips to 1st-8th graders through museum that provide historical perspectives on the social atmosphere of the city



ENVIRONMENTAL SERVICES, INC.

JOHNNY R. NEWMAN, JR. (Rusty)
Senior CAD/GIS Manager

Years Experience:

31

Professional Affiliations:

- GITA (Geospatial Information & Technology Association)
- NEFGIS User Group
- JAG (Jacksonville AutoCAD User Group)
- FPZA (Florida Planning and Zoning Association) – First Coast Chapter President

Mr. Newman's responsibilities include management and direction of GIS (Geographic Information Systems) and CAD (Computer Aided Design) staff and departments throughout the company. Mr. Newman also oversees development of applications, standards and workflow to ensure the efficiency and quality of work throughout the company. Administration of budget, financial, and training needs associated with the departments. He is also responsible for marketing services to region, preparation of proposals, and partners with various Divisions to advocate use and integration of geospatial technologies

ESI Project Experience

- Historic Resource Survey, City of Lake Worth, FL
- Large-scale architectural survey/ inventory of structures within The St. Augustine National Register Historic District, St. Augustine, FL
- Large-scale architectural survey of Anastasia Island, City of St. Augustine, FL
- Cemetery survey, marker conditions assessment and treatment recommendations for Pinehurst Cemetery, City of Jacksonville, FL
- St. Johns County Architecture Survey, St. Johns County, FL
- St. Johns County Archaeological Survey & GIS Archaeological Predictive Model (APM), St. Johns County, FL
- Jacksonville Beaches Architecture Survey, Duval County, FL
- North Carolina Department of Transportation GIS Archaeological Predictive Model (APM) Project for the State of NC
- Duval County GIS Archaeological Predictive Model (APM), Duval County, FL
- Suwannee River Water Management District (SRWMD) Cultural Resource Site Probability Map, multiple counties, FL
- Greens Creek Mitigation Bank, Clay County, FL
- Highlands Mitigation Bank, Clay County, FL
- Longleaf Mitigation Bank, Duval County, FL
- IMG Mitigation Bank, Hendry County, FL
- University of North Florida (UNF) Burn Plan, Duval County, FL
- Progress Energy Carolinas – Harris Advanced Reactor Project: Support for Clean Water Act 404 Permitting, LEDPA, and Mitigation Planning
- Mitigation Site Search GIS Analysis – multiple sites
- Land Suitability GIS Analysis – multiple sites
- KB Home Community and Marketing Maps – multiple counties, FL
- Nocatee, St. Johns County, FL
- PCS Phosphate Land Base Map Conversion, Beaufort, NC
- St. Augustine Road/ I-95 Interchange, Duval County, FL
- Whites Ford Mitigation, St. Johns County, FL
- Big Cypress Mitigation, Hendry County, FL
- West Bay Peninsula, Bay County, FL
- FDEP Green Swamp, Polk County, FL
- Silverleaf, St. Johns County, FL
- RiverTown, St. Johns County, FL



ENVIRONMENTAL SERVICES, INC.

JOSHUA NEWMAN, BA Project Archaeologist

Education Level:

B.A. Anthropology and History
Florida State University, 2013

Years of Experience:

3

Mr. Newman has over three years of experience in academic research, historic resources and cultural resource management projects. He is a technician for Environmental Services, Inc. and assists with historic research and architectural survey's as well as all levels of archaeological fieldwork, including monitoring, reconnaissance, Phase I CRAS, Phase II site examinations, and Phase III data recoveries/mitigations. In addition, he has also assisted with HABS level analyses and artifact analysis in a laboratory setting.

Project Experience:

- Cemetery survey, marker conditions assessment and treatment recommendations for Pinehurst Cemetery, City of Jacksonville, FL
- Historic Resource Survey, City of Lake Worth, FL
- Large-scale architectural survey/ inventory of structures within The St. Augustine National Register Historic District, St. Johns County, FL
- Large-scale architectural survey of Anastasia Island, City of St. Augustine, St. Johns County, FL
- Architectural survey of historic structures, City of Jacksonville, Duval County, FL
- Data Recovery, Site 8NA785, Nassau County, FL
- Data Recovery, Site 8SJ3732, Nassau County FL
- Archaeological services for stump removal, City of Savannah, Chatham County, GA
- Phase I CRAS, St. Augustine Shipyard Tract, St. Johns County, FL
- Phase I CRAS, Onyx Tract, Palm Beach County, FL
- Phase I CRAS, Mahon Avenue Tract, Leon County, FL
- Phase I CRAS, Trail Ridge Landfill Road Easement, Duval County, FL
- Phase I CRAS, TPC – Wilderness Tract, St. Johns County, FL
- Phase I CRAS, TPC – Park Investment Tract, St. Johns County, FL
- Phase I CRAS, Gustafson Cattle Tract, Clay County, FL
- Phase I CRAS, Reynolds Ranch Tract, Palm Beach County, FL
- Phase I CRAS, Wells Creek Tract, Duval County, FL
- Phase I CRAS, Holiday Tract, Pasco County, FL
- Phase II site evaluations, Site 8SJ6440 and 8SJ6441, St. Johns County, FL
- Phase III data recovery at Sites 8SJ6440 and 8SJ6441, St. Johns County, FL
- HABS Level III, Northrup-Grumman Facility, St. Johns County, FL
- Archaeological reconnaissance survey, Gasaway Tract, Nassau County, FL
- Archaeological monitoring, Charles Spring, Suwannee County, FL
- Archaeological monitoring, DOT Project – Sister's Creek Bridge Replacement, Duval County, FL
- Comprehensive assessment of the Pinehurst Cemetery, Duval County, FL

Our firm works diligently to maintain a high degree of productivity and efficiency. We have the management and technical capability to assume multiple assignments, and we are prepared to guarantee the availability of our project manager, Patricia Davenport-Jacobs, for this project. ESI has an outstanding record of producing quality work in a timely fashion within the specified budget. During the history of our firm, we have served very results-oriented clients, and the nature of our business is that environmental issues frequently affect critical paths in project design or construction. We have developed a sense of urgency for expeditious resolution of environmental issues so that they will not have a negative impact upon project subsequent stages of project development. We have always taken pride in responsive service, and we complete assignments on time unless we are affected by events outside of our control. ESI is committed to meeting both time and budget requirements for any resulting projects.

In order to achieve the highest level of quality control, ESI develops a strategy at the beginning of each project. Our internal process begins with the Project Manager, Patricia Davenport-Jacobs, with assistance from Vice President Brent Handley, assembling a team of technical staff that comprises individuals with expertise in all the disciplines needed to best serve the project. Our Project Manager is involved with the scoping of every new project and all aspects of the project to ensure the highest level of service is being performed; her initial effort is to assess the project scope and needs of the client.

The Project Manager supervises the project team and answers directly to the client. The Project Manager is also responsible for developing the project schedule and budget and for ensuring that corporate quality assurance procedures and reviews are followed. The Project Manager will assign tasks to the project team based upon the area of technical expertise required. Communication among all of the team members must be made as easy as possible. It is the Project Manager's responsibility to ensure that communication from the project team to the City follows proper channels.

Historic Resources Survey Experience

ESI has conducted several neighborhood, city and county-wide historic structure surveys. Some of these include: City of St. Augustine; City of Lake Worth; City of Holly Hill, FL; City of Oviedo, FL; City of New Smyrna Beach, FL; a neighborhood in Gainesville, FL; St. Johns County, FL; Charlotte County, FL; Jacksonville FL Beaches; and Downtown and North Riverside in Jacksonville, FL. In addition, ESI has also conducted historic structure analysis at 13 Florida Army National Guard Armory/Readiness Centers, and recently updated the WWII era historic district located within the Camp Blanding Training Center, Clay County, Florida. Some examples can be found below.

Historical Resource Survey Update Phase 1

Duration October 2016 – August 2017

ESI just completed a historical resources survey in Lake Worth including the South Palm Park and Northeast Lucerne neighborhood, and the Historic Commercial District. The objectives of the survey were to at a minimum record 500 architectural resources for the Florida Master Site File (FMSF) utilizing the Historic Structure Form and assess their eligibility for listing in the *National Register of Historic Places (NRHP)* as well as assess their eligibility for contribution to the local district. A total of 516 resources were identified during the field survey. Of those 49 had been previously recorded; and 467 are newly recorded. 460 of the resources are considered to be potentially eligible or contributing to a NRHD; and approximately 46 are considered to be ineligible or noncontributing structures.

St. Augustine National Register Historic District Inventory, St. Johns County, FL

Duration: December 2015 – June 2016

ESI conducted an inventory of structures within the St. Augustine National Register Historic District for the City of St. Augustine, FL to fulfill requirements under a Historic Preservation Small-Matching Grant. The objectives of the survey were to update the inventory of historic structures within the St. Augustine National Register Historic District, to record and update Florida Master Site File (FMSF) forms for all structures 45 years old or older, as well as any “reconstructions” on original locations utilizing the Historic Structure Form, and to assess the properties’ eligibility for listing in the NRHP. All work performed by ESI complied with Section 106 of the *National Historic Preservation Act (NHPA)* of 1966 (as amended) as well as applicable state standards and regulations.

The historic resources survey consisted of pedestrian investigation to field verify all architectural resources within the project area constructed up to 1970. Data from the City of St. Augustine Property Appraiser and the FMSF was collected and cross referenced to insure the accuracy of information and the correlation with respective buildings. Research conducted at local and state repositories focused on historical context of the project area.

Final deliverables for this project included recommendations for updating the National Register district and the National Historic Landmark (NHL) district. The survey established a list of eligible resources for inclusion in the proposed St. Augustine Town Plan NHL district. In addition, an electronic copy of project GIS data layers showing all surveyed resources at least 50 years of age and a color overlay map depicting the newly surveyed structures and the previously recorded structures was submitted to the City of St. Augustine and the Florida Department of State Division of Historic Resources.

Architectural Survey of Anastasia Island, St. Johns County, FL

Duration: February 2015 – July 2015

ESI completed an architectural survey of Anastasia Island for all buildings constructed prior to 1970. Over 800 structures were recorded during the investigation. The associated report included

Historic Resources Survey Experience

recommendations for future actions by the City of St. Augustine with regards to protecting significant resources and possible district or MPS listings in the NRHP.

City of Jacksonville Historic Structure Survey and National Register of Historic Places Nomination, Duval County, FL

Duration: 2014 – 2015

From 2014 to 2015, ESI conducted a historic structures survey in downtown Jacksonville Florida. The goal of the investigation was to update the inventory of historic structures recorded within the downtown Jacksonville area. The resulting survey was used as a planning tool to guide the City in establishing historic district boundaries. ESI worked with the City's staff within the Planning Department to finalize the district boundaries and prepared the application to the State of Florida Division of Historical Resources for a National Register District nomination. As a result, the first commercial historic district for the City of Jacksonville was approved and listed in the NRHP on May 2, 2016.

ESI has a wealth of experience using GIS data layers and techniques to provide the desired results of many projects related to historic resources. We use spatial data, in esri® geodatabase or shapefile format, as the foundation of our analysis. From there, we typically build multiple data sets based on the needs and deliverables required for the project. For example, Archeology Predictive Models (APM) will require development of a very extensive list of data sets while a Cemetery Survey will result in considerable less.

With the typical Historic Structure Surveys, we utilize all available spatial and tabular resources from the state or local level to build the feature datasets and feature classes required. Careful attention is paid to the setup of coordinate system, domains, schema, etc. as expected in the client deliverables. From there, we will build the necessary fields to accommodate the attribute values gathered through field data collection methodologies and analysis results. Maps required for the client's report and/or state submittal are produced and all data sets are exported to shapefile format or packaged as required by the expected deliverables in the project contract.

Projects of note involving use of GIS data layers:

- City of Jacksonville Archeology Predictive Model
- City of Jacksonville Downtown Historic Structure Survey and National Register District Nomination
- City of Jacksonville Pinehurst Cemetery Survey
- City of Jacksonville Beach Historic Structure Survey
- City of Fernandina Beach Archeology Predictive Model
- City of St. Augustine Downtown Historic Structure Survey
- City of St. Augustine Anastasia Island Historic Structure Survey
- St. Johns County Archeology Predictive Model
- City of Lake Worth Historic Structure Survey

Grant Funding Experience

ESI cultural resources staff has conducted numerous survey projects that have been funded and administered by the State of Florida, Department of State, Division of Historical Resources, particularly Small Matching Grants that fund historical resource survey projects. ESI Historic Resources Specialist, Patricia Davenport, has completed three such projects in the past three years. Two for the City of St. Augustine; **Grant F1402**, *Architectural Survey of Anastasia Island Structures* and **Grant S1601**, *St. Augustine Inventory*, an update to the inventory of resources within the St. Augustine National Register Historic District and one for the City of Lake Worth; **Grant S1729**, *Historic Resource Survey Update, Phase*.

ESI typically follows the schedule of deliverables outlined in the Grant between the City and the State. These dates may be tweaked by a week or two based on the client's individual review process prior to the submitting progress reports to the state for review. A timeline for deliverables can be solidified at the initial meeting between City Staff and ESI. All dates listed in this proposal are suggested; ESI will negotiate mutually agreeable due dates for all deliverables upon selection. Furthermore, all work performed by ESI staff including field work and grant reporting is conducted in accordance with Chapter 1A-46 *Florida Administrative Code*.

Ms. Aimee Sunny
City of Lake Worth
7 North Dixie Highway
Lake Worth, Florida 33460
(561) 586-1690
asunny@lakeworth.org

Recently completed project: Historic Resource survey in the South Palm Park, Northeast Lucerne, and Old Town Local Historic District to fulfill requirements under Historic Preservation Small-Matching Grant.

Ms. Jenny Wolfe
City of St. Augustine
75 King Street, 4th Floor
St. Augustine, Florida 32084
(904) 209-4326
jwolfe@citystaug.com

Recently completed projects: Inventory of Structures within the St. Augustine National Register Historic District and a Large Scale Architectural Survey of Anastasia Island, St. Johns County, FL to fulfill requirements under Historic Preservation Small-Matching Grant.

Mr. Christian Popoli, MURP
City of Jacksonville
214 North Hogan Street, Suite 300
Jacksonville, FL 32202
(904) 255-7852
www.coj.net

Recently completed projects: Historic Structure Survey of downtown Jacksonville, after the survey ESI worked with the City to prepare the application to the State of Florida for a National Register District nomination. Large scale survey, conditions assessment and recommended conservation treatments for Pinehurst Cemetery.

Historic Resource Surveys are an integral element of preservation planning and serve as baseline data for researchers, regulatory agencies, and others interested in the historical importance of our cultural built environment. ESI understands that the purpose of this project is to conduct a historic survey of the two historic districts in the City of Fernandina Beach, to update existing survey data. The result of this update will be a final survey report, production of GIS data layers and new or updated Florida Master Site File (FMSF) forms.

It is our understanding that this project will include a comprehensive assessment of approximately five-hundred and fifteen (515) historic structures (15 newly recorded and 500 existing structures). ESI understands that the primary elements of the survey will consist of research, field surveys, and a final report. ESI will also participate in a public presentation at the end of the project to discuss the results of the survey as well as provide GIS data layers for integration with the City and County GIS system.

The proposed project consists of four main tasks: engagement (Task 1); architectural resources survey (Task 2); Draft Report (Task 3); and Final Report (Task 4). The following outline describes how ESI proposes to complete the services requested by the City.

Task 1: Engagement

Upon approval of the submitted proposal, ESI Historic Resource Specialist, Patricia Davenport-Jacobs will attend an initial planning meeting with representatives of the City to discuss the scope of work, methodology and schedule.

- o Early to mid-November or mutually agreeable time between the City staff and ESI Historic Resource Specialist.
- o ESI will begin field work following the initial meeting with city staff; Mid-Late November or Early December
- o Progress report #1 to be submitted to City Staff by 30 days after the kick off meeting (unless another time frame is established during the kick off meeting).

Task 2: Architectural Resources Survey

Upon approval of the historical narrative, ESI cultural resources staff will begin immediately on data collection through an intensive level survey, this investigation will be performed in accordance with the guidelines outlined in the Secretary of Interior's Standards and will focus on architecturally and historically significant buildings, structures, complexes, districts, and landscapes in the survey area that are at least 50 years old or will become 50 years of age within the next 10 years and have retained integrity. ESI will utilize Florida Master Site File (FMSF) forms on all newly recorded historic properties and updated on all previously recorded sites.

- o ESI will provide at least fifty (50) completed FMSF forms including photographs, and maps in hard copy and electronic formats by January 12, 2018, for submittal to the State for period ending December 30, 2017 or a mutually agreeable date based on the Grant timeline.

Task 3: Draft Report

ESI will prepare a draft report with a survey log sheet, which will meet the requirements of Chapter 1A-46.001 F.A.C.

- Review of FMSF, Conclusions and Recommendations
 - o ESI proposes to meet with the City Staff in order to review the FMSF forms and Draft report for corrections and amendments – prior to submitting the final product. This

meeting can occur in early to mid-May or a mutually agreeable time between the City staff and ESI Historic Resource Specialist.

- o Draft Report will be provided by April 13th.

Task 4: Report

ESI will provide one electronic and one hard copy of the completed FMSF Forms with associated data, maps and photographs as well as one hard copy and one electronic copy of the final report, conforming to Chapter 1A-46, *Florida Administrative Code*. Final report will include recommendations for any potential National Register Districts.

- o ESI shall deliver the final report and associated FMSF Forms by June 4th for inclusion with the final progress report to the state on June 30, 2018 for the period ending May 31, 2018.

Deliverable/Invoicing Schedule

Engagement/Task 1 November 30, 2017	\$10,000.00
Deliverable/Task 2: 50 Completed Survey Forms January 12, 2018	\$10,000.00
Deliverable/Task 3: Draft Survey Report April 13, 2018	\$10,000.00
Deliverable/Task 4: Final Survey Report & FMSF Forms June 4, 2018	\$10,000.00
Total	\$40,000.00

Cost Breakdown

Task 1:	Initial Meeting and Background Research	\$ 6,800.00
Task 2:	Field-work, FMSF Forms, Draft Report	\$23,200.00
Task 3 & 4:	Shapefile Data & Final Reporting	\$10,000.00
Total:		\$40,000.00

EXHIBIT "A"

CONTACT SHEET

CITY OF FERNANDINA BEACH RFQ # 2017-03

Name: Environmental Services, Inc.

Federal Taxpayer ID: 59-2668974

Mailing Address: 7220 Financial Way, Suite 100

City, State, & Zip Code: Jacksonville, Florida 32256

Telephone: 904-470-2200 Fax: 904-470-2112

Email: bhandley@esinc.cc

Submitted By: Brent Handley

Title: Vice President/Technical Director

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Cindy McClure Title: Controller

Email Address: cmccclure@esinc.cc Phone: 904-470-2200

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "B"

TO GENERAL CONDITIONS TO RFQ # 2017-03

CITY OF FERNANDINA BEACH, FLORIDA 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 RFQ 2017-03 Historic Resources Survey Update.
2. This sworn statement is submitted by (entity) Environmental Services, Inc. whose business address is 7220 Financial Way, Suite 100, Jacksonville, Florida 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2668974 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Gary K. Howalt and my relationship to the entity named above is Principal.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

City of Fernandina Beach, FL
Request For Qualifications RFQ 2017-03
Historic Resources Survey Update

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

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

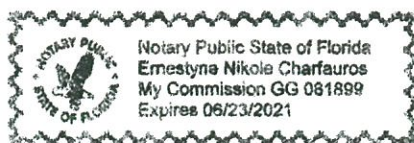
_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

May K Howard
Signature

10/25/2017
Date:

STATE OF FLORIDA
COUNTY OF FLORIDA

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 25th day of October, 2017, and is personally known to me, or has provided _____ as identification.



Ernestyna Charfauros
Notary Public
My Commission expires: 06/23/2021

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "C"

TO GENERAL CONDITIONS TO RFQ # 2017-03 CITY OF FERNANDINA BEACH

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:

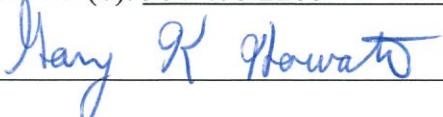
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about 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: Environmental Services, Inc.

CITY: Jacksonville STATE: Florida ZIP CODE: 32256

TELEPHONE NUMBER(S): 904-470-2200

SIGNATURE: 

NAME (TYPED OR PRINTED): Gary Howalt TITLE: Principal

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 2017-03

Project Description: Historic Resources Survey Update

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: Environmental Services, Inc.

Authorized Signature: Mary K Howard

Title: Principal

Date: 10/25/2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "E"

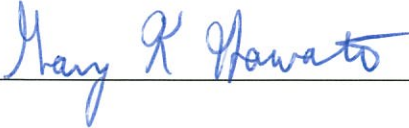
Proposer Acknowledgements and Agreements

City of Fernandina Beach

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: Gary Howalt Title: Principal

Signature:  Date: 10/25/2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 2017-03 Historic Resources Survey Update

This sworn statement is submitted by (entity) Environmental Services, Inc. whose business address is 7220 Financial Way, Suite 100, Jacksonville, Florida 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2668974 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Gary Howalt and my relationship to the entity named above is Principal.

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 FLORIDA

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 25th day of October, 2017, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 06/23/2021

THIS FORM MUST BE INCLUDED WITH PROPOSAL

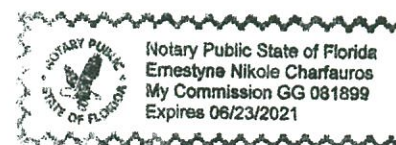


EXHIBIT "G"

Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 2017-03 Historic Resources Survey Update

This sworn statement is submitted by (entity) Environmental Services, Inc. whose business address is 7220 Financial Way, Suite 100, Jacksonville, Florida 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2668974 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Gary Howalt and my relationship to the entity named above is Principal.

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.

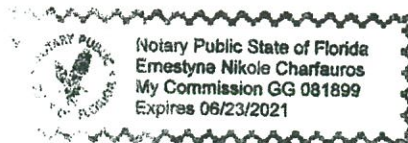
Gary R Howalt 10/25/2017
Signature Date:

STATE OF FLORIDA
COUNTY OF FLORIDA

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 25th day of October, 2017, and is personally known to me, or has provided _____ as identification.

Ernestine Nikole Charfauros
Notary Signature

My Commission expires: 06/23/2021



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 X ___ 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.

Environmental Services, Inc.

10/25/2017

Firm

Date



Gary K. Howalt/Principal

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM ONE
FOR
REQUEST FOR QUALIFICATIONS
RFQ #2017-03
HISTORIC RESOURCES SURVEY UPDATE

Prepared By:
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM DATE: OCTOBER 20, 2017

INTRODUCTION

The City of Fernandina Beach is accepting competitive sealed proposals for the **HISTORIC RESOURCES SURVEY UPDATE**.

The City of Fernandina Beach requests sealed proposals by **11:00 am, October 26, 2017** to perform these services in accordance with the Request for Qualifications published October 6, 2017, as Request for Qualifications 2017-03.

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

THIS ADDENDUM

The following changes are applicable to the original RFQ documents and specifications of RFQ #2017-03. This Addendum now becomes part of the original Request for Qualifications and shall be acknowledged by including 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 submittal.

NAME: Brent Handley **TITLE** Vice President/Technical Director

ADDRESS: 7220 Financial Way, Suite 100

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 10/25/2017

WLA Studio

675 Pulaski Street, Suite 1000
Athens, Georgia 30601

Phone/Fax. (706)543-5459/ (706)543-5456
Email. info@wlandstudio.com
www.wlandstudio.com



Proposal

HISTORIC RESOURCES SURVEY UPDATE

RFQ # 2017-03

City of Fernandina Beach, Florida

Prepared for:

Salvatore Cumella

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

Proposal Date:

10.26.2017

Principal Contact

Keyes Williamson

Phone (706)543-5459 x227
Email. keyes@wlandstudio.com



www.wlandstudio.com

October 26, 2017

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

Dear Selection Committee,

WLA Studio (formerly The Jaeger Company) is pleased to present the following proposal for the development of a Historic Resource Survey Update (RFP # 2017-03) for the City of Fernandina Beach. We provide historic preservation planning and design for municipal, state, and federal agencies across the Southeast. We are currently the lead consultant for the National Park Service, providing on-call cultural resource planning for the Southeast Regional Office. We prepare National Register Nominations, perform historic resource surveys, and provide treatment recommendations that conform to the Secretary of the Interior's Standards for Historic Preservation.

Keyes Williamson, owner and Principal of the firm, will be the contact person and is authorized to make representations on behalf of the firm. We have the staff available to perform this project and because of our experience can do it in a timely fashion. We will meet the deadlines stated in the RFP. The survey will be completed and submitted before June 30, 2018. We appreciate the opportunity to be considered for this most interesting project.

Sincerely,

Keyes Williamson
Principal Landscape Architect
WLA Studio
675 Pulaski Street, Suite 1000
Athens, GA 30601
706.543.5459 ext. 227
keyes@wlandstudio.com



A. DESCRIPTION OF FIRM



Firm Profile

Formed more than thirty years ago, WLA Studio (formerly The Jaeger Company) is a design and planning firm committed to preserving historic resources and creating thoughtful urban spaces. The firm's headquarters is in downtown Athens, GA with satellite offices in Atlanta and Gainesville, GA. WLA is a limited liability company. Keyes Williamson is the sole owner/president of the firm.

Historic Preservation, Planning, Landscape Architecture and Environmental Assessment are the professional and technical foundations of the firm. Our multi-disciplinary staff includes Registered Landscape Architects, Certified Planners, Certified Soil and Water Conservation Designers, Certified Arborists, Preservation Professionals, Architectural Historians, Landscape Historians, Graphic Designers, qualified CAD (computer-aided design) operators, and related support staff.

We are currently the lead consultant for the Southeast region of the National Park Service for an on-call contract for cultural resource planning. WLA Studio provides the National Park Service with historic resource documentation, analysis and recommendations. Our projects include National Register nominations, historic resource studies, historic structure reports and cultural landscape reports.

WLA Studio serves a range of institutional and government agencies. Our areas of specialization include historic preservation planning, urban planning, streetscape design, and recreational planning and design. Many of our projects have received recognition from state and federal historic preservation agencies. We have helped write the guidelines for documenting historic landscapes for the National Park Service and helped write the manual for campus preservation for the State of Georgia.

Our approach to planning and historic preservation emphasizes communication with the client and cost management. WLA Studio believes each project is an opportunity to realize the collective goals for the community and promote cultural and environmental stewardship.

The graphics department uses Adobe InDesign, Photoshop, and Illustrator to generate graphics and publications for our clients. AutoCAD, AutoCAD Map, and GIS (Geographic Information Systems) software are used in the production of plans and technical drawings.



B. RESUMES



Keyes Williamson

Principal Landscape Architect

EDUCATION

Master of Landscape Architecture, University of Georgia,
Athens, Georgia

Master of American Studies, Florida State University,
Tallahassee, Florida

Bachelor of Arts, English Literature,
University of the South, Sewanee, Tennessee

PROFESSIONAL EXPERIENCE

Twenty-Seven Years Total
WLA Studio (formerly The Jaeger Company)
2007-2012; 2014-Present
Knoxville Botanical Garden & Arboretum -
Executive Director

PROFESSIONAL REGISTRATION

Landscape Architect State of Georgia #1622
Landscape Architect State of Tennessee #995
Landscape Architect State of North Carolina #1875
Landscape Architect State of Florida #6667262

RELEVANT PROJECT EXPERIENCE (PARTIAL LISTING)

AIKEN HISTORIC RESOURCES SURVEY, Aiken, SC

Project Manager and Historian in the completion of a survey of over 1,200 sites within a targeted portion of the city limits including: the downtown commercial core, developed in the 1830s; and the "Winter Colony" architecture from the late 1800s into the early twentieth century. The final survey and report are guiding the City of Aiken in defining expanded boundaries for National Register and local districts.

GREENWOOD INTENSIVE LEVEL SURVEY, Greenwood, MS

Principal Landscape Architect/Project Manager who provided the Mississippi Department of Archives and History (MDAH) with an intensive level historic resources survey of multiple historic districts in Greenwood, Mississippi. The historic districts encompassed both historic commercial and residential districts. The project resulted in a resource database of over 400 historic structures to be used as part of the MDAH's mapping of historic districts and resources in the state.

HISTORIC RESOURCES SURVEY & PRESERVATION ELEMENT, Flowery Branch, GA

Project Manager responsible for coordinating multiple elements of the preservation element of a comprehensive plan. Flowery Branch is a small community experiencing development pressures in the outer metro Atlanta area. Elements produced include a Historic Resources Survey of over 140 structures and a Redevelopment Plan for the Downtown District, including design guidelines. Guidelines were developed to assist in the sensitive conversion of historic residential properties to commercial uses. Part of the project scope included stakeholder interviews and working with an Advisory Committee and the public on visioning exercises for the community.

NPS IDIQ CULTURAL RESOURCE PLANNING, Southeast Region

Serving as Principal Landscape Architect on a five-year contract to provide cultural resource planning for the Southeast Region of the National Park Service. This contract includes multiple kinds of planning documents, including National Register documentation, Historic Structure Reports, Historic Resource Studies, and Cultural Landscape Reports. Current projects include Cultural Landscape Inventories at Fort Frederica and the Great Smoky Mountains National Park; Cultural Landscape Reports at Booker T. Washington's home "The Oaks" and Castillo de San Marcos National Monument, and Historic Structure Reports for the Martin Luther King, Jr. National Historic Site.

NATIONAL PARK SERVICE - STIETENROTH HOUSE HISTORIC STRUCTURE REPORT, Natchez National Historical Park, MS

Landscape Architect/Historian who assisted the National Park Service in the development of an Historic Structures Report for the Stietenroth House at Natchez National Historical Park. The report consisted of three main parts: Management Summary, Developmental History, and Treatment and Use. The study provided critical baseline information to aid the park in future preservation and interpretation of the structure.



Madie Fischetti, ASLA

Senior Project Manager

EDUCATION

Master of Landscape Architecture,
University of Georgia, Athens, GA

Certificate in Historic Preservation,
University of Georgia, Athens, GA

Bachelor of Arts, American Studies, College of William
and Mary, Williamsburg, VA

Minor in Art & Art History, College of William and Mary,
Williamsburg, VA

PROFESSIONAL REGISTRATION

Landscape Architect State of GA, #1420

PROFESSIONAL EXPERIENCE

Sixteen Years Total
WLA Studio (formerly The Jaeger Company)
2001-2007; April 2008-Present

University of Georgia 2007-2016

Madie Fischetti, Landscape Architect 2007-2012

Athens Design Studio 2013-2016

RELEVANT PROJECT EXPERIENCE (PARTIAL LISTING)

GREENVILLE HISTORIC RESOURCES SURVEY, Greenville, SC

Senior Project Manager who assisted the City of Greenville and the South Carolina Department of Archives and History with a historic resources survey consisting of over 1600 properties. The goal of the project is to assess and assign historic resource status to previously undocumented architectural resources in the study areas. Madie was responsible for fieldwork, conducting progress reports and public meetings, overseeing data entry, and quality assurance/quality control (QA/QC).

GREENWOOD INTENSIVE LEVEL SURVEY, Greenwood, MS

Senior Landscape Architect who assisted the Mississippi Department of Archives and History (MDAH) with an intensive level historic resources survey of multiple historic districts in Greenwood, Mississippi. The historic districts encompassed both historic commercial and residential areas. The project resulted in a resource data base of over 400 historic structures to be used as part of the MDAH's mapping of historic districts and resources in the state. Tasks included writing resource descriptions and data entry.

526 AUBURN, 540 Auburn, 546 AUBURN AND 550 AUBURN AVENUE HISTORIC STRUCTURE REPORTS, Martin Luther King, Jr. National Historic Site, Atlanta, GA

Senior Project Manager who assisted the National Park Service, Southeast Office in completing historic structures reports for residential buildings located within the Birth Home Block in the Martin Luther King, Jr. National Historic Site. The HSRs focused on the design and development history, treatment and use history, condition assessment, and recommendations for future treatment and preservation.

ELKMONT HISTORIC STRUCTURES REPORT, Great Smoky Mountains National Park, TN

Senior Landscape Architect who assisted the National Park Service in the development of five historic structure reports (HSRs) for the Elkmont Historic District consisting of the 1) Galyon, 2) Baumann, 3) Cook, 4) Hale and 5) Scruggs-Brisco cabins. Responsible for report layout and QA/QC.



Debbie Curtis Toole

Architectural Historian

EDUCATION

Master of Architectural History, Historic Preservation,
University of Virginia, Charlottesville, Virginia

Bachelor of Architectural Engineering Technology,
Southern Polytechnic State University, Marietta, Georgia

SPECIALIZED TRAINING

Preserving the Recent Past Conference III
Vernacular Architecture Forum Annual Conference
Historic Structures Reports & Computer-Aided Facilities
Management Programs, National Preservation Institute

PROFESSIONAL EXPERIENCE

Twenty-Two Years Total
WLA Studio (formerly The Jaeger Company)
1995-2002; 2012-Present
Georgia State Historic Preservation Office
1987-1995
Georgia Trust for Historic Preservation
1985-1987
LEED Accredited Professional

RELEVANT PROJECT EXPERIENCE (PARTIAL LISTING)

HISTORIC RESOURCES SURVEY, Multiple Cities/Counties, GA and SC
Architectural Historian for numerous Historic Resources Survey projects for communities in Georgia and South Carolina. The surveys follow State Historic Preservation Office (SHPO) guidelines and include an initial windshield survey to identify candidate historic sites (50 years or older). Work includes background research to develop historic context for survey area; field survey forms for each site, which include the architectural description and summary of a site's history. Surveys include Midtown Gainesville, Newnan, Rome and Roswell, Georgia and Lower Richland County, South Carolina.

GREENVILLE HISTORIC RESOURCES SURVEY, Greenville, SC
Architectural Historian who assisted the City of Greenville and the South Carolina Department of Archives and History with a historic resources survey consisting of over 1600 properties. Tasks included researching and describing historic resources and entering in database.

GREENWOOD INTENSIVE LEVEL SURVEY, Greenwood, MS
Architectural Historian who assisted the Mississippi Department of Archives and History (MDAH) with an intensive level historic resources survey of multiple historic districts in Greenwood, Mississippi. The historic districts encompassed both historic commercial districts and residential districts. The project resulted in a resource data base of over 400 historic structures to be used as part of the MDAH's mapping of historic districts and resources in the state. Tasks included researching and describing historic resources, and writing historic contexts.

NATIONAL PARK SERVICE - STIETENROTH HOUSE HISTORIC STRUCTURE REPORT,
Natchez National Historical Park, MS
Architectural Historian who assisted the National Park Service in developing an Historic Structures Report for the Stietenroth House at Natchez National Historical Park. The report consists of three main parts: Management Summary, Developmental History, and a section on Treatment and Use. The study provides critical baseline information that will aid the park in preservation and interpretation of the resource.

NATIONAL PARK SERVICE – ELKMONT HISTORIC STRUCTURES REPORT,
Great Smokey Mountains National Park, TN
Architectural Historian and Project Manager assisting the National Park Service in the development of five Historic Structure Reports (HSRs) for the Elkmont Historic District consisting of the 1) Galyon, 2) Baumann, 3) Cook, 4) Hale and 5) Scruggs-Brisco cabins. The final reports will include three main parts: Management Summary, Developmental History, and Treatment and Use. These HSRs are needed to preserve these structures and fulfill the terms of a Memorandum of Agreement between the NPS, the Tennessee State Historic Preservation Officer, and the Advisory Council for Historic Preservation.

NATIONAL REGISTER ELIGIBILITY REVIEW
As Architectural Historian at the Georgia State Historic Preservation Office, reviewed proposed National Register nominations, Section 106 projects, and Federal and State Tax Incentive projects for National Register Eligibility. Prepared final National Register nomination documents for submittal to National Park Service following federal National Register guidelines.



Jennifer Barnett

Historic Preservation Field Assistant

EDUCATION

Bachelors of Business Administration in Accounting
University of North Georgia, Dahlonega, Georgia

PROFESSIONAL EXPERIENCE

Twenty-Five Years Total
WLA Studio (formerly The Jaeger Company)
2008-Present

SPECIALIZED TRAINING

Digital Photography
Geographic Information System (GIS)
Microsoft Access

RELEVANT PROJECT EXPERIENCE (PARTIAL LISTING)

GREENVILLE HISTORIC RESOURCES SURVEY, Greenville, SC

Historic Preservation Field Assistant who assisted the City of Greenville and the South Carolina Department of Archives and History with a historic resources survey for over 1600 properties. Tasks included photography of resources, organizing and entering resource data in Microsoft Access database, and addition of resource locations to ArcMap/GIS.

GREENWOOD INTENSIVE LEVEL SURVEY, Greenwood, MS

Historic Preservation Field Assistant who assisted the Mississippi Department of Archives and History (MDAH) with an intensive level historic resources survey of multiple historic districts in Greenwood, Mississippi. The historic districts encompassed both historic commercial districts and residential districts. The project resulted in a resource database of over 400 historic structures to be used as part of the department's mapping of historic districts and resources in the state. Tasks included field photography of resources and organizing and entering resources in database for MDAH and the City of Greenwood.

AIKEN HISTORIC RESOURCES SURVEY, Aiken, SC

Historic Preservation Assistant who assisted the project manager in the completion of a survey of over 1,200 sites within a targeted portion of the city limits including: the downtown commercial core, developed in the 1830s; and the "Winter Colony" architecture from the late 1800s into the early twentieth century. Tasks included graphic layout of photographs on resource forms and project organization.

NATIONAL PARK SERVICE – ELKMONT HISTORIC STRUCTURES REPORT, Great Smokey Mountains National Park, TN

Graphic Assistant who assisted National Park Service in the completion of five historic structure reports (HSRs) for the Elkmont Historic District consisting of the 1) Galyon, 2) Baumann, 3) Cook, 4) Hale and 5) Scruggs-Brisco cabins. Responsibilities included report layout, file organization, and copy editing. The reports will be used to guide future treatment of these historic resources.

C. CAPABILITIES OF THE FIRM TO CARRY OUT ANTICIPATED SCOPE



C. Capabilities of the firm or firms to carry out the anticipated scope of expected planning services.

WLA Studio has over thirty years of experience in completing historic preservation planning projects. Our staff includes architectural historians, preservation planners, and historic landscape architects capable of evaluating architectural resources as well as other cultural assets (historic landscapes, small-scale features, and historic sites) for integrity and eligibility for the National Register of Historic Places. While environmental sustainability has always been a priority at WLA Studio, recent experience with National Park Service cultural resource projects has familiarized us with best management practices for the treatment of cultural resources in terms of climate change. Preservation of cultural resources and environmental sustainability are the foundations of our firm. We have time available in our firm schedule to make this Historic Resources Survey a priority and complete the project within a reasonable timeframe.



D. EXPERIENCE OF FIRM WITH HISTORIC RESOURCES SURVEY WORK



Greenville Historic Resources Survey

Greenville, South Carolina



Project Description

WLA Studio (WLA) is currently working on a city-wide survey of over 1,600 properties in Greenville, SC. The survey areas include a variety of resources including mill houses, Craftsman bungalows, commercial structures, and post-World War II neighborhoods. The goal of the project is to assess and assign historic resource status to previously undocumented architectural resources in the study areas. Specific attention is being given to the identification of individual historic resources as well as eligible historic districts. Neighborhoods included in the study include: West End, Village of West Greenville, Greater Sullivan, Nicholtown, Stone Academy, North Main, Cleveland Park, and Parkins Mill.

The survey followed the requirements and standards of South Carolina Department of Archives and History. WLA was responsible for conducting fieldwork, which included photographic recordation of resources, production of a historic context narrative, entering properties surveyed into database in Microsoft Access format, and locating and recording properties in Geographic Information System (GIS). WLA provided progress reports to City Planning and Zoning staff and the City's Design Review Board to keep the public informed of the project. Public meetings were also held at the beginning and close of the project.

Project Reference and Details

Project Duration: March 2017-September 2017
Project Budget: \$69,522

Client Reference: **Ms. Monique Mattison**
Neighborhood Planner/Community Development
City of Greenville
206 South Main Street, 7th Floor City Hall
Greenville, SC 29601
864.467.4546
mmattison@greenvillesc.gov



Intensive-Level Survey City of Greenwood, Greenwood, Mississippi



Project Description

WLA Studio (formerly The Jaeger Company) assisted The Historic Preservation Division, Mississippi Department of Archives and History (MDAH) and the City of Greenwood, Mississippi in completing an intensive-level survey for multiple historic districts in Greenwood, Mississippi. The survey area includes both historic commercial and residential districts.

The survey area encompassed the entire span of the Cotton Row Historic District, which was listed on the National Register of Historic Places in 1980, and is also a Local Historic District. The survey also includes certain parts of the Williams Landing and Eastern Downtown Residential Historic District as well as the Central Commercial and Railroad Historic Districts. These districts were listed on the National Register in 1985 and 1986 respectively. The survey area contains six (6) resources that are individually listed on the National Register of Historic Places. There are also eight (8) resources that have been designated Mississippi Landmarks .

The project resulted in a resource data base of over 400 historic structures to be used as part of the Department's mapping of historic districts and resources in the state. The materials produced for this project met guidelines established by the National Park Service as well as additional standards developed by MDAH.

Project Reference and Details

Project Duration: October 2015-May 2016

Client Reference: **Mr. Eric Reisman**, Survey Manager
Mississippi Department of Archives
Historic Preservation Division
PO Box 571
Jackson, MS 39205
601.576.6850
ereisman@mdah.state.ms.us



Historic Resources Survey

City of Aiken, Aiken, South Carolina



Project Description

WLA Studio (formerly The Jaeger Company) assisted the City of Aiken Planning Department by preparing a survey of the area's historic and cultural resources. Over 1,200 sites were identified and surveyed, ranging from the 1800s Coker Springs, turn-of-the-nineteenth-century recreational facilities and homes of the "Winter Colony," and the mid-twentieth century Crosslands – the first suburban development tied to the Savannah River Site.

The targeted portion of the city limits of Aiken included the downtown commercial core that was developed in the 1830s and the "Winter Colony" architecture from the late 1800s into the early twentieth century. A 1834 plan by Alfred Dexter and C.O. Pascalis, engineers for the South Carolina Canal & Railroad Company, laid out the city of Aiken with gridded, wide streets and parkways. These parkways were originally grassy medians with trees that have been enhanced with lush landscaping planted at the turn-of-the-nineteenth-century. During this period the "Winter Colony" was established within this original plan and extended out Whiskey Road, creating estates for winter residents escaping the harsh northern climates.

The final Survey and Report is now used by the City of Aiken to determine expanded National Register and local district boundaries, as well as to provide a snapshot of resources within the purview of the Historic Preservation Commission.

Project Reference and Details

Project Duration: October 2009-September 2010
Project Budget: \$39,686

Client Reference: **Ms. Susan French**, Planner (retired)
City of Aiken
Post Office Box 1177
Aiken, SC 29802
803.642.7608
sfrench@cityofaikensc.gov



Guilford Courthouse Historic Resource Study National Park Service, Greensboro, North Carolina



Project Description

WLA Studio (formerly The Jaeger Company) assisted the National Park Service by completing a Historic Resources Study (HRS) for Guilford Courthouse National Military Park (GUCO). The battle fought at the North Carolina backcountry hamlet of Guilford Courthouse on Thursday, March 15, 1781, was the largest and most hotly-contested clashes of the Revolutionary War's climactic Southern Campaign. Guilford Courthouse proved to be the highwater mark of British military operations in the Revolutionary War. The study area includes all the historic resources within the boundary of the park which encompasses approximately 250 acres.

The HRS provides a historical overview of the park and identifies and evaluates GUCO's cultural resources within historic contexts. The study provides managers, planners, interpreters, cultural resource specialists, and interested public as a reference for the history of the region and the historic resources within GUCO. WLA Studio performed documentary research and field investigations to determine and describe the integrity, authenticity, associative values, and significance of resources located within the National Military Park boundaries. Of special interest to park managers were developing thematic contexts for: Guilford Courthouse Battleground site, Three American Battle Lines, the historic Courthouse Site, Major General Greene Monument and associated memorials, New Garden Road, New Deal Improvements, contribution of the Guilford Battleground Company to the sites preservation and interpretation.

The completed HRS assists future park planning and management by providing additional baseline historical research and interpretation of the park's cultural resources. The study also serves to enhance and broaden existing National Register documentation as well as provide historical background for any future National Register work.

Project Reference and Details

Project Duration: September 2014-2015

Client Reference: **Mr. Brian Coffey**, Historian
National Park Service Southeast Regional Office
100 Alabama Street - 1924 Building
Atlanta, GA 30303
404.507.5776
brian_coffey@nps.gov

Elkmont Historic District Historic Structures Report, National Park Service Great Smoky Mountains, Tennessee



*Galyon, Baumann, Cook, Hale & Scruggs-Brisco cabins
(in order - top to bottom)*



Project Description

WLA Studio (formerly The Jaeger Company) assisted the National Park Service (NPS) in the development of five (5) historic structure reports (HSRs) for the Elkmont Historic District consisting of the 1) Galyon, 2) Baumann, 3) Cook, 4) Hale and 5) Scruggs-Brisco cabins located in the Great Smoky Mountains National Park. The historic structure reports (HSRs) documented the construction history for these five historic structures.

These HSRs are needed to preserve these structures and fulfill the terms of a Memorandum of Agreement between the NPS, the Tennessee State Historic Preservation Officer, and the Advisory Council for Historic Preservation.

Project Reference and Details

Project Duration: June 2015-April 2016
Project Budget: \$57,525

Client Reference: **Ms. Danita Brown**, Historical Architect
National Park Service Southeast Regional Office
100 Alabama Street - 1924 Building
Atlanta, GA 30303
404.507.5801
danita_brown@nps.gov



HISTORIC RESOURCES SURVEY PROJECT LIST

Historic Resources Survey
Greenville, South Carolina
City of Greenville

Historic Resources Survey
Aiken, South Carolina
City of Aiken

**Historic Resources Survey
& Preservation Element:
Comprehensive Plan**
Flowery Branch, Georgia
City of Flowery Branch

**Historic Resources Survey
& Preservation Element:
Comprehensive Plan**
Roswell, Georgia
City of Roswell

Historic Resources Survey
Rome, Georgia
City of Rome &
Rome Historic Preservation Commission

**Historic Resources Survey
& Historic District Design Guidelines**
Newnan, Georgia
City of Newnan

**Historic Resources Survey & Historic
Context Report**
Rockdale County, Georgia
City of Conyers & Rockdale County

**Historic Resources Survey & National
Register Multiple Property Nomination**
Lincoln County, Georgia
Lincoln County Commission &
Lincoln County Historical Society

Historic Resources Survey
York County, South Carolina
York County Historical Commission

**Historic Resources Survey, National
Register Multiple Property Nomination**
Fannin County, Georgia
Fannin County Commission &
Fannin County Heritage Foundation

Historic Resources Survey
Colleton County, South Carolina
Palmetto Conservation Foundation

Historic Resources Survey
Lower Richland County, South Carolina
Historic Columbia Foundation

Historic Resources Survey
Vine City Neighborhood
Atlanta, Georgia
Atlanta Urban Design Commission

Historic Resources Reconnaissance Survey
Moultrie/Colquitt County, Georgia
Main Street Program

**African-American Contextual Study
& Historic Resources Reconnaissance Survey**
Thomasville, Georgia
City of Thomasville & Thomasville Landmarks

Fall Line Freeway Historic Structures Survey
State of Georgia
Georgia Department of Transportation

**Multiple Historic Resources Surveys
On-Call Contracts**
State of Georgia
Georgia Department of Transportation

Statewide Historic Bridge Survey
State of Georgia
Georgia Department of Transportation

Historic Documentation & Analysis
Viaducts & Bridges of Atlanta
Atlanta, Georgia
Georgia Department of Transportation

**Multiple Historic Resources Surveys
On-Call Contracts**
State of North Carolina
North Carolina Department of Transportation



E. EXPERIENCE OF FIRM IN PROVIDING GIS DATA LAYERS FOR HISTORIC RESOURCE SURVEY PROJECTS



E. Experience of the firm in providing GIS data layers related to historic resource survey projects.

WLA Studio used GIS to produce data layers for integration into existing databases for previous historic resources surveys. Most recently, WLA has been producing data for inclusion in the South Carolina Department of History and Archive's ArcSite database using templates provided by the state for both point data and polygons. We will provide this data to both the city of Greenville and the State Historic Preservation Office. WLA Studio also produces GIS data for projects included in the Cultural Landscapes Inventory Database under our contract with National Park Service Southeast Regional Office, Cultural Resources Partnership and Science Division. Our firm has the ability to produce GIS data layers compatible with the requirements of this project.

F. EXPERIENCE OF FIRM
IN WORKING WITH
MUNICIPALITIES AND
GOVERNMENT GRANT FUNDING



F. Experience of the firm in working with municipalities and government grant funding.

WLA Studio has been working with public entities for over thirty years. Many of these projects have involved federal, state, and local grant monies. We are aware of the record keeping and schedule compliance required by federal grants administered by state and local agencies. Examples of funding sources for some of these projects include Transportation Enhancement (TE) funds and State Historic Preservation Funds (HPF). Our firm is familiar with the requirements of grants overseen by the National Park Service and the need for project compliance with the Secretary of the Interior Standards for the Treatment of Historic Properties.

G. REFERENCES



References

GREENVILLE HISTORIC RESOURCES SURVEY
GREENVILLE, SOUTH CAROLINA

Ms. Monique Mattison, Neighborhood Planner
City of Greenville
206 South Main Street, 7th Floor City Hall
Greenville, SC 29601
864.467.4546
mmattison@greenvillesc.gov

GREENWOOD INTENSIVE LEVEL SURVEY
GREENWOOD, MISSISSIPPI

Mr. Eric Reisman, Survey Manager
Mississippi Department of Archives
Historic Preservation Division
PO Box 571
Jackson, MS 39205
601.576.6850
ereisman@mdah.state.ms.us

ELKMONT HISTORIC DISTRICT
HISTORIC STRUCTURES REPORT
GREAT SMOKY MOUNTAINS NATIONAL PARK
TENNESSEE

Ms. Danita Brown, Historical Architect
National Park Service Southeast Regional Office
100 Alabama Street - 1924 Building
Atlanta, GA 30303
404.507.5801
danita_brown@nps.gov

GUILFORD COURTHOUSE
HISTORIC RESOURCE STUDY
GREENSBORO, NORTH CAROLINA

Mr. Brian Coffey, Historian
National Park Service Southeast Regional Office
100 Alabama Street - 1924 Building
Atlanta, GA 30303
404.507.5776
brian_coffey@nps.gov



H. APPROACH AND SCHEDULE



Fernandina Beach Historic Resources Survey

Update Project Approach and Schedule

One of the primary goals of WLA Studio (WLA) is to provide high quality products and services that exceed clients' expectations while meeting all requirements relating to cost, schedule, and program. This section describes our proposed approach and process for accomplishing this project, the personnel associated with each task, and the estimated schedule.

Project Initiation

The project begins with our firm's Architectural Historian assembling existing background information, including existing survey information, National Register and local historic district nomination forms and maps, and other relevant information provided by the City. Existing mapping data, including GIS property information and aerial photographs, will form the basis of field maps for the intensive survey. The available information will be reviewed prior to the site visit and a strategy for the survey and local research developed.

Prior to visiting Fernandina Beach to initiate survey work, WLA will prepare a short summary article and provide to the City's Project Manager for dissemination in the local community (newspaper, radio, web sources). This will apprise local residents of the upcoming survey and advertise the upcoming public meeting.

Fieldwork and Research/Kick-Off Meeting/Public Meeting

In the first visit to Fernandina Beach, a variety of tasks will be accomplished including (1) Kick-off Meeting with the City's Project Manager/HPD; (2) Initiation of Fieldwork and Research.

At the Kick-Off Meeting, the City, WLA, and other interested stakeholders will consider the goals and objectives for the project, confirm the project scope and methodology, define the limits of the survey area, review the project schedule and products, and identify key contacts.

The Project Manager and Historic Preservation Field Assistant will spend approximately six days in the field documenting historic resources located within the defined survey area. A parcel-by-parcel survey will encompass resources, including non-contributing and potentially historic resources. Fieldwork will include photographs and the completion of a field survey form for each resource. The field survey will record the approximate date of construction, number of stories, architectural style and building type, construction materials, current use, condition, and location of each resource within a neighborhood or area. All survey work will follow State of Florida, Division of Historical Resources procedures for identifying and documenting historic resources and conform to Chapter 1A-46 of the Florida Administrative Code.

In addition to fieldwork, the Architectural Historian will conduct local research as needed to understand the defined survey area and for use in preparation of the Historic Resources Survey Report. As necessary, further research at the State of Florida, Division of Historical Resources will thoroughly document the survey area and its history. The Project Manager will keep the City informed of the status of the survey fieldwork and research, as well as the remaining portions of the project, on a regular basis.

WLA recommends conducting a public meeting to inform local residents and property owners about the project. Items covered in this meeting include a discussion of the project to inform residents, business owners, and property owners about the project goals and anticipated outcomes.

Findings from the survey may offer guidance to the Historical Resources Division and serve as a local planning tool. The public meeting may include a presentation about the potential benefits of historic preservation, the methodology anticipated in this survey effort, and some initial observations of the community's architectural and landscape architectural resources based on the Architectural Historian's initial impressions and survey findings to date.

Data Entry and GIS Mapping

Following the completion of fieldwork, work will continue in-house with survey findings organized. The Historic Preservation Staff, with guidance and direction from the Project Manager and/or Architectural Historian, will begin online data entry onto the Florida Master Site File (FMSF). This work includes formatting of photographs for the online database. Fifty completed survey forms of the resources will be submitted to the Division for review on or before **January 31, 2018**. Once reviewed, entry of the remaining data will follow the schedule established by the Division.

Historic Resources Survey Report (First Draft) – Completed by April 1, 2018

The WLA project team will prepare the draft Historic Resources Survey Report, which will include the following elements:

- Title Page
- Acknowledgments
- Table of Contents
- Executive Summary
- Project Description
- Summary of Previous Preservation Projects
- Developmental History
- Survey Methodology
- Survey Results and Architectural Analysis
- Recommendations for Future Preservation Activities
- Recommendations for Environmental Sustainability and Climate Change
- Appendix 1: Survey Map

The Historic Resources Maps and individual inventory sheets for each surveyed property will become part of this document. The City and the Historic Resources Division will review and comment on this draft document. We anticipate at least one conference call to discuss and review the comments.

Historic Resources Survey Report (Second Draft) – Completed by May 15, 2018

Based on the consolidated review comments from the City and the Historic Resources Division, the WLA project team will revise the first draft of the Historic Resources Survey Report and issue a second draft report for further review and comment. Consolidated comments from the City will guide revisions to the final report. As necessary, discussions between WLA, the City and the Division via conference calls will occur before the consultants submit the final draft.

Historic Resources Survey Report (Final Report) – Completed by June 30, 2018

The final report will use computer software as appropriate, including Adobe In-Design, Microsoft Access, Microsoft Excel, Microsoft Word, GIS, and AutoCAD. WLA will submit required deliverables as outlined in the RFQ.

Final Public Meeting

The Project Manager and Architectural Historian will be present at a final Public Meeting organized by the City at the project's closure to present the findings of the survey, the Historic Resources Survey Report, and recommendations for additional preservation actions in the community.

City of Fernandina Beach Historic Resources Survey Update

Fernandina Beach, Florida

APPROACH AND WORK PLAN		Principal Landscape Architect	Sr. Project Mgr.	Architectural Historian	HP Field Assistant
Project Initiation / Kick-Off Meeting					
Project Start-Up					
Background Materials from City, not limited to:					
Existing Survey Information					
Existing Mapping / City Base Maps / Tax Parcel Maps / Aerial Maps					
National Register / Local District Nomination Forms and Maps					
Review Data Provided					
Preview of Survey Area					
Meeting with City (Hours include Two-Way Travel Time)					
Discuss Scope, Methodology, Schedule & Products					
Share Goals and Objectives of Project with WLA					
Identification of Key Contacts					
Public Meeting #1 @ Project Initiation					
Fieldwork / Research					
Intensive Level Field Survey					
Field Survey Forms					
Date of Construction, Number of Stories, Architectural Style / Type					
Construction Material, Current Use, Condition, Neighborhood Name					
Photographs					
Map ID					
Progress Meeting with City's Project Manager					
Local Research for Survey Area / Report					
Historic Resources Division Research					
HPD ArchSite					
Phone / Email Updates with City's Project Manager					
Online Data Entry					
Photographs					
Formatting					
Upload HPD ArchSite					
Historic Resources Survey Report (1st Draft)					
Draft Report					
Executive Summary (Information Provided by City)					
Project Description (Information Provided by City)					
Summary of Previous Preservation Projects (Information Provided by City)					
Survey Methodology and Results					
Developmental History					
Architectural Analysis					
National Register Eligibility / Local Designation / Proposed Boundary Changes					
Recommendations for Additional Actions					
Recommendations for Environmental Sustainability and Climate Change					
Mapping					
QA/QC					
Submit to City & Historic Resources Division					
Historic Resources Survey Report (2nd Draft)					
Receive Comments (City's Project Manager to Consolidate City & Division Comments)					
Revise Draft Report					
QA/QC					
Submit to City & Historic Resources Division for Review					
Historic Resources Survey Report (Final Report)					
Receive Comments (City's Project Manager to Consolidate City & HPD Comments)					
Revise Draft Report					
QA/QC					
Submit Final Report to City & Historic Resources Division					
Public Meeting #2 @ Project Closure to Present Survey Findings / Recommendations					



I. RFQ EXHIBITS

EXHIBIT "A"

CONTACT SHEET

CITY OF FERNANDINA BEACH RFQ # 2017-03

Name:

WLA Studio

Federal Taxpayer ID: 47-1442953

Mailing Address: 675 Pulaski Street, Suite 1000

City, State, & Zip Code: Athens, GA 30601

Telephone: 706.543.5459

Fax: 706.543.5456

Email: keyes@wlandstudio.com

Submitted By: Keyes Williamson

Title: Owner/Principal

FIRM Accepts Credit Cards*: Yes No*

Accounting Contact:

Name: Jennifer Barnett

Title: Controller

Email Address: jennifer@wlandstudio.com

Phone: 706.543.5459

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "B"

TO GENERAL CONDITIONS TO RFQ # 2017-03

CITY OF FERNANDINA BEACH, FLORIDA 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.

Fernandina Beach Historic

1. This sworn statement is submitted with Bid, Proposal or Contract for Resources Survey Update
2. This sworn statement is submitted by (entity) WLA Studio whose business address is 675 Pulaski Street, Suite 1000, Athens, GA 30601 and (if applicable) Federal Employer Identification Number (FEIN) is 47-1442953 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Keyes Williamson and my relationship to the entity named above is 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 proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another

City of Fernandina Beach, FL
Request For Qualifications RFQ 2017-03
Historic Resources Survey Update

person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

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

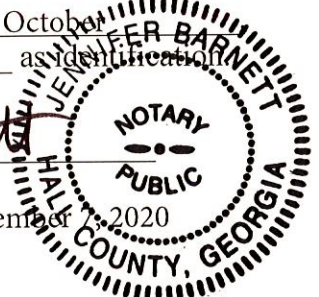
_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Keyes Wilham 10.25.2017
Signature Date:

STATE OF GEORGIA
COUNTY OF Clarke

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 25th day of October, 201 7, and is personally known to me, or has provided _____ as identification.

Jennifer Barnett
Notary Public
My Commission expires: December 7, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "C"

TO GENERAL CONDITIONS TO RFQ # 2017-03 CITY OF FERNANDINA BEACH

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: WLA Studio

CITY: Athens STATE: GA ZIP CODE: 30601

TELEPHONE NUMBER(S): 706.543.5459

SIGNATURE: Keyes Williamson

NAME (TYPED OR PRINTED): Keyes Williamson TITLE: Owner

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid/Proposal Number: 2017-03

Project Description: City of Fernandina Beach Historic Resources Survey Update

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: WLA Studio

Authorized Signature: Keyes William

Title: Owner

Date: October 25, 2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "E"

Proposer Acknowledgements and Agreements

City of Fernandina Beach

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: Keyes Williamson Title: Owner

Signature:  Date: October 25, 2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

City of Fernandina Beach, FL
Request For Qualifications RFQ 2017-03
Historic Resources Survey Update

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

Fernandina Beach Historic

This sworn statement is submitted with Bid, Proposal or Contract for Resources Survey Update

This sworn statement is submitted by (entity) WLA Studio whose business address is 675 Pulaski Street, Suite 1000, Athens, GA and (if applicable) Federal Employer Identification Number (FEIN) is 47-1442953 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Keyes Williamson and my relationship to the entity named above is 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.

Keyes Williamson
Signature

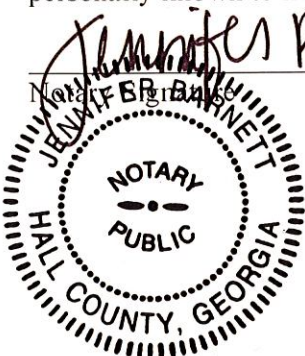
Date: 10.25.2017

STATE OF GEORGIA

COUNTY OF Clarke

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 25th day of October, 2017, and is personally known to me, or has provided _____ as identification.

My Commission expires: December 7, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL

City of Fernandina Beach, FL
Request For Qualifications RFQ 2017-03
Historic Resources Survey Update

EXHIBIT "G"

Non-Collusion Affidavit

Fernandina Beach Historic

This sworn statement is submitted with Bid, Proposal or Contract for Resources Survey Update

This sworn statement is submitted by (entity) WLA Studio whose business address is 675 Pulaski Street, Suite 1000, Athens, GA and (if applicable) Federal Employer Identification Number (FEIN) is 47-1442953 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Keyes Williamson and my relationship to the entity named above is 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.

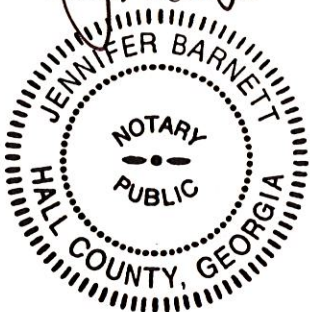
Keyes Williamson 10.25.2017
Signature Date:

STATE OF GEORGIA
COUNTY OF Clarke

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 25th day of October, 2017, and is personally known to me, or has provided _____ as identification.

Jennifer Barnett
Notary Signature

My Commission expires: December 7, 2020



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.

WLA Studio

10.25.2017

Firm

Date



Keyes Williamson, Owner

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

**ADDENDUM ONE
FOR
REQUEST FOR QUALIFICATIONS
RFQ #2017-03
HISTORIC RESOURCES SURVEY UPDATE**

Prepared By:
**City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034**

ADDENDUM DATE: OCTOBER 20, 2017

INTRODUCTION

The City of Fernandina Beach is accepting competitive sealed proposals for the **HISTORIC RESOURCES SURVEY UPDATE**.

The City of Fernandina Beach requests sealed proposals by **11:00 am, October 26, 2017** to perform these services in accordance with the Request for Qualifications published October 6, 2017, as Request for Qualifications 2017-03.

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

THIS ADDENDUM

The following changes are applicable to the original RFQ documents and specifications of RFQ #2017-03. This Addendum now becomes part of the original Request for Qualifications and shall be acknowledged by including 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 submittal.

NAME: Keyes Williamson, WLA Studio **TITLE** Owner

ADDRESS: 675 Pulaski Street, Suite 1000

CITY: Athens **STATE:** GA

AUTHORIZED SIGNATURE: Keyes Williamson **DATE:** 10.25.2017



HISTORIC RESOURCES SURVEY UPDATE

WLA Studio

675 Pulaski Street, Suite 1000
Athens, Georgia 30601

Phone (706)543-5459
Email. info@wlandstudio.com
www.wlandstudio.com

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-184
Agreement Approval - 8 Flags Aviation, LLC
Change Order Approval - F&G Construction

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-184

SYNOPSIS: In October, 2015, the City Commission approved execution of a Fixed Base Operator Use and Lease Agreement authorizing Eight Flags Aviation, LLC to operate as a fixed base operator as of April 1, 2018, in the City's new terminal building. The City Commission also approved a contract to construct a new Airport Terminal, which will be occupied by Airport staff and rented by Eight Flags Aviation, LLC, a fixed base operator. Eight Flags Aviation has offered financial contributions, in the form of prepaid rent to be repaid in rent credits over time (50% of rent offset in rent credits and 50% rent paid to City by Eight Flags), toward the design and construction of the new terminal and other Airport improvements, including upgrades to the fuel farm and ramp apron improvements.

In addition to the construction and financial agreement, approval of this Resolution will authorize execution of Change Order 1 to construct and install a nose and tail for the General Aviation Terminal Building. This Resolution also authorizes the City Manager to negotiate and execute a ramp management agreement with Eight Flags Aviation to manage and collect fees (30% of these fees to be paid to City) for the publicly-funded ramp apron currently controlled by the City.

FISCAL IMPACT: The Airport will receive \$337,500 from Eight Flags Aviation, LLC for facility design/planning and for the addition of a nose and tail to the airport terminal building in exchange for rent credits to repay the \$337,500 contribution. The rent credits proposed in the agreement provide for a 50% rent credit application of lease, rental, and other fees associated with the fixed base operator. Fuel Flowage and Ramp fees generated from the City ramp are excluded from the rent credit.

Funds for the F&G change order were included in the Airport Improvements account #420 56300 and the five year Capital Improvement Plan.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-184.

Nathan Coyle, Airport Manager	11/01/2017
Tammi E. Bach, City Attorney	11/01/2017
Dale Martin, City Manager	11/02/2017
Patti Clifford, Comptroller	11/02/2017

Date: September 28, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2017-184

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE CONSTRUCTION AND FINANCIAL AGREEMENT WITH EIGHT FLAGS AVIATION, LLC FOR FINANCIAL CONTRIBUTION TOWARD DESIGN AND CONSTRUCTION OF THE AIRPORT TERMINAL; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PUBLIC RAMP APRON MANAGEMENT AGREEMENT; APPROVING CHANGE ORDER 1 WITH F&G CONSTRUCTION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a Fixed Base Operator Airport Use and Lease Agreement in October 2015, with Eight Flags Aviation, LLC ("FBO Lease") authorizing Eight Flags Aviation, LLC to operate as a fixed base operator at the Fernandina Beach Municipal Airport, via Resolution 2015-139; and

WHEREAS, the City has entered into a contract for construction of a new Airport Terminal, and Eight Flags Aviation has offered financial contributions toward the design and construction of the Terminal in the FBO Lease and in its proposal in response to RFP 2015-101.2 in exchange for rent credits over time; and

WHEREAS, the City Commission desires to accept Eight Flags Aviation's offer to contribute financially to design and construction of the new Terminal and other Airport improvements, including potential future fuel farm upgrades and ramp apron improvements, in exchange for rent credits over time and memorialize the terms in a Construction and Financial Agreement; and

WHEREAS, the City Commission desires to accept Eight Flag Aviation's offer to contribute financially to the construction of the Airport Terminal by specifically paying for the nose and tail additions to the Terminal in exchange for rent credits over time; and

WHEREAS, the City Commission desires to authorize the City Manager to negotiate and execute a formal public use ramp management and fee agreement with Eight Flags Aviation, LLC for the publicly-funded ramp apron controlled by 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 approves the Construction and Financial Agreement between Eight Flags Aviation, LLC and the City of Fernandina Beach, attached hereto as Exhibit "1".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Construction and Financial Agreement, upon review and approval of the City Attorney. Through approval of the attached Agreement, the City Manager is also authorized to execute Change Order 1 with F&G Construction in the amount of \$286,500 for the addition of a nose and tail section to the Airport Terminal and which will not exceed the original contract award amount approved by the City Commission.

SECTION 3. The City Manager is hereby authorized to negotiate and execute a public ramp apron management and fee agreement with Eight Flags Aviation, LLC for the publicly-funded ramp apron controlled by the City at the Airport.

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

ADOPTED this 8th day of November, 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

CONSTRUCTION AND FINANCIAL AGREEMENT

THIS CONSTRUCTION AND FINANCIAL AGREEMENT (this "**Agreement**") is made and entered into as of November ____, 2017, by and between 8 Flags Aviation, LLC, a Florida limited liability company ("**Operator**") and the City of Fernandina Beach, Nassau County, Florida ("**City**"), each of the foregoing individually a "**Party**" and collectively the "**Parties**."

RECITALS

A. Operator and the City have entered into a Fixed Base Operator Lease Agreement dated as of October 20, 2015 (the "**FBO Lease**") setting forth the terms and conditions pursuant to which Operator will develop, manage, and operate a fixed based operation for aircraft, crew, and passengers utilizing the Fernandina Beach Municipal Airport (the "**Airport**") and for other related aeronautical activities. The FBO Lease was ratified by the City Commission of Fernandina Beach on October 20, 2015 pursuant to Resolution 2015-139. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them in the FBO Lease.

B. The FBO Lease contemplates the Parties entering into this "Construction and Financing Agreement" setting forth additional details regarding, among other things, the allocation of responsibility for construction and financing of the Terminal facility, the Fuel Farm, related edifices, improvements to the North ramp and apron located with the leased premises, an aircraft storage hangar, and in each case, the specified and other on-site Improvements (collectively, the "**Airport Facilities**").

C. This Agreement also provides that the Operator and the City intend to expand the scope of this Agreement and the FBO Lease to include a Fuel Storage Facility (the "**Fuel Farm**"), improvements to the North ramp and apron located with the leased premises (the "**North Ramp Improvements**") and an aircraft bulk storage hangar (the "**Hangar**") promptly after the City and other applicable agencies shall have approved such projects and allocated funds therefor. After the City has approval for such additional projects and the parties have agreed upon the budget and development plans, the definition of "Airport Facilities" used in this Agreement shall be expanded to include the Fuel Farm, North Ramp Improvements and the Hangar, as appropriate.

D. In a manner consistent with the FBO Lease and the RFP response submitted by Operator, Operator has offered to finance up to \$1,157,500 of the costs of construction and development of the Airport Facilities (the "Operator Contribution Amount"), which amount shall be repaid to Operator in the form of credits against rent due or to become due under the FBO Lease. The Operator Contribution Amount is expected to be funded over three phases of development: (1) up to \$337,500 toward construction of the new terminal facility and related improvements ("**Phase I Funding**"); (2) up to \$720,000 toward construction of the Hangar and related improvements ("**Phase II Funding**"); and (3) up to \$100,000 toward construction of the Fuel Farm, North Ramp Improvements and related improvements ("**Phase III Funding**").

E. The above Recitals are incorporated into the Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, Operator and the City hereby agree as follows:

1. **Allocation of Cost of Constructing the Facilities.** The “**Facilities Project Cost**” for the Airport Facilities is the sum of all final construction costs, soft costs, financing costs (except to the extent modified below) and closing costs associated with the development and construction of the applicable Airport Facilities including all necessary on-site and off-site improvements.
2. **Responsibility for Airport Facilities Project Cost.** Operator shall be responsible (the “Operator Responsibility”) for Phase I Funding (as provided in this Agreement) in the amount of \$337,500 to be used to pay a portion of the Facilities Project Cost related to the initial phase of construction, and the City shall be responsible for funding the balance of such Facilities Project Cost. The Phase I Funding shall be paid as follows: (a) within ten (10) days after the full execution of this Agreement, Operator shall pay directly to the City \$41,181 for reimbursement of design fees as required in City Resolution #2016-95; and \$9,500 for reimbursement of design fees as required in City Resolution #2015-151; and (b) within thirty (30) days after the full execution of this Agreement, \$286,819 shall be deposited into a third-party escrow account with Escrow Agent, as defined herein, with such amount to be applied only toward the construction of the nose, tail and wing improvements of the Terminal Facility, which costs are set forth in Exhibit D, via monthly disbursements as invoices become due and payable. In the event the City and Operator decide to proceed with the additional improvements for the Fuel Farm, North Ramp Improvements and Hanger, as noted herein, the definition of Facilities Project Costs shall include the cost of such additional improvements, and the Operator Responsibility shall include the Phase II Funding and the Phase III Funding.
3. **Lease Rates.** The ground lease rate for the Airport Facilities (excluding the Hangar) is set forth in the FBO Lease. The lease rate for the Airport Facility known as the “Terminal building” will be a gross lease rental rate of \$10 per square foot (the current published rate), subject to CPI escalation in the manner provided in Section 3.4 of the FBO Lease. The City and Operator agree to enter into an amendment to the FBO Lease to add necessary provisions regarding the Terminal building and to adjust the footprint of the ground leased premises so that no ground rent is charged for that portion of the ground leasehold on which Operator is paying a rent in connection with occupancy of a building. Consistent with federal law requiring that the City impose nondiscriminatory and substantially comparable rates, fees, rentals, and charges on users that assume similar obligations, use similar facilities, and make similar use of the Airport, the City confirms that so long as the FBO Lease (as it may be amended from time to time) or any other agreement between the City and Operator shall remain in effect, Operator shall have the same or lowest lease rate for the Airport Facilities or any other facilities leased by Operator as other Airport users (including, to the extent permitted herein, the City or any agency thereof) making the same or similar use of the Airport. The FBO Lease premises includes vertical improvements (i.e. office space, storage space and hangar) occupied by McGill Aviation through March 31, 2018 (“**Existing FBO Facilities**”). If Operator occupies the Existing FBO Facilities for any period of time, the FBO Lease shall be amended to reflect an initial gross annual rental of \$7,200 (\$600 monthly) for the hangar space and an initial gross annual rental of \$1,050 (\$87.50 monthly) for the storage space, plus utilities costs such as electric, water, sewer, internet and garbage. These lease rates for Operator to lease Existing FBO Facilities shall be in effect until September 30, 2019. Prior to such date, the City intends to conduct a new market study to establish market lease rates for each type of space at the Airport (the “Standard Market Rate”). Such Standard Market Rate shall apply to Operator and other tenants at the Airport in accordance with non-discriminatory practices required by the FAA.

Beginning on October 1, 2019, and on each October 1 thereafter for the next four (4) years, the rental rate payable by Operator for the Existing FBO Facilities shall increase by an amount equal to 20% of the difference between the initial rental rate specified above for each type of space and the Standard Market Rate for such type of space. During the five (5) year period beginning on October 1, 2019, Operator shall have the right to terminate its lease of all or part of the Existing FBO Facilities by providing not less than 90 days written notice of such election to terminate. As of the effective date of this Agreement, the Existing FBO Facilities were severely damaged by Hurricane Irma in September 2017, and insurance claims are pending. The City may decide to demolish all or a portion of the Existing FBO Facilities prior to the Lease Commencement Date of the FBO Lease, in the City's sole discretion. Neither this Agreement nor the FBO Lease give Operator a right to occupy the Existing FBO Facilities without the express consent of the City.

4. **Non-Competition.** Subject to applicable law and so long as the FBO Lease (as it may be amended from time to time) shall remain in effect, the City or any agency thereof shall not, directly or indirectly, engage in any business activity at or on any land contiguous to the Airport that competes with Operator's Primary Business (as defined herein); provided that the foregoing restriction shall survive only for a period of ten (10) years from the Lease Commencement Date. After the non-competition clause in the immediately preceding sentence shall have expired, the City, or whatever entity may be competing with Operator, shall in all cases be required to comply fully with the Airport's "Minimum Standards," which shall be (or for purposes of this Agreement deemed to be) at least as stringent as those in effect as of the time of the FBO Lease. The non-competition covenant in this paragraph 4 shall not preclude the City from leasing facilities to a non-governmental Airport user or tenant competing with Operator. In the event the City violates the non-competition restriction set forth in this Section 4 and fails to cease the violation within 30 days after written notice of such violation from Operator, in addition to other rights and remedies Operator may have as a result of City's breach, all Rent due and payable under the FBO Lease shall abate until the earlier of: (a) the date that is thirty (30) days after such violation ceases; or (b) the date such non-competition restriction expires. For purposes of this Agreement, the term "**Operator's Primary Business**" shall mean any aeronautical uses, and such other business of Operator associated with the responsibilities of the FBO under the Airport's Minimum Standards. This non-compete provision shall not hinder the City's right to rent any hangar space on the Airport in hangars controlled by the City, and in addition, the City shall be entitled to charge fees for tie-downs on aircraft ramps and parking aprons not included in Operator's leasehold premises; provided, however, that City shall not be entitled to charge fees for parking or tie-downs on the City Ramp (as defined in Exhibit B and as depicted in Exhibit C) lying adjacent to Operator's leasehold premises. As contemplated in Section 1.5 of the FBO Lease, the City and the Operator agree to use good faith efforts to negotiate a non-exclusive ramp management agreement for the City Ramp (and potentially other aircraft parking aprons, at the option of the City), which agreement shall generally include the terms shown in Exhibit B, wherein Operator will initially agree to pay to City 30% of collected fees for parking on the City Ramp. Notwithstanding the foregoing, Operator and City Manager shall meet not less than annually to review and approve rates for services provided by Operator on the City Ramp and any adjustment to the revenue sharing for parking fees on the City Ramp. Any changes to rates, fees and revenue sharing must be approved by both the City Manager and Operator. City Manager shall have discretion to review and approve such changes on behalf of the City without further action of the City Commission.

5. **Rent Credit under FBO Lease; CPI Escalations.** The amounts contributed by Operator hereunder toward the Facilities Project Cost shall be repaid to Operator, without interest, by way of credit (the “**Rent Credit**”) against Operator’s rent obligation under the FBO Lease. After the Lease Commencement Date, Operator shall be entitled to use the Rent Credit to offset 50% of Operator’s total monthly Rent obligation under the FBO Lease until such time as all of the Rent Credit accrued under this Agreement (i.e. for all Airport Facilities) has been applied to the payment of Rent that would otherwise be due under the FBO Lease. The Rent Credit shall not be used to offset amounts due under the FBO Lease for special event parking or the monthly fuel flowage fees as set forth in Sections 3.3 and 3.4 of the FBO Lease. The total amount of the initial Rent Credit shall be the Operator Responsibility Amount as set forth in Section 2 herein. The Rent Credit shall be increased in the future by any amounts contributed by Operator in connection with the development of the Hangar, Fuel Farm and North Ramp Improvements. City agrees that CPI escalations to the rental obligation under the FBO Lease shall not begin until October 1, 2019.
6. **Termination Option.** If any of the following conditions or events shall occur, then so long as such condition(s) or event(s) continue, Operator shall have the option to terminate the FBO Lease and this Agreement and upon such termination the City shall be obligated to pay the Liquidated Damages (defined below) to Operator: (a) the City rescinds its approval of the FBO Lease, this Agreement or any of the transactions contemplated thereby or hereby for reasons other than material default of Operator; or (b) a court of competent jurisdiction shall have enjoined consummation of, or otherwise terminated, the transactions contemplated by this Agreement or the FBO Lease or development or construction of the Airport Facilities by finding fault in, or illegality of, the City’s action or inaction. For purposes of this Agreement, “**Liquidated Damages**” shall equal the total Operator Contribution Amount actually contributed by Operator together with interest accrued at a rate of Prime plus 2% per annum, plus \$250,000.00, and less any portion of the Rent Credit applied against rent at the time of the determination.
7. **Fuel Farm, North Ramp Improvements and Hangar Option.** In the event the City seeks to proceed with the construction of the Fuel Farm, North Ramp Improvements and/or the Hangar, then in such case, the City shall provide written notice to Operator of City’s desire to proceed with such construction. In such event, the parties shall work together in good faith on the development plans and budget for such improvements and will enter into any amendments to the FBO Lease or this Agreement as may be reasonably required in connection with such development. The City agrees to work exclusively with Operator on such development. Upon reaching agreement as to the development plans and budget, the parties shall promptly formalize their financial commitments for the improvements by amending the FBO Lease and/or this Agreement. If, after a reasonable time and use of good faith efforts, the City and Operator are unable to agree on the development plans, budget or other material component of such improvements, the Operator shall have no obligation to participate in the improvements.
8. **Improvements.** City shall arrange for the construction of the Airport Facilities. As provided for in Section 1.2 of the FBO Lease, City will have primary responsibility for the final decisions made regarding design, materials, timeline, contractors, construction and any other decisions required to finalize the improvements to its allocable portion of the Airport Facilities, and Operator shall have primary responsibility with respect to its portion of the Airport Facilities. The City will also construct certain on-site improvements (“**On-site Improvements**”) previously agreed to by the Parties. The Operator may, with the consent of the City not to be unreasonably withheld, construct other improvements it deems

necessary that are related to the Airport Facilities and include those within the Project Costs.

9. **Design.** The City has engaged the services of a licensed architect, Passero Associates, who has prepared the design drawings and plans and specifications for the Airport Facilities, which plans are located in the City Clerk's Office for public inspection, in accordance with Florida law. The City and Operator hereby approve the Plans and Specifications. The Parties agree that actual design costs will be included within the Project Costs (defined below).
10. **Construction.** The City has engaged the services of F&G Construction General Contractors, Inc. (the "**General Contractor**"), a licensed contractor, to construct the Airport Facilities according to the approved Plans and Specifications and obtain all necessary permits and approvals from the City, Nassau County, the FAA, the Florida Department of Transportation, and other applicable governmental entities.
11. **Project Costs.** The City shall approve and pay for (subject to Operator Responsibility) all hard and soft costs associated with the design, approval, and construction of the Airport Facilities ("**Project Costs**"), with input from the Operator, including:
 - i. Design and architectural fees;
 - ii. Construction of the Airport Facilities;
 - iii. Connection to public utilities and associated fees;
 - iv. Paving, landscaping, exterior lighting, signage, and other exterior improvements;
 - v. Architectural and engineering fees;
 - vi. Application fees and permits;
 - vii. Construction and permanent financing costs;
 - viii. Third party reports, including appraisal and environmental reports;
 - ix. Construction liability insurance; and
 - x. Overhead and supervision costs.
12. **Change Orders.** Change orders of less than \$5,000 may be requested by Operator by written notice to City and approval by City Manager or its designee. Any change order above \$5,000 and up to \$25,000 must have written approval by both parties hereto and be deemed reasonable by the architect. Any change order above \$25,000 or that requires a change in permit shall require an amendment to this Agreement. If the parties are unable to agree upon the terms of an amendment to this agreement within a reasonable time, then no change shall be affected. All change orders and approvals are subject to availability of budgeted funds if City has responsibility for payment or partial payment.
13. **Budget.** Based on the Plans and Specifications, the City has prepared the budget attached hereto as **Exhibit A** (the "**Budget**") for all Project Costs associated with the Airport Facilities. The Budget is a "good faith" budget based on projections and estimates prepared by Passero Associates, LLC (the "**Designated Architect**") and the Contractor and shall be subject to change.
14. **Supervision of Construction.** Subject to the specific obligations set forth in this Agreement, the Designated Architect agrees to coordinate the construction of the Facilities in accordance with the Budget and Plans and Specifications.

15. **Temporary Space.** If the initial improvements of the Airport Facilities are not completed and ready for occupancy by March 1, 2018, the City shall provide Operator temporary space within which to operate, at no material cost to Operator. Such temporary space shall be a William Scottsman (or similar) portable facility with at least 2,000 square feet of office space (equipped with connections to telephone, internet, electricity and water) and placed in a location reasonably acceptable to Operator on or adjacent to the City Ramp as depicted in Exhibit C.. The cost to Operator for renting such temporary space shall be \$1 per square foot per month, inclusive of all applicable taxes, including but not necessarily limited to, sales and ad valorem property taxes ("Temporary Space Rent"). Operator shall receive a dollar for dollar credit against its rental obligations under the FBO Lease for all Temporary Space Rent paid by Operator (the "Temporary Space Rent Credit"), which Temporary Space Rent Credit may be applied immediately upon commencement of rent under the FBO Lease until such Temporary Space Rent Credit has been fully exhausted. Operator's rights to control and operate the City Ramp will be more particularly set forth in a separate written non-exclusive ramp management agreement, as discussed in Section 4 herein. Operator shall be responsible for all monthly utility costs for this temporary space after City provides the initial connections, including but not limited to, telephone, internet, electricity, water and garbage collection. The City Commission temporarily waives the requirements under the Minimum Standards in accordance with Section 1.05 of the Minimum Standards for up to 12 months after the Effective Date of this Agreement.
16. **Title.** Title to all Airport Facilities and Improvements for the Airport Facilities shall at all times be vested in the City under the FBO Lease and this Agreement. Improvements constructed by Operator at Operator's sole cost and expense shall have title vested as set forth in the FBO Lease.
17. **Term.** This Agreement shall continue in force and effect until the later of: (a) the Airport Facilities have been constructed and accepted as completed by the Parties, the certificates of occupancy have been issued for each of the Airport Facilities (including the Hangar, the North Ramp Improvements and Fuel Farm, to the extent applicable), and all Rent Credit has been applied as contemplated herein, or (b) the expiration of the FBO Lease.
18. **Default.** Upon material default or breach of this Agreement or the FBO Lease by the City, Operator may elect (a) to initiate a lawsuit for specific performance, or (b) to terminate this Agreement and the FBO Lease and bring an action to recover all damages available at law or in equity, including but not limited to all Operator Contribution Amounts actually contributed by Operator and other documented funds contributed by Operator for the development of the Airport Facilities and not previously reimbursed by City. City's obligation to pay damages pursuant to this section shall survive for 15 years after the FBO Lease Commencement Date.
19. **Material and Adverse Impact Resulting From Government Action.** In the event that there shall be a change in applicable law or the interpretation thereof, including, without limitation, statutes, regulations or general instructions (or the application thereof), or the adoption of new legislation or regulations applicable to operation of the Airport Facilities, any of which materially and adversely affects the business operations of Operator, then City and Operator agree to work together in good faith to make such amendments to the FBO Lease as may be reasonably necessary to permit Operator to continue its business operations. If City and Operator are unable to reach agreement on such amendment, Operator may elect to continue its business operations under the FBO Lease without such amendment, or may terminate this Lease upon ten (10) days' advance written notice to

City.

20. **Disbursements and Rights of Escrow Agent.** The parties hereby acknowledge and agree that Jacobs Scholz & Associates, LLC ("Escrow Agent") shall promptly place any and all escrow monies (referred to as "Escrow Deposits") in Escrow Agent's IOTA account ("Depository"), and Operator waives its rights to earned interest on said escrow monies. The parties further acknowledge and agree that Escrow Agent shall have the right to disburse the Escrow Deposits according to written draw requests from the City with written approval (not unreasonably withheld) from Operator. In the event that construction of the Airport Terminal Project does not occur as contemplated herein, the parties acknowledge and agree that Escrow Agent shall have the right to disburse the Escrow Deposits to Operator upon ten (10) days' written notice by Operator to the City; provided, however, that Escrow Agent shall not have received any written objections to such disbursements within ten (10) days after receipt by all parties of said notice. Copy of any such notice, along with evidence of its receipt by all of the parties shall be provided to Escrow Agent. In the event that Operator's escrow monies are not needed to finish the project, the Escrow Agent shall disburse the remainder of the Escrow Deposits within seven (7) days of receipt of a written request signed by all parties that disbursement of Operator's Escrow Deposits shall be made.

The parties hereby acknowledge that the Escrow Agent shall have no liability to any party on account of its failure to disburse the Escrow Deposits in the event of an unresolved dispute as to which party is entitled to receive the same. In the event of any dispute as to who is entitled to receive the Escrow Deposits, Escrow Agent shall have the right, at its sole election, either to retain the funds and disburse them in accordance with the final order of a court of competent jurisdiction or to deposit the Escrow Deposits with said court, pending a final decision of such controversy. The parties each agree to, jointly and severally, indemnify and hold Escrow Agent harmless from and against any loss, cost or liability arising out of its good faith actions as escrow agent hereunder. The parties hereto further agree that Escrow Agent shall not be liable for failure of the Depository and shall only be liable otherwise in the event of Escrow Agent's gross negligence or willful misconduct.

21. **General Terms and Conditions.**

a. **Severability.** Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

b. **Construction of Agreement.** This Agreement has been reviewed and revised by legal counsel for each of the City and Operator, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

c. **No Waiver.** Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

d. **Amendment of Agreement.** This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

e. **Entire Agreement.** This Agreement shall supersede all prior agreements with

respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged herein.

f. **Notices.** Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when done in the manner provided for in Article 11 of the FBO Lease which terms are deemed fully incorporated herein.

g. **Applicable Law.** This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the Parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Florida.

h. **Execution of Agreement.** This Agreement may be executed in multiple parts as originals or by electronic copies of executed originals; provided, however, if executed and evidence of execution is made by electronic copy, then an original shall be provided to the other Party within seven (7) days of receipt of said electronic copy.

i. **Relationship of Parties - Third Party Beneficiaries.** No partnership is intended to be created by this Agreement. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

j. **Headings for Convenience.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

k. **Successors and Assigns.** The Operator may assign its rights and obligations under this Agreement in a manner consistent with the FBO Lease. The City shall not assign this Agreement without the prior written approval of Operator. This Agreement shall be binding on the Parties hereto, their heirs, executors, personal representatives, successors and assigns and supersedes any prior agreement between the Parties.

l. **Further Assurances.** Each of the Parties shall, upon request of the other party, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising hereunder or arising under the closing documents executed in accordance with this Agreement.

m. **Authority.** The individuals executing this agreement have the authority to do so on behalf of the respective parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

8 Flags Aviation, LLC

By: _____
Brian Echard, its Managing Member

City of Fernandina Beach, Florida

By: _____
Name: Dale Martin, the City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best, City Clerk

Tammi E. Bach, City Attorney

EXHIBIT A (Budget)

EXHIBIT B
(Public Ramp Management)

Management of Public Use City Ramp. This section concerns approximately _____ square feet of federally funded public use ramp apron provided by the CITY to the OPERATOR to exclusively manage all private and commercial operations on the City public use ramp apron located adjacent to the Operator's leased premises (the "City Ramp"). OPERATOR management of the City Ramp is conditioned upon OPERATOR's compliance with CITY's grant assurance obligations to the federal government relating to the City Ramp made known to the OPERATOR by CITY; and OPERATOR shall protect public availability of the City Ramp by making aircraft parking space and tie-down space available on a fair, reasonable, and not unjustly discriminatory basis. Non-discriminatory waiting lists will be maintained for available tie-down spaces and a designated area will be provided for itinerant aircraft parking. The City Ramp is not considered exclusive leasehold of the OPERATOR. Additionally:

- a. OPERATOR management of the City Ramp shall include directing aircraft to and from appropriate parking spaces; providing ground handling of aircraft by appropriate equipment to and from appropriate parking spaces; providing wheel chocks and tie-down lines as appropriate; directing ground transportation providers to and from parked aircraft; refusing entry to or ejecting aircraft and individuals from the City Ramp who violate the Airport's Rules and Regulations, Minimum Standards, or who refuse to pay for commercial services rendered; and providing all other OPERATOR obligations required by other provisions of the Agreement that are reasonably related to the City Ramp.
- b. OPERATOR shall have the exclusive right to charge and collect tie-down and ramp fees to aircraft using the City Ramp. OPERATOR shall remit 30% (or such other approved amount) of tie-down and ramp fees collected for the City Ramp to CITY on the first of each month as rent and Rent Credits shall not apply to this payment due from OPERATOR to CITY. CITY may from time to time review and approve OPERATOR's tie-down and ramp fees as fair, reasonable, and not unjustly discriminatory.
- c. OPERATOR shall have the nonexclusive right along with other appropriately insured commercial operators approved by CITY to provide ground transportation services on the City Ramp. OPERATOR shall reasonably accommodate the commercial operations of CITY's other appropriately insured and approved ground transportation providers on the City Ramp.
- d. OPERATOR in consideration of its insurance and management obligations shall have the exclusive right to conduct the following commercial operations on the City Ramp:: aircraft ground handling, aircraft fueling, and food service by caterers. Nothing in the Agreement shall be deemed to prohibit a CITY approved commercial operator from coming on the City Ramp to assist the user of a disabled aircraft in placing the aircraft in a condition so that it can be taxied or towed by the approved commercial operator from the City Ramp.

EXHIBIT C (City Ramp)

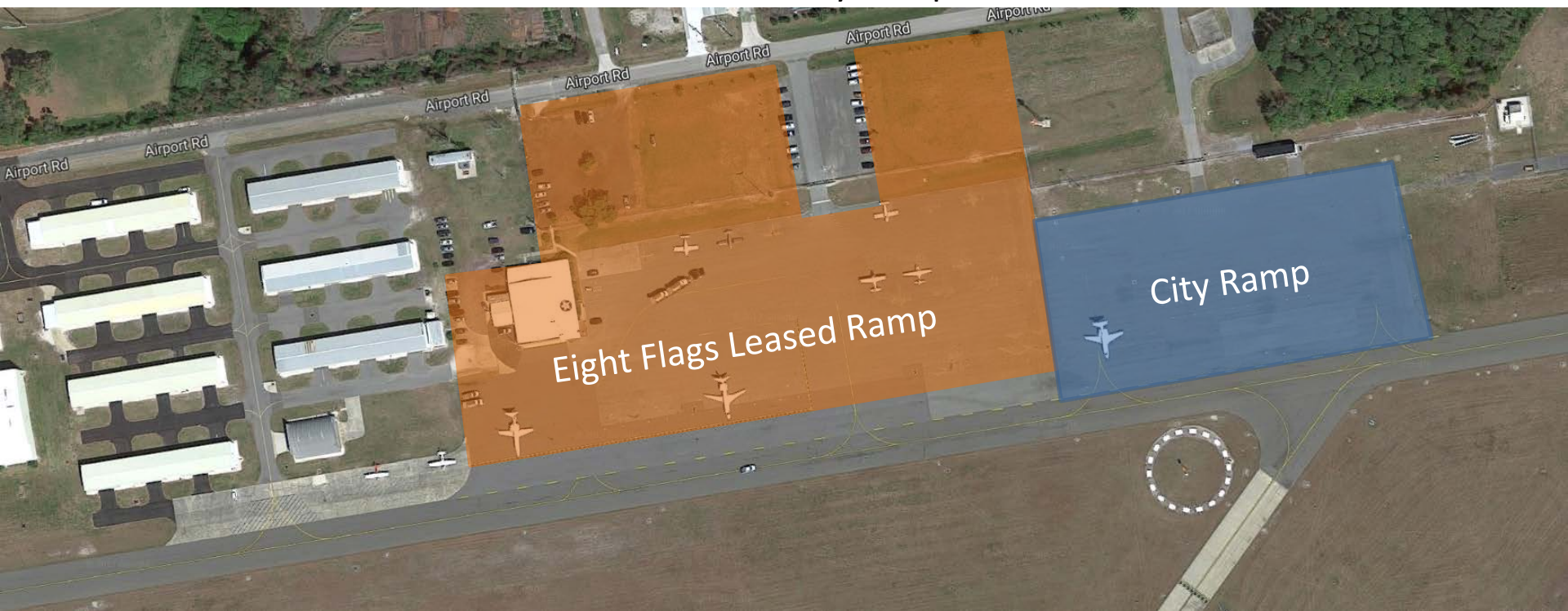
EXHIBIT D (Nose and Tail Section Proposal)

Resolution 2017-184
Exhibit "A" - Project Budget

Contract Award	\$4,395,000.00
Current Project Costs without Nose/Tail	\$4,107,470.00
Current Project w/Nose and Tail	\$4,393,970.00
Grant Funding	\$2,820,742.50
City Projected Funds Required	\$1,286,727.50

Source	Grant No.	Total Funds
FDOT	4274819416	\$550,000.00
FDOT	427248-1	\$800,000.00
FDOT	427248-1	\$275,000.00
FDOT	439969-1	\$19,797.50
DEO Phase 1	D0110	\$352,590.00
DEO Phase 2	Not Yet Received	\$467,000.00
FAA	3-12-0022-026-2017	\$356,355.00
COFB	Airport Funds	\$751,028.00
COFB	Airport Financing	\$1,000,000.00
Total Projection of Available Funds		\$4,571,770.50
Eight Flags Aviation	Financial Contribution	\$337,500.00

Resolution 2017 - 184
Exhibit C – City Ramp





F&G CONSTRUCTION
GENERAL CONTRACTORS, INC.

Resolution 2017-184 Exhibit "D" - Nose and Tail Construction Proposal

Date: Revised: August 15, 2017

2734 Edison Avenue
Jacksonville, Florida 32254
Office: (904) 388-5707 Fax: (904) 388-5774

Prepared By: Dillon

Nose & Tail Structure - Construction Estimate

Project: City of Fernandina Beach Airport Terminal

DIV.	SCOPE OF WORK	QTY	UM	UNIT PRICE	TOTAL	RESP / SUB
1	Dumpster				included	F&G
1	Surveying & Layout - footings and columns				included	F&G
1	Materials Testing - concrete cylinder tests				included	F&G

Nose

3	Footing Type RF25.0 (25' x 8' x 2'-0")	400	SF	\$30.00	\$ 12,000	Pittman Concrete
3	4" Concrete Sidewalk				excluded	
5	Furnish anchor bolts for columns				included	Digital Design
7	Nose Section - Furnish & Install			Included in \$ value below		Digital Design
7	Expansion Joint at Fuselage to Tail Structure				included	Digital Design
9	Painting of Nose Section				included	Digital Design
10	DEDUCT Entrance Canopy @ Door #101	-1	EA	\$2,500.00	\$ (2,500)	DEDUCT F&G
16	Conduit & Boxes for Light Fixtures at Nose				included	Digital Design
16	Light Fixtures at Nose	1	LS	\$900.00	\$ 900	Parker Electric

Tail

3	Footing Type F10.0 (10' x 10' x 2'-6")	2	EA	\$5,000.00	\$ 10,000	Pittman Concrete
3	Footing Type F7.0B (7' x 7' x 2'-6")	2	EA	\$2,500.00	\$ 5,000	Pittman Concrete
3	Footing Type CF8.0 (90' x 8'-0" x 1'-0")	720	SF	\$12.00	\$ 8,640	Pittman Concrete
3	4" Concrete Sidewalk				excluded	
5	Furnish anchor bolts for columns				included	Digital Design
7	Tail Section - Furnish & Install	1	LS	\$226,500.00	\$ 226,500	Digital Design
7	Expansion Joint at Fuselage to Tail Structure				included	Digital Design
9	Painting of Tail Section				included	Digital Design
10	Navy Decals @ Tail	2	EA		included	Digital Design
10	DEDUCT Entrance Canopy @ Door #100	-1	EA	\$2,500.00	\$ (2,500)	DEDUCT F&G
16	Conduit & Boxes for Light Fixtures at Tail				included	Digital Design
16	Electrical & Lighting for Tail (incl \$5K VE)	1	LS	\$12,000.00	\$ 12,000	Parker

SUBTOTAL HARD COSTS

\$ 270,040

Contractor's OH&P	270,040	%	4.56%	\$ 12,306	F&G
Structural Design & Construction Coordination				Included	Passero
Builder's Risk	286,500	%	0.450%	\$ 1,289	F&G
P&P Bonds	286,500	%	1.0%	\$ 2,865	F&G

TOTAL COST

\$ 286,500

Change Order No. 1
City of Fernandina Beach ITB No. 17-06
Funding by City of Fernandina Beach via 8 Flags Aviation
October 27, 2017

CONTRACTOR:

F&G Construction General Contractors, Inc.
2734 Edison Avenue
Jacksonville, Florida 32254

CONTRACT FOR:

City of Fernandina Beach
General Aviation Terminal Building

CONTRACT DATE: July 24, 2017
NOTICE TO PROCEED: July 31, 2017

CONTRACT DURATION: 306 Days
COMPLETION DATE: June 1, 2017

You are hereby authorized and directed to make the following change(s) in this Contract:

Change Order No. 1 covers changes

1 Addition of Nose and Tail components

	<u>\$286,500.00</u>
Total:	\$286,500.00

Note: No additional funds are requested.

Original Construction Contract Sum	\$4,395,000.00
Value Engineering	-\$295,117.60
Field Modification No. 1	\$7,590.00
Change Order No. 1	\$286,500.00
New Contract Sum Including This Change Order	<u>\$4,393,972.40</u>

Change in Contract Time For Change	0 Days
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Signature of the Contractor indicates agreement with the terms of this Change Order, including any adjustments in the Contract Sum and/or Contract Adjusted cost and time include all direct, indirect and impact costs and time delays, disruptions, inefficiency, acceleration and all other claims. Sub- to be paid in full upon satisfactory and accepted completion of work.

RECOMMENDED BY: Passero Associates, LLC	
_____ Project Manager	
By: Michael Cornell	Date

AGREED TO: F&G Construction General Contractors, Inc.	
_____ President	
By: Amy Austin	Date

OWNER AUTHORIZATION BY: City of Fernandina Beach	
_____ City Manager	
By: Dale L. Martin	Date



2734 Edison Avenue
Jacksonville, Florida 32254
Office: (904) 388-5707 Fax: (904) 388-5774

Prepared By: **Dillon**

Nose & Tail Structure - Construction Estimate

Project: City of Fernandina Beach Airport Terminal

DIV.	SCOPE OF WORK	QTY	UM	UNIT PRICE	TOTAL	RESP / SUB
1	Dumpster				included	F&G
1	Surveying & Layout - footings and columns				included	F&G
1	Materials Testing - concrete cylinder tests				included	F&G

Nose

3	Footing Type RF25.0 (25' x 8' x 2'-0")	400	SF	\$30.00	\$ 12,000	Pittman Concrete
3	4" Concrete Sidewalk				excluded	
5	Furnish anchor bolts for columns				included	Digital Design
7	Nose Section - Furnish & Install			Included in \$ value below		Digital Design
7	Expansion Joint at Fuselage to Tail Structure				included	Digital Design
9	Painting of Nose Section				included	Digital Design
10	DEDUCT Entrance Canopy @ Door #101	-1	EA	\$2,500.00	\$ (2,500)	DEDUCT F&G
16	Conduit & Boxes for Light Fixtures at Nose				included	Digital Design
16	Light Fixtures at Nose	1	LS	\$900.00	\$ 900	Parker Electric

Tail

3	Footing Type F10.0 (10' x 10' x 2'-6")	2	EA	\$5,000.00	\$ 10,000	Pittman Concrete
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16	Conduit & Boxes for Light Fixtures at Tail				included	Digital Design
16	Electrical & Lighting for Tail (incl \$5K VE)	1	LS	\$12,000.00	\$ 12,000	Parker

SUBTOTAL HARD COSTS

\$ 270,040

Contractor's OH&P	270,040	%	4.56%	\$ 12,306	F&G
Structural Design & Construction Coordination				Included	Passero
Builder's Risk	286,500	%	0.450%	\$ 1,289	F&G
P&P Bonds	286,500	%	1.0%	\$ 2,865	F&G

TOTAL COST

\$ 286,500

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2017-24
Land Development Code (LDC) Amendment - Variances

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider proposed Ordinance 2017-24.

SYNOPSIS: At its regular meeting on Tuesday, September 14, 2017, the City Commission (CC) directed staff to work expeditiously to amend the provisions for granting a variance to require applicant's seeking a deviation from LDC Section 4.02.02 be heard by the CC. The following language has been devised to meet the Commission's direction and would allow variances from lot combination to be sought for properties along both the east and west side of North and South Fletcher Avenue.

Consistent with prior guidance, staff continues to advocate for corrective action to resolve the conflicting Comprehensive Plan language contained in Objective 12.05 (Job Opportunity Areas) and LDC Section 10.02.01 (C)(8) to allow lot combinations in excess of 100 feet for properties without the need for any variances in keeping with the historic built pattern and character along the corridor.

Staff is concerned that the drafted amendments serve to erode prior direction to streamline processes and remove political decision making. The Planning Advisory Board considered the CC directed amendments at its Regular Meeting on October 11, 2017 and unanimously recommended denial citing that variances should be considered outside of a political arena and continue to be heard by the Board of Adjustment. Staff recommends denial of the ordinance at First Reading.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): Based upon staff recommendations, I recommend that the City Commission not approve the First Reading of proposed Ordinance 2017-24.

Marshall McCrary, Community Development Director	10/23/2017
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Dale Martin, City Manager	10/26/2017
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Tammi E. Bach, City Attorney	10/27/2017
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Submitted By: _____ Date: October 19, 2017

Kelly Gibson, Senior Planner

COMMISSION ACTION: Approve

ORDINANCE 2017-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTION 10.02.01 (B) AND (C)(8) LIMITATIONS ON THE GRANTING OF A VARIANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for a LDC text amendment regarding limitations on the grant of a variance Section 10.02.01(C)(8) to allow for a variance to be considered by the City Commission to combine lots along North Fletcher Avenue or South Fletcher Avenue, for properties within the City's Job Opportunity Areas (Comp Plan Objective 12.05); and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, October 11, 2017, and issued a unanimous recommendation of denial; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 27, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending LDC Section 10.02.01(B) and (C)(8) to allow consideration of a variance application to combine lots for properties located on North or South Fletcher Avenue and being within the Comprehensive Plan Objective 12.05 Job Opportunity Areas map.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

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

ADOPTED this 21st day of November, 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

ORDINANCE 2017-__

EXHIBIT “A”

10.02.01 Generally

- A. Within the Historic District Overlays and the CRA Overlay, the HDC may authorize a variance from the design and improvement standards of the LDC and may issue exceptions from the CRA design guidelines where the required findings of Section 10.02.00 are met.
- B. The BOA may authorize a variance from the design and improvement standards of the LDC, except for areas within the Historic District Overlay, ~~or~~ the CRA Overlay, or as limited by 10.02.01 (C), where requirements of Section 10.02.00 are met.
- C. Limitations on the grant of a variance
 - 1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
 - 2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City’s Comprehensive Plan.
 - 3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered grounds for the authorization of a variance.
 - 4. A variance shall not change the requirements for concurrency.
 - 5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.
 - 6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.
 - 7. A variance shall not be granted for procedure or process components of this Land Development Code.
 - 8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Avenue, North Fletcher Avenue, or South Fletcher Avenue except as may be granted through consideration by the City Commission to properties which lie within the Comprehensive Plan defined Job Opportunity Areas. The City Commission shall hear such requests in accordance with the provisions for variances as set forth in Chapter 10.

At its regular meeting on Tuesday, September 14, 2017, the City Commission directed that staff work expeditiously to draft an amendment to the provisions for granting a variance to require applicant's seeking an amendment to LDC Section 4.02.02 be heard by the City Commission. The following language has been devised to meet the Commission's direction.

10.02.01 Generally

- A. Within the Historic District Overlays and the CRA Overlay, the HDC may authorize a variance from the design and improvement standards of the LDC and may issue exceptions from the CRA design guidelines where the required findings of Section 10.02.00 are met.
 - B. The BOA may authorize a variance from the design and improvement standards of the LDC, except for areas within the Historic District Overlay, ~~or~~ the CRA Overlay, or as limited by 10.02.01 (C), where requirements of Section 10.02.00 are met.
 - C. Limitations on the grant of a variance
 - 1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
 - 2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City's Comprehensive Plan.
 - 3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered grounds for the authorization of a variance.
 - 4. A variance shall not change the requirements for concurrency.
 - 5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.
 - 6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.
 - 7. A variance shall not be granted for procedure or process components of this Land Development Code.
 - 8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Avenue, North Fletcher Avenue, or South Fletcher Avenue except as may be granted through consideration by the City Commission to properties which lie within the Comprehensive Plan defined Job Opportunity Areas. The City Commission shall hear such requests in accordance with the provisions for variances as set forth in Chapter 10.
-

BACKGROUND AND HISTORY:

2012

Staff initiated LDC Text amendments to provide clarification on the standards for review and approval of a variance by the Board of Adjustment or the Historic District Council. As part of the process for consideration of the LDC Amendments, the Planning Advisory Board added proposed limitations on the granting of a variance which included LDC Section 10.02.01 (C)(8). The City Commission approved the LDC amendments in January 2013 under Ordinance 2012-28.

2013

Working in concert with Nassau County Economic Development Board, Nassau County Growth Management, and the Fernandina Beach – Yulee Chamber of Commerce, the City initiated a Comprehensive Plan amendment to include a new element for Economic Development. Within the new element (Goal 12) contains an Objective (12.05) regarding Land Use and Infrastructure Expansion. Within Objective 12.05 is policy statement 12.05.01 which identifies the City's Job Opportunity Areas within its jurisdiction by description and in map form. The City defines a "Job Opportunity Area" as "A geographical area or areas within the City that are established as or are emerging job-generating areas where necessary infrastructure exists sufficient to support conscious investments which promote job creation." **EXHIBIT A** is the map contained within the Comprehensive Plan to identify the City's Job Opportunity Areas.

2014

Staff identified a significant conflict between the City's Comprehensive Plan Objective 12.05 regarding Job Opportunity Areas and the limitations found within LDC Section 4.02.02 when coupled with LDC Section 10.02.01(C)(8). Together, these LDC Sections work to create a development pattern which is not consistent with this historic built pattern and character of commercial properties along North and South Fletcher and does not allow a property any avenue for recourse to deviate from the limitation of a 100 foot lot width. In recognition of this conflict, staff initiated an application to allow for lot combinations in excess of 100 feet for properties within the City's identified Job Opportunity Areas.

The requested action was reviewed under a staff initiated application in 2014. The Planning Advisory Board acknowledged that the restriction from the granting of a variance was intended to restrict residential lot combinations and issued a recommendation of approval at its regular meeting on September 10, 2014 in order to correct the conflicting language and to be consistent with the goals of the economic development element of the Comprehensive Plan. The requested amendments passed at the City Commission at 1st reading, but failed to get support from the City Commission at 2nd reading of the ordinance on November 18, 2014.

2016

A privately initiated application was prepared and submitted to the Planning Advisory Board for consideration (PAB 2016-06). The applicant's requested action consistent with the staff proposed amendments in 2014. The requested amendments were to provide an exemption for properties located within the City's defined Job Opportunity Areas as described in the Economic Development Element of the Comprehensive Plan.

The Planning Advisory Board considered this application at its regular meeting on March 9, 2016 and issued a recommendation of approval. This time, the proposed amendment failed the 1st Reading before the City Commission in a hearing held on April 19, 2016, despite an attempt to limit the allowance to only the west side of North or South Fletcher.

2017

A privately initiated application was prepared and submitted to the Planning Advisory Board for consideration (PAB 2017-08). The proposed amendment requested to allow the Board of Adjustment to consider a variance request exceeding the maximum 100 foot lot width for only those properties which are: located on the west side of North or South Fletcher; and contain a General Commercial (GC) Future

PAB 2017-13

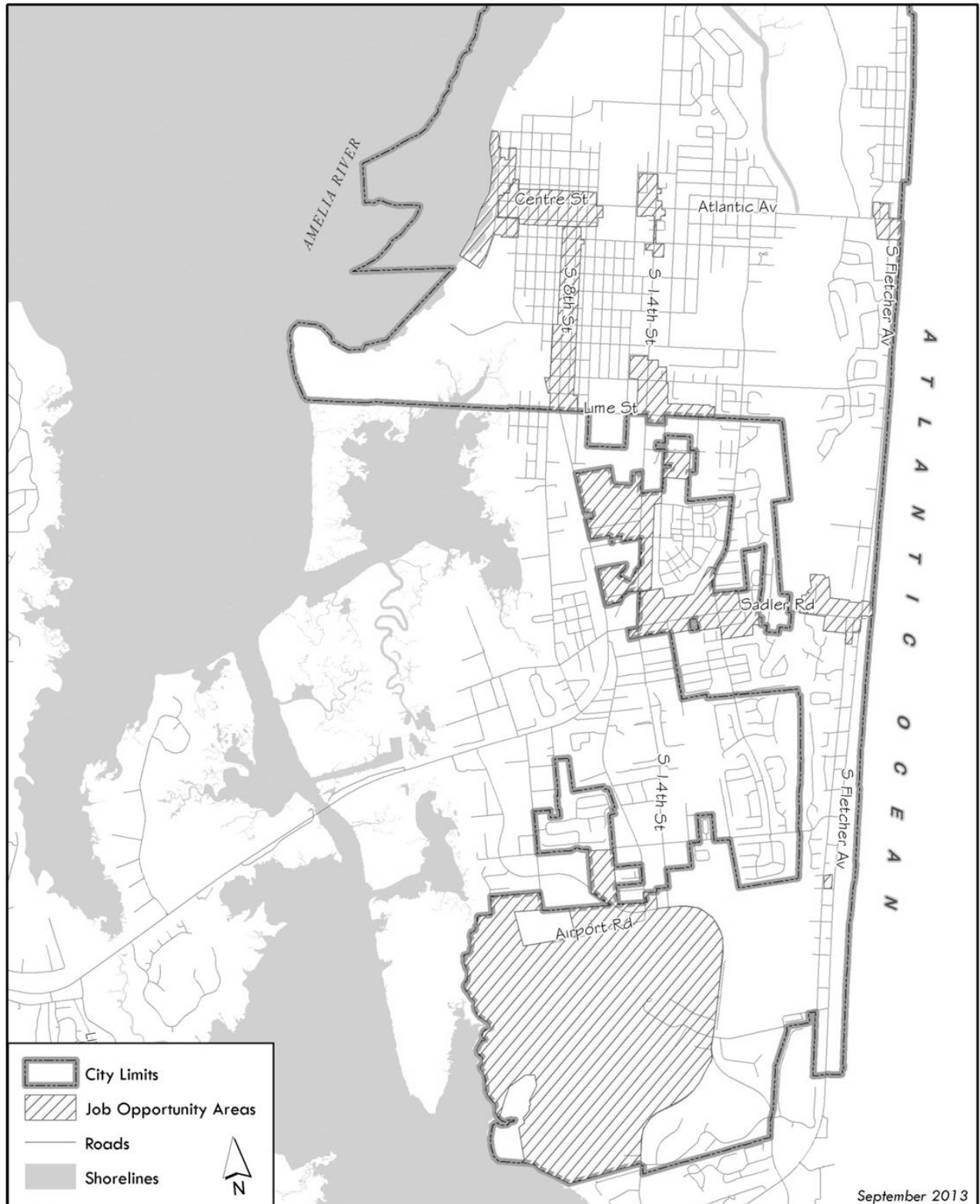
Commission Directed LDC Request

Land Use Map category; and have a Community Commercial (C-1) Zoning Designation; and are within one of the City's Job Opportunity Areas as defined in the Comprehensive Plan Objective 12.05. The City Commission took final action to approve the applicant's request at 2nd reading on September 14, 2017 and at the same time directed that planning staff draft an amendment to LDC Section 10.02.01 to required that any variances sought to deviated from lot combination requirements along North and South Fletcher Avenue be reviewed by the City Commission, instead of the Board of Adjustment.



EXHIBIT A

Job Opportunity Areas Map



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2017-25
Zoning Map Amendment - 13th Street

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Approve Ordinance 2017-25 at First Reading.

SYNOPSIS: The applicant, Simmons 9, LLC, requests consideration of a Planned Unit Development Overlay (zoning change) for 5.13 acres of undeveloped land located on S. 13th Street between Hickory Street and Fir Street.

The request is made to provide flexibility from minimum site design standards and allow for increased open space areas and multiple housing types (three duplex units and thirty-five single family detached homes) within a subdivision totaling forty-one residential dwelling units in a “garden type” design. The PUD requests reduced setbacks, reduced minimum lot width, and increased lot coverage on individual housing sites in order to provide additional open space, maximize preservation of trees and to increase buffering between the subdivision and the adjoining developed homes sites fronting on S. 14th Street.

Staff finds the requested action is consistent with and furthers the policies of the City’s Comprehensive Plan and the Land Development Code. The Planning Advisory Board issued a unanimous recommendation of approval at its Regular Meeting on October 11, 2017.

FISCAL IMPACT: Fiscal impact will be based upon proposed future development (number of sites and structures, infrastructure construction and maintenance, etc.).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2017-25 at First Reading.

Marshall McCrary, Community Development Director	10/23/2017
Dale Martin, City Manager	10/26/2017
Patti Clifford, Comptroller	10/26/2017
Tammi E. Bach, City Attorney	10/27/2017

Submitted By: _____ Date: October 19, 2017
Kelly Gibson, Senior Planner

COMMISSION ACTION: Approve

ORDINANCE 2017-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ASSIGN A PLANNED UNIT DEVELOPMENT OVERLAY FOR A PARCEL TOTALING 5.10 ACRES OF LAND LOCATED ON S. 13TH STREET BETWEEN HICKORY STREET AND FIR STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board reviewed the Zoning Map Amendment application numbered PAB 2017-12 at its October 11, 2017 meeting and unanimously recommended approval of the change to apply a Planned Unit Development (PUD) Overlay on the subject property; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 27, 2017.

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

SECTION 1. PROPERTY INVOLVED. The property identified for this change of the Zoning Map is located on S. 13th Street between Hickory Street and Fir Street and identified as Parcel ID 00-00-31-1800-0240-0010, totaling approximately 5.10 acres, and is shown on the map attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed Planned Unit Development Overlay and retains the existing Medium Density Residential/ R-2 zoning district.

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. This Ordinance shall take effect immediately after its final adoption.

ADOPTED this ____ day of _____, 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

ORDINANCE 2017-

EXHIBIT "A"

ZONING MAP CHANGE WITH PLANNED UNIT DEVELOPMENT OVERLAY FOR AN APPROXIMATE 5.10 ACRE PARCEL IDENTIFIED AS 00-00-31-1800-0240-0010 AND LOCATED ON S. 13TH STREET BETWEEN HICKORY AND FIR STREETS.



CONCEPTUAL DEVELOPMENT PLAN

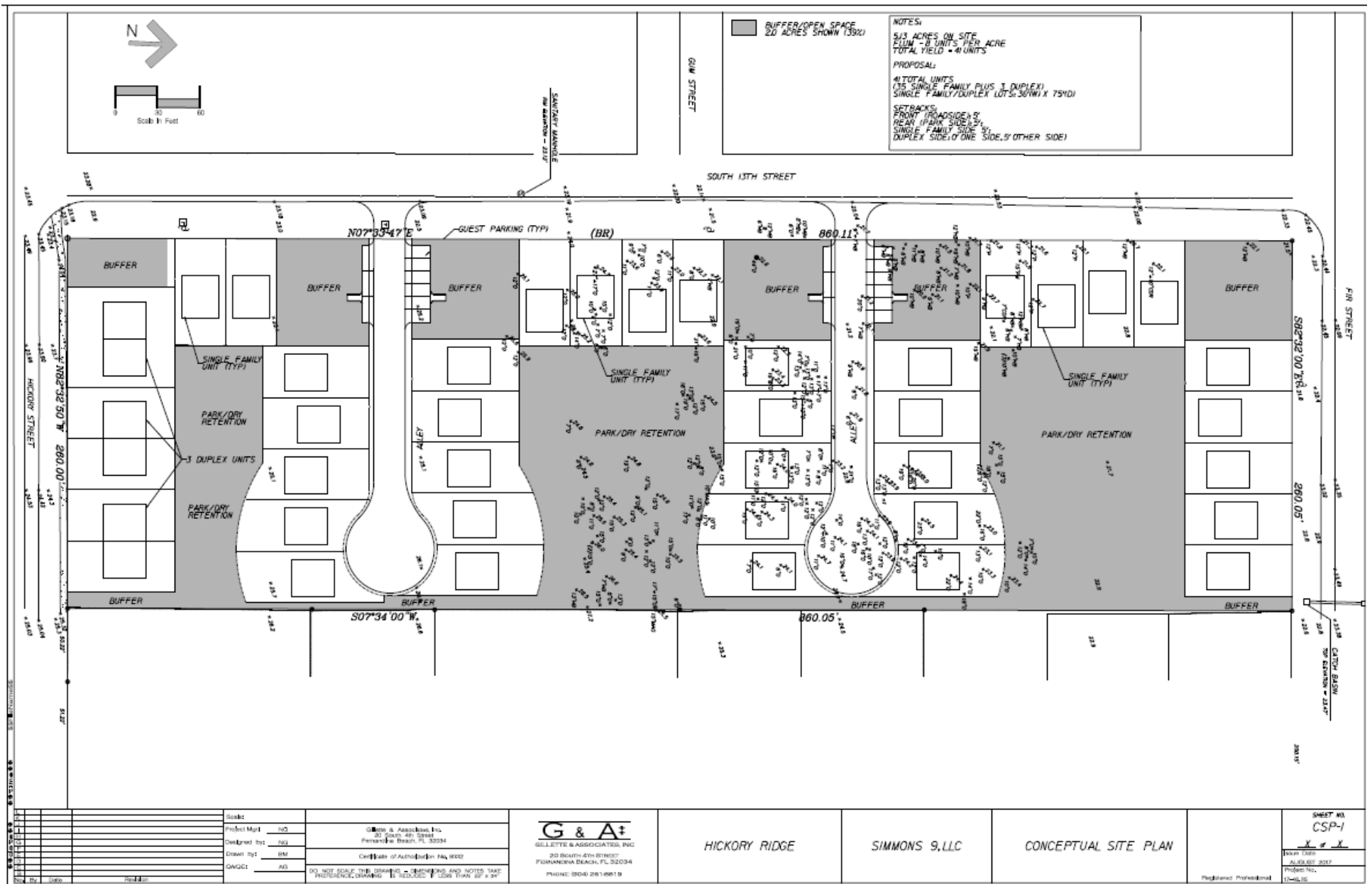
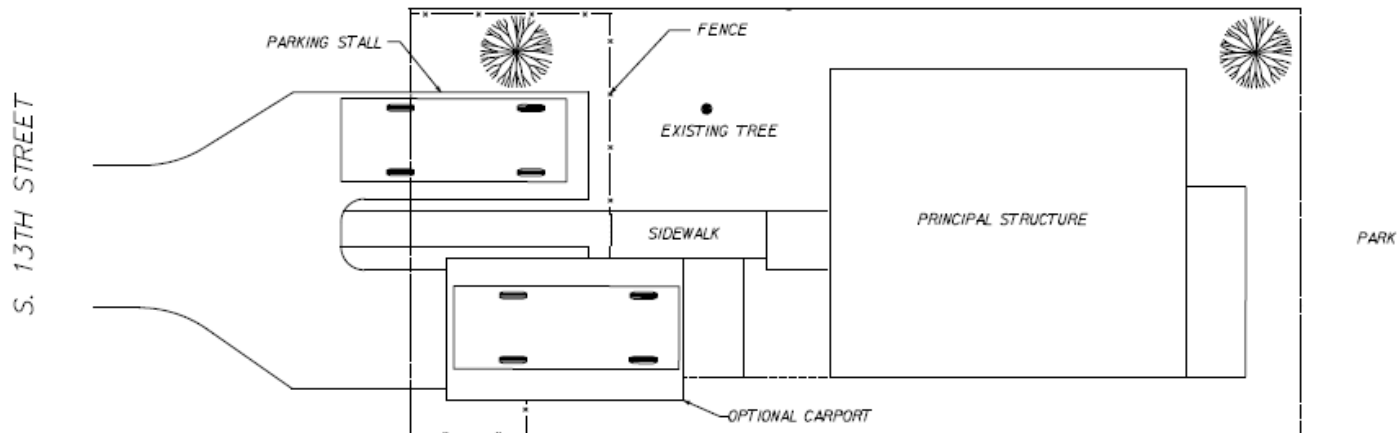
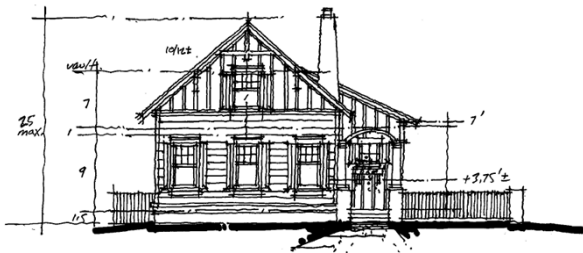


EXHIBIT C
CONCEPTUAL LOT SITE PLAN AND ARTISTIC RENDERING



ARTISTIC RENDERING ONLY



		Scale			G & A⁺ GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-6619	SOUTH 13TH STREET AMELIA ISLAND	SIMMONS 9, LLC	CONCEPTUAL LOT SITE PLAN	SHEET NO. CLSP-1 
Project Mgr.		NO	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034						
Drawing No.		NO							
Drawing Title		AD	Certificate of Authorization No. 0032						
Drawing		NO	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE OVER THIS DRAWING						
Drawing Date		NO							Registered Professional

EXHIBIT D DEVELOPMENT NARRATIVE

("HICKORY RIDGE")

I. General Conditions:

The HICKORY RIDGE PUD consists of approximately 5.13 acres of land that is located between South 13th Street, Hickory Street and Fir Street in Fernandina Beach, Florida. The Hickory Ridge PUD will consist of forty one (41) total residential units. These units will be a mix of single family and duplex housing products to provide two different housing types. Open space will also be provided as part of the PUD.

- A. The Hickory Ridge PUD will be developed as delineated on the Preliminary Development Plan (attached hereto as Exhibit "B"). The Hickory Ridge PUD Preliminary Development Plan incorporates by reference the terms of these PUD Conditions and the Developer's statements made in the related rezoning application, which collectively set forth the Developer's written plan of development for the Hickory Ridge PUD, and which are intended to clearly demonstrate that approval of the Hickory Ridge PUD will benefit the community as a whole and fulfill the applicable policies of the Fernandina Beach Comprehensive Plan, and Ordinance 2006-14, as amended, the Fernandina Beach Zoning Code (the "Zoning Code").
- B. The Developer may, at their discretion, develop the Hickory Ridge PUD in phases.
- C. All commons areas in the Hickory Ridge Subdivision will be constructed to serve the entire Hickory Ridge Subdivision and will be owned and controlled by one Homeowner's Association (HOA).
- D. Within one (1) year after approval by the Fernandina Beach City Commission of the Hickory Ridge PUD Preliminary Development Plan, the Developer shall submit a final development plan for the Project to the Technical Review Committee for review. Upon expiration of the Hickory Ridge PUD, the zoning shall revert to R-2 zoning.
- E. The Developer may, at their discretion, simultaneously submit engineering plans for the Project as a whole for approval by the Technical Review Committee. The City Commission, upon request from the Developer and for good cause shown, may extend the one (1) year time period for submitting the final development plan. Such extension shall not exceed one (1) year.
- F. The location and size of all lots, roads, project entrances, recreation/open space and other areas shown on the Hickory Ridge PUD Preliminary Development Plan is conceptual such that the final location of any roads, project entrances, recreation/open space and other areas will be depicted on the final development plan and the final engineering plans so long as the changes do not constitute a Major Amendment to the PUD. However, a significant change to the location/size of the proposed open space or significant change to the location of roadways or transportation improvements will be considered a substantial deviation and will require approval from the Planning Advisory Board.

II. Specific Conditions:

A. Open Space and Common Areas.

1. Open space areas shall be provided for the project. The location of these areas is indicated on the Hickory Ridge Preliminary Development Plan. All common area open space for the applicable phase of the project shall be included in the final development plan of the Project.
2. Any active recreational facilities and accessory structures in the Project shall be subject to site plan approval by the Technical Review Committee and shall be constructed within the upland portion of the open space provided in the Preliminary Development Plan.
3. As shown on the Site Data Table in the Hickory Ridge Preliminary Development Plan, the Developer has committed approximately 2.0 acres of the Hickory Ridge PUD for use as active recreation and/or open space, and such calculation has been made in accordance with the requirements of the Zoning Code. Retention facilities may also be placed within this open space area. It is anticipated that dry retention facilities will be used throughout the entire development which will enhance tree preservation.
4. The open space areas and related maintenance and use restrictions shall be evidenced by recorded deed restrictions or recorded Declaration(s) of Covenants and Restrictions (collectively, the "Covenants and Restrictions"). All privately owned open space shall continue to conform to its intended use as shown in the final development plan and final engineering plans for the project.
5. The Hickory Ridge PUD shall be subject to the Recreation Impact Fees for Regional Parks unless cash and land or a combination thereof contributions are given to Fernandina Beach to satisfy concurrency requirements. The construction of onsite amenities and active recreation areas within the Hickory Ridge Subdivision will qualify for local park impact fee credits due to the provision local parks for the use by the residents.

B. Administration of Community Space and Facilities:

1. The Developer will administer common open space through the Hickory Ridge HOA and shall conform to the following requirements:
 - a. The Developer shall establish the applicable association or nonprofit corporation prior to the sale of any lots or units by the Developer to any third party within the Hickory Ridge PUD.
 - b. Membership in the association or nonprofit corporation shall be mandatory for all property owners within the Hickory Ridge PUD and the Hickory Ridge Subdivision governed by such entity.
 - c. The Developer may elect to form separate and/or multiple property owners and/or homeowners association

within the Hickory Ridge PUD and Subdivision. If so, the Developer shall establish a master property owners and/or homeowners association for the Hickory Ridge Subdivision that shall be responsible for the maintenance of master drainage and open space areas, subject to the conditions set forth herein. All improvements including roads, master drainage facilities, storm sewers, etc. shall be completed and approved by Fernandina Beach before being transferred to any homeowners' organization or dedicated to the City of Fernandina Beach, as applicable.

- d. The applicable association or nonprofit corporation shall manage all common areas, recreational and open space and recreational facilities that are not otherwise dedicated to the public and that are within the lands that are subject to the jurisdiction of such association or nonprofit corporation; shall provide for the maintenance, administration and operation of such portions of the Hickory Ridge PUD and any other lands located within the Hickory Ridge PUD that is not publicly or privately owned; and shall secure adequate liability insurance governing such areas owned or operated by such association or nonprofit corporation.

C. Stormwater Facilities:

1. The Hickory Ridge PUD shall be served by a stormwater system, which shall adhere to the applicable standards of the St. Johns River Water Management District and City of Fernandina Beach for residential stormwater systems. If the Developer is able to treat and attenuate existing offsite stormwater flow through the onsite stormwater system, the project will get credited any applicable stormwater impact fees based on the offsite stormwater flow that is accommodated by the development.
2. All St. Johns River Water Management and Fernandina Beach permits for stormwater facilities shall be obtained by the Developer. The developer shall obtain an operating permit for these facilities.

D. Residential Development Standards:

1. The Hickory Ridge PUD shall include not more than forty one (41) dwelling units. This includes a mix of single family and duplex units as depicted on the Preliminary Development Plan (Exhibit "B"). Each duplex unit is considered to be two (2) lots of record for individual conveyance. Below are the site development standards:
 - (1) Minimum Lot Requirements:
 - (a) Minimum lot width: Thirty Six (36) feet
(Single Family & Duplex)
 - (b) Maximum height: Thirty (30) feet (Single Family & Duplex)
 - (c) Maximum impervious area: Eighty-five percent (85%) (Single Family & Duplex)

- (2) Minimum Required Yard Setbacks:
- (a) Front (Road side): Five (5) feet; (Single Family)
Front (Road side): Five (5) feet; (Duplex)
 - (b) Side yard: Five (5) feet; (Single Family)
Five (5) feet -1 side; (Duplex)
Zero (0) feet other side; (Duplex)
 - (c) Rear yard (Parkside): Five (5) feet; (Single Family)
Five (5) feet; (Duplex)
 - (d) Accessory Use (unenclosed) 3 feet for all yards (Single Family)

2. All screened pool enclosures, whether attached, semi-attached or detached from the principal building, shall adhere to a minimum yard setback requirement of three (3) feet and shall not be located in the front yard.

3. Accessory uses shall be permitted and shall not exceed 625 square feet of enclosed ground floor area. Permitted accessory uses include those identified in Table 2.02.03 of the Land Development Code, as amended, for the R-2 zoning classification, with the exception of Home Occupation. The building setbacks for all accessory uses, except as described above in Section II (D) (1) (2) (d), shall match the principal structure setbacks described in Section II(D) (1) of this document. Maximum building height for accessory structures shall be 25 feet.

E. Home Occupations: Home occupations shall be permitted with special exception (subject to supplemental standards), as granted individually by the City of Fernandina Beach.

F. Off-Street Parking & Loading: Residential development within the Hickory Ridge PUD shall be subject to the applicable off-street parking and loading required for such use, pursuant to Section 7.01.04 of the Land Development Code. This includes 2 off-street parking spaces per unit.

G. Signage:

1. The Hickory Ridge PUD may have project identification signage at all external entrances to the Hickory Ridge PUD. External entrance project identification signs shall not exceed fifty (50) square feet on each face. All project signs will be designed as ground-mounted signs or integrated into or mounted on landscape features such as walls and fences. All lighting of signs will be sign mounted or ground mounted units projecting onto the sign. The signs at each external project entrance or recreational area will be single faced or double faced and the external entrance signage may include one (1) separate sign, one (1) on each side of the entrance, not to exceed a total number of two (2) signs for the entire development.

2. Each open area within the Hickory Ridge PUD shall also be entitled to identification signage. Open space area identification signage shall not exceed ten (10) square feet on each sign face.
3. The location of signage shall be delineated on the site plan submitted to the Development Review Committee for approval.
4. Traffic and street name signage may include aesthetic framing. However, any applicable FDOT/Fernandina Beach standards for sign face, elevations, etc. shall be maintained by the Developer and/or homeowners' association as appropriate.
5. There is no other specific reserved signage approvals requested for the Hickory Ridge PUD. Home occupations, which are approved as a supplemental use as detailed herein, shall not be allowed any signage rights.

H. Sidewalks and Street Lights:

1. If acceptable to City Staff and the City Commission, the Developer will install a 5-foot wide sidewalk along the property frontage for Hickory Street, South 13th Street, and Fir Street.
2. Street lights shall be provided along all alleys, as determined to be necessary. The Developer shall submit a lighting plan, demonstrating the location of streetlights, with final engineering plans for approval by the Technical Review Committee.

I. Amenities:

1. Developer will dedicate and/or construct the following amenities within the Hickory Ridge Subdivision:
 - a. Buffers shown on the Preliminary Development Plan

Developer may, at its option, construct additional amenities. All amenities constructed within the Hickory Ridge Subdivision, when operational, are intended to serve all homeowners within the Hickory Ridge subdivision.

J. Visual Screen/Buffer:

A visual screen/buffer shall be provided along all property boundaries, except where driveways or utility connections are shown, as depicted on the Preliminary Development Plan (Exhibit "B"). The buffer/screen may include a wood, wood composite, masonry wall, or vinyl fence, existing or planted landscaping, earth mounds or combination thereof so long as such measures shall provide at the time of installation a minimum of 85 percent opacity for that area between the finished grade level at the common boundary line and eight (8) feet above such level and horizontally along the length of all common boundaries.

K. Construction Standards:

1. Except as specifically provided herein, all development in the Hickory Ridge PUD shall be in accordance with Fernandina

Beach's land development standards, and any applicable State standards, in effect at the time of submittal of the Final Development Plans and/or Plat of record and any applicable utility providers standards with respect to any water, sewer, or electrical utilities for the Hickory Ridge PUD served by the City of Fernandina Beach or any other utility provider.

2. All utilities shall be located underground.

L. Temporary Uses:

1. One temporary rental office shall be allowed on the premises during construction.
2. The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Planned Unit Development Ordinance, including the Final Development Plan and PUD Conditions in any sales office located upon the Hickory Ridge PUD, which is available for inspection by project residents, including the posting for public viewing of the Final Development Plan in any sales office.
3. The siting of temporary construction trailers shall be allowed on the Hickory Ridge PUD during construction. The temporary construction trailers must be removed within thirty (30) days of completion of the improvements, for which the temporary construction trailers are being utilized, provided the right to temporary construction trailers shall continue until build-out of the project.

M. Alterations:

Changes in the location of the road(s), project entrances, stormwater system improvements, and to the boundaries, size and configuration of lots and Recreation/Open Space areas, as depicted on the Hickory Ridge PUD Preliminary Development Plan to accommodate environmental, permitting and design factors, conditions and requirements of the Developer is allowed, so long as the change does not constitute a Major Amendment to the PUD, provided the integrity of the original application is maintained and provided the same shall be finalized by the Developer during final engineering plan approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.

N. Ownership and Maintenance:

1. The Hickory Ridge PUD and related uses/facilities associated therewith (other than individual lots), will be owned, maintained and or operated as follows:
 - a. Any areas associated with the development (i.e., recreation/open space areas, signage, landscape, stormwater systems, etc.) will be managed through a homeowners association(s) and/or a property owners association(s).
 - b. To ensure that all of the recreation and open space areas described in these PUD Conditions and depicted in the approved Hickory Ridge Preliminary Development

Plan for any phase of the project will be used as intended, the Covenants and Restrictions described above will contain provisions consistent with terms of these PUD Conditions and any deed from the Developer to third party purchasers in the project will incorporate such Covenants and Restrictions by reference to the Covenants and Restrictions in each deed.

- c. Such deed restrictions created by the Covenants and Restrictions shall run with the land in order to protect both present and future property owners within the Hickory Ridge PUD. The deed restrictions created by the Covenants and Restrictions shall prohibit the partition of any open space areas. The water/sanitary sewer improvements will be the responsibility of the private utility company, which provides service for this area, which is currently the City of Fernandina Beach.

O. Access:

1. Access to and from the Hickory Ridge PUD will be provided from Hickory Street, South 13th Street, and First Street as shown on the Preliminary Development Plan.
2. The location of all external and internal project entrances, accesses and roadways may change based on environmental, permitting and design factors, conditions and requirements of the Developer, so long as the changes do not constitute a Major Amendment to the PUD. The Developer will finalize the location of all external project entrances, accesses and roadways during the final engineering approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.
3. Model home building permits will be issued upon installation of all necessary water mains and fire hydrants, and stabilization of all roadways internal to the development, and plat recording. Up to 10% of the total lots for each phase of the development may be issued as model lots; however, Certificates of Occupancy will not be issued for these models until all improvements for that phase are complete.
4. Each dwelling unit or other permitted use shall be provided access, either directly or indirectly, by a public right-of-way, private vehicular or pedestrian way or commonly owned easement.
5. City owned vehicles shall be permitted access on privately owned roads, easements and common open spaces in order to perform basic City services such as fire and police protection, emergency service needs of PUD residents, and site inspection by Fire-Rescue, Community Development, Engineering and Code Enforcement departments to monitor adherence to City regulations and the conditions contained herein.
6. The proposed rights of ways are to be a minimum of 30 feet in width and shall be dedicated to the City of Fernandina Beach for

use and maintenance upon completion and acceptance by the City. The right of way reduction beyond typical City standards is proposed to accomplish the following:

- a. Alley design resulting in less impervious area;
- b. Introduction of more open space into the development; and
- c. Greater tree retention due to less impacted area

All roads will be constructed to City standards and will be subject to traditional testing and inspections methods commonly performed by the City and described within the City Land Development Code.

- P. Notification: The Applicant shall incorporate into the covenants and restrictions notification to all property owners that they are living in a Planned Unit Development (PUD).

III. Justification for Planned Unit Development Classification for this Project and Approval of the Preliminary Development Plan:

The proposed project allows for development of the Hickory Ridge PUD for mixed residential uses in a manner that warrants flexibility in the application of land use controls for Fernandina Beach, Florida consistent with the intent of Section 2.02.02 of the Fernandina Beach Land Development Code. The project design is also in harmony with the general purpose and intent of the Fernandina Beach Comprehensive Plan. The design and layout of the Hickory Ridge Planned Unit Development (PUD) requirements:

1. Does not increase the density provided within the existing Future Land Use Map designation of Medium Density Residential;
2. Provides workforce housing within the City of Fernandina Beach in keeping with surrounding land uses;
3. Provides additional buffering beyond what is required between the proposed development and existing development;
4. Cluster development allows greater tree retention than existing R-2 single family development would provide;
5. Garden style type development allows for units to abut open space areas;
6. Is located within walking distance to three (3) existing schools;
7. Is located within an area with adequate infrastructure and similar residential uses;
8. Enhances the appearance of the area through preservation of natural features, the provision of underground utilities, where possible, and the provision of open space areas in excess of existing Zoning Code and subdivision requirements;
9. Provides an environment of stable character compatible with the surrounding areas; and
10. The Hickory Ridge PUD Preliminary Development Plan which incorporates by reference the terms of these PUD Conditions and the statements made by the Developer in the related rezoning application includes the criteria required for the Fernandina Beach Planning Advisory Board and the Fernandina Beach City Commission to review and approve the Hickory Ridge PUD Preliminary Development Plan.



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APPLICATION FOR ZONING CHANGE/ PUD
HICKORY RIDGE

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Simmons 9, LLC				
AGENT:	Gillette and Associates, Inc.				
REQUESTED ACTION:	Zoning Change for Planned Unit Development (PUD)				
LOCATION:	S. 13th Street between Hickory and Fir Streets				
CURRENT LAND USE + ZONING:	Medium Density Residential (MDR) Land Use + Medium Density Residential (R-2) zoning				
EXISTING USES ON SITE:	Vacant Land				
PROPERTY SIZE:	5.13 Acres Parcel ID #: 00-00-31-1800-0240-0010				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Recreation- Elm Street Park Ball Fields		REC	Recreation
	South	Affordable Housing- Attached duplex units		MU-1	Mixed Use
	East	Single Family Detached Homes		R-2	Medium Density Residential
	West	Vacant and Single Family Detached Homes		R-2	Medium Density Residential

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

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant, Simmons 9, LLC, requests consideration of a Planned Unit Development Overlay (zoning change) for 5.13 acres of undeveloped land located on S. 13th Street between Hickory Street and Fir Street. The request is made to provide flexibility from minimum site design standards and allow for increased open space areas and multiple housing types (3 duplex units and 35 single family detached homes) within a subdivision totaling 41 residential dwelling units in a "garden type" design. The PUD requests reduced setbacks, reduced minimum lot width, and increased lot coverage on individual housing sites in order to provide additional open space, maximize preservation of trees and to increase buffering between the subdivision and the adjoining developed homes sites fronting on S. 14th Street. The applicant seeks to create a fee simple housing product to meet workforce housing demands within a centrally located area of the City. As part of the letter of intent for the PUD, the applicant has provided an economic analysis to demonstrate how the product would fulfill this need within the community.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity



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through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as: described below.

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.

Policy 1.04.01 The City shall encourage needed redevelopment and infill development through incentives such as the following:

- a. Density or intensity bonuses;
- b. Provision of alternative site design requirements in designated redevelopment areas;
- c. Provision of overlay districts;
- d. Provision of development guidelines in designated historic districts and the community redevelopment area; and
- e. Expedited review processes

The City encourages infill development in its already urbanized areas that provide housing near job centers, preserve open space, capitalize on existing community assets such as parks, and removes the crime associated with vacant, underutilized or abandoned properties. If approved, this infill development which is located in close proximity to the Middle and High Schools and within walking distance to recreational opportunities will be in accordance with Comprehensive Plan Objective 1.04. The property is within ½ a mile of retail shopping, restaurants and a movie theater. It is also less than a mile from Nassau Baptist Health complex and slightly over one (1) mile to downtown (City Hall).

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. The proposed development will rely on improved roadways on S. 13th Street, Hickory Street, and Fir Street for access to the subdivision. Water and sewer services are available to serve the site and this proposed development. No leapfrog development is occurring.

Existing uses within the general area are consistent with the proposed development request to create 35 single family detached home sites and three (3) duplex housing types. The development site which is not located in a Coastal Upland Protection Zone or special flood hazard area, and the levels of service are discussed in the following paragraphs.

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

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)



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Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	Policy 4.01.02 <i>All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.</i>
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed at the time the City annexed the property and assigned the Medium Density Residential land use and RLM Zoning. Given the established Medium Density Residential (MDR) land use and R-2 (Medium Density Residential) zoning which allows for up to eight (8) dwelling units per acre on the subject property, the development potential of the site could have resulted in a maximum of 43 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 41 dwelling units, Staff estimates that approximately 392 Average Daily Trips (ADT) could be generated by this development; resulting in 41 p.m. peak hour trips¹. Traffic impacts are likely on only State and Nassau County maintained roadways. Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This would be similar to the past collection of transportation impact fees which ceased in 2006.

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 14,350 gallons of water per day (41 units x 350 gallons per ERC per day).

¹ ITE Code 210 (Single-Family Detached Housing) average PM peak hour trips = 41 (~1 trip/ dwelling unit)



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The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 33,005 gallons of wastewater per day (41 units x 2.3 x 350 gallons per ERC per day). The Commercial facilities are calculated by an Equivalent Residential Connection (ERC) standard, which is calculated by the utilities director. The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay for what improvements are necessary to accommodate any proposed development. These determinations will be made in advance of site plan review and necessary improvements will be required as a part of site plan approval.

As for solid waste and drainage, the City currently has a contracted services with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the preliminary plat review. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 1.02.03, and 4.01.01.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE: _____

2.02.02 Planned Unit Development Overlay

The Planned Unit Development (PUD) Overlay is intended to provide for more than one (1) land use within a mixed use development; allow more than one (1) housing type within a residential PUD; allow innovative arrangement of streets, lots, uses, and buildings; and to improve the efficient use of infrastructure by the clustering of homes, businesses, and other uses in a coordinated, planned development.

The applicant's request for a PUD is consistent with the intention of the overlay district described in LDC section 2.02.02. There are two proposed land uses for the development, residential and conservation. As previously stated, the applicant's intent for the request is to allow for flexible building setbacks that allow for enhanced tree preservation throughout the neighborhood. The thirty foot (30') Right of Way (ROW) allows for a one-way traffic circulation with one entrance access and one exit access onto Citrona Drive.

4.03.01 Standards for Planned Unit Development (PUD) Overlay

A. Purpose

It is the purpose of the PUD overlay district to provide flexible land use and design and to allow planned diversification and integration of uses and structures, while retaining to the City the authority to establish limitations and regulations thereon for the benefit of the public health, welfare, and safety. A PUD overlay district is intended to promote economical and efficient land use, an improved level of amenities, appropriate and harmonious variety in physical development, creative design, variety of housing types, and a better urban environment.

B. A PUD overlay district shall have the following characteristics:



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1. Unified control for development purposes;
 2. Unified site design, planned and developed as a whole, in a single development operation or a programmed series of development operations, including lands, buildings, structures, and uses;
 3. Civic spaces in residential developments which provide opportunities for resident social interaction;
 4. Commercial land uses, if any, which provide convenient service, employment, and access, and yet remain separated from residential areas by the use of landscaping and natural buffers; and
 5. Conservation of natural resources as set forth in Chapter 3.
- C. A PUD shall provide a public benefit. At a minimum, two (2) or more of the following public benefit conditions shall result from the implementation of the proposed PUD:**
1. Replacement of nonconforming development;
 2. Creation of public open space, such as plazas or parks;
 3. Improved waterfront protection and enhancement of views of oceanfront and riverfront areas;
 4. Preservation of designated historically significant structures;
 5. Replacement or rehabilitation of obsolete, blighted, or underutilized buildings; or
 6. Provision of bicycle paths and walkways that provide public access to public open space or water bodies.
 7. An application for a PUD shall contain comprehensive and detailed plans for development of the site, including building location, building dimensions, building elevations, location, and dimensions of accessory structures, landscaping, open space, amenities, and detailed plans for infrastructure.
- D. An application for a PUD shall contain comprehensive and detailed plans for development of the site, including building location, building dimensions, building elevations, location and dimensions of accessory structures, landscaping, open space, amenities, and detailed plans for infrastructure.**
- E. An application for approval of a PUD shall include a description of the program for provision, operation, and maintenance of areas, improvements, facilities, and services intended for common use by some or all of the occupants of the PUD, but which will not be provided, operated, or maintained at general public expense.**
- F. A PUD overlay district is permissible in the following zoning districts: R-1, RLM, R-2, R-3, MU-1, C-1, and C-2.**
- G. A PUD overlay district is prohibited within the Coastal High Hazard Area as established in the Comprehensive Plan.**
- H. The following general design standards shall be used in evaluating a PUD:**
1. The preferred access to a PUD is an arterial or major collector street. A PUD shall be located and designed to minimize traffic impacts in established residential neighborhoods.
 2. The natural topography, soils, natural vegetation, and surface water shall be preserved and utilized through the careful location and design recreation areas, open space, and drainage facilities. Open space areas shall utilize wetlands, floodplains, shorelines and other natural features.
- I. The following specific design requirements apply to PUD development:**
1. The minimum land area for a PUD is five (5) acres, except as set forth in Section 4.03.01(I)(2) below.
 2. Where a minimum of twenty-five (25) percent of the dwellings in a residential PUD are set aside to meet affordable housing needs, the minimum land area may be reduced to two (2) acres.
 3. A residential PUD shall include two (2) or more housing types. Permissible housing types include: single-family attached, single-family detached, townhouse, duplex, triplex, and multi-family buildings.
 4. Within a residential PUD, five (5) percent of the land area shall be designed and used for civic or recreational purposes. Water bodies and wetlands shall not be included within the calculation of land area set aside for civic or recreational purposes.



**STAFF REPORT
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Planning Advisory Board Hearing
October 11, 2017**

5. Where residential uses are permissible in the underlying zoning district, the maximum residential density shall comply with the density standards set forth in Table 4.01.01.

6. Where nonresidential uses are permissible in the underlying zoning district, the maximum floor area ratio shall not exceed 0.21.

7. Within a mixed-use PUD, the following standards apply:

- a. A minimum of five (5) percent of the land area shall be designed and used for civic purposes;**
- b. A maximum of fifty (50) percent of the land area shall be devoted to nonresidential uses;**
- c. A maximum of eighty (80) percent of the land area shall be devoted to residential uses; and**
- d. Water bodies and wetlands shall not be included within the calculation of land area set aside for civic or recreational purposes.**

J. The following site design standards may deviate from the standards applicable to the underlying zoning district, and, upon approval of a site plan for the PUD, shall become binding upon all development within the PUD:

- 1. Minimum building setbacks;**
- 2. Maximum building height;**
- 3. Minimum parking ratio;**
- 4. Maximum impervious surface ratio;**
- 5. Minimum lot width; and**
- 6. Landscape design.**

The requested zoning is a PUD overlay using the underlying Medium Density Residential land use/ R-2 zoning classification. Permissible uses are provided in Table 2.03.02 and 2.03.03 of the Land Development Code. Section 2.02.02 of the Land Development Code states the intent of the Planned Unit Development zoning classification as an overlay district.

The written description and site plan provided by the applicant is in general compliance with the design standards provided in LDC section 4.03.01 (A-J). The justification for obtaining alternative setbacks, reduced minimum lot width, and an allowance for an increased individual lot coverage as part of the development serves to promote creative design and a better urban environment. The applicant would like to preserve the mature trees currently on the property as an amenity for the neighborhood thus, providing a public benefit not only to this neighborhood but to the entire community. The applicant has worked to design the site to increase the total amount of dedicated open space equaling roughly 39% of the development site. The developer also seeks to treat and attenuate existing offsite stormwater flow through their onsite stormwater system. A five (5) foot sidewalk will be installed along property frontage for Hickory Street, S. 13th Street, and Fir Street.



STAFF REPORT
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October 11, 2017

CONCLUSION:

The requested Zoning Change to allow for a Planned Unit Development (PUD) Overlay is consistent with and furthers the policies of the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the applicant's request for a Planned Unit Development Overlay to allow for the following deviations from the design requirements of the R-2 zoning district in which the property is located.

Minimum Lot Requirements:

- (a) Minimum lot width: Thirty-six (36) feet (Single Family & Duplex)
- (b) Maximum height: Thirty (30) feet (Single Family & Duplex)
- (c) Maximum impervious area: Eighty-five percent (85%) (Single Family & Duplex)

(2) Minimum Required Yard Setbacks:

- (a) Front (Road side): Five (5) feet; (Single Family)
Front (Road side): Five (5) feet; (Duplex)
- (b) Side yard: Five (5) feet; (Single Family)
Five (5) feet -1 side; (Duplex)
Zero (0) feet other side; (Duplex)
- (c) Rear yard (Parkside): Five (5) feet; (Single Family)
Five (5) feet; (Duplex)
- (d) Accessory Use (unenclosed) 3 feet for all yards (Single Family)

MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2017-12 to the City Commission requesting that a zoning change to allow a Planned Unit Development overly be **(approved or denied)** and that PAB case 2017-12, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

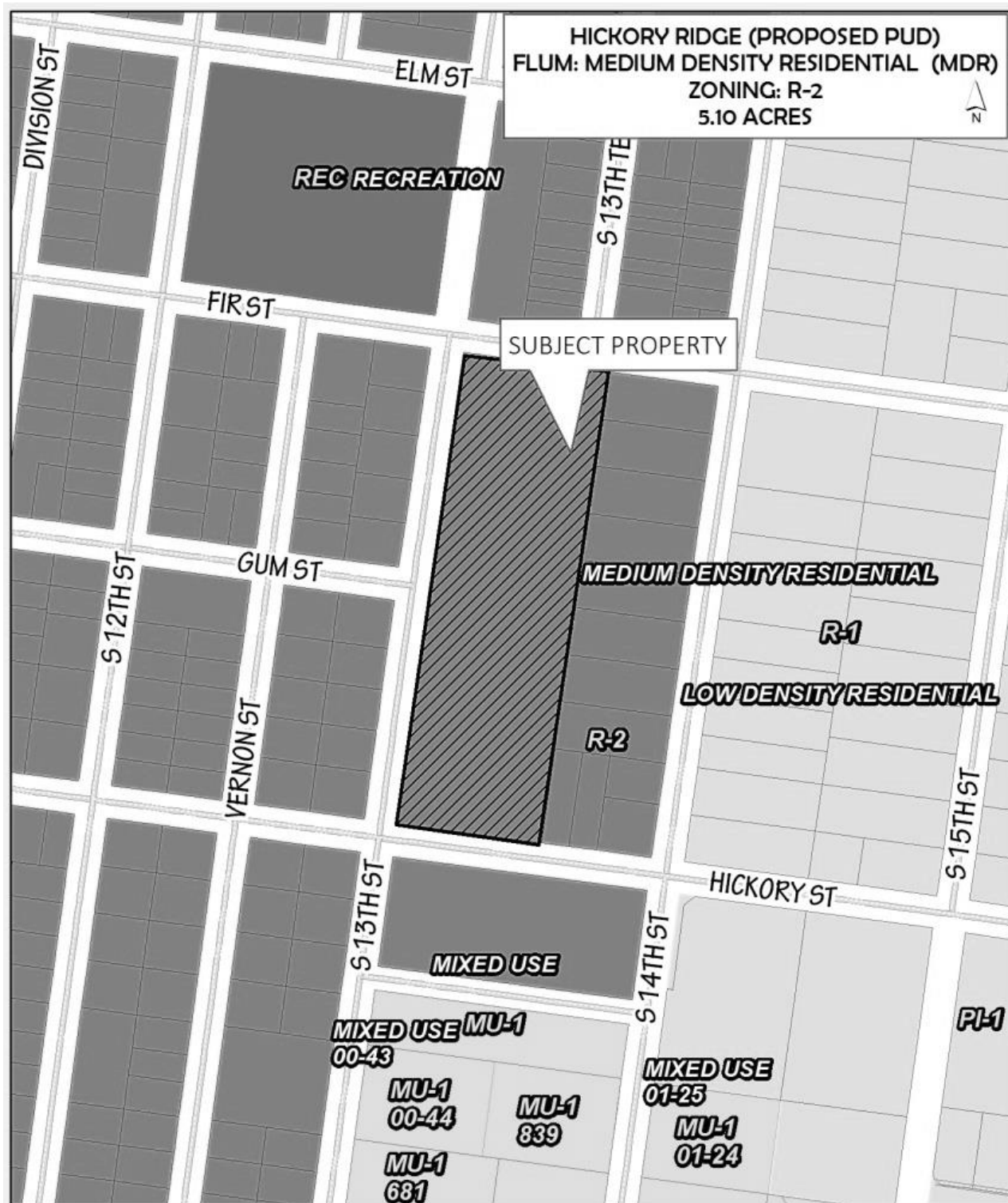
A handwritten signature in blue ink that reads "Kelly N. Gibson".

Kelly N. Gibson, AICP
Planning Manager



STAFF REPORT
PAB 2017-12 (Zoning Change: PUD)
Planning Advisory Board Hearing
October 11, 2017

EXHIBIT A



OFFICE USE ONLY

REC'D: 9/15/17 BY: _____
PAYMENT: \$ 850- TYPE: CK 1176
APPLICATION #: 2017-0001329
CASE #: 2017-12
BOARD MEETING DATE: Oct

**PLANNING ADVISORY BOARD APPLICATION**

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

APPLICANT INFORMATION

Owner Name: Simmons 9, LLC
Mailing Address: 20 South 4th street, Fernandina Beach, FL 32034
Telephone: 904-261-8819 Fax: _____
Email: nick@gilletteassociates.com

Agent Name: _____
Mailing Address: _____
Telephone: _____ Fax: _____
Email: _____

PROPERTY INFORMATION

Street Address: South 13th street
Parcel Identification Number(s): 00-00-31-1800-0240-0010
Lot Number: 1-5, 6-10 Block Number: 240 Subdivision: -
Section: 31 Township: 3N Range: 28E

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 223,463 SF

Existing Zoning Classification: R-2

Existing Future Land Use Classification: Medium Density Residential

Previous Planning/Zoning Approvals: -

Description of Request:

create a PUD for 41 residential units and
open space. The PUD would consist of 2 different
housing types with multiple open space parcels

SIGNATURE/NOTARY

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

9-5-17 _____
Date Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss



Subscribed and sworn to before me this 15 day of September, 20 17

[Signature]
Notary Public: Signature

Tamra Krueger
Printed Name

11/21/17
My Commission Expires

Personally Known ☒ OR Produced Identification _____ ID Produced: _____

ALL THAT CERTAIN, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), AS:

LOTS 1, 2, 3, 4, 5 AND THE WESTERLY 30.0 FEET OF LOTS 6, 7, 8, 9, AND 10 IN BLOCK 240.

GRAPHIC SCALE



I = CENTERLINE
 - - - - - = CRASH LINE FENCE
 A.C.P. = REINFORCED CONCRETE PILE
 (T) = TELEPHONE PEDestal
 (P) = ROAD POWER POLE

SURVEY NOTES:

- [illegible]

TREE LEGEND

[illegible]

THE INFORMATION SHOWN HEREIN MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPED IN CHAPTER 59-12, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTE.

☐ MICHAEL A. MANZOT, P.L.S. 4089
☐ GUY L. MELVIN, P.L.S. 4729

MANZIE & DRAKE LAND SURVEYING

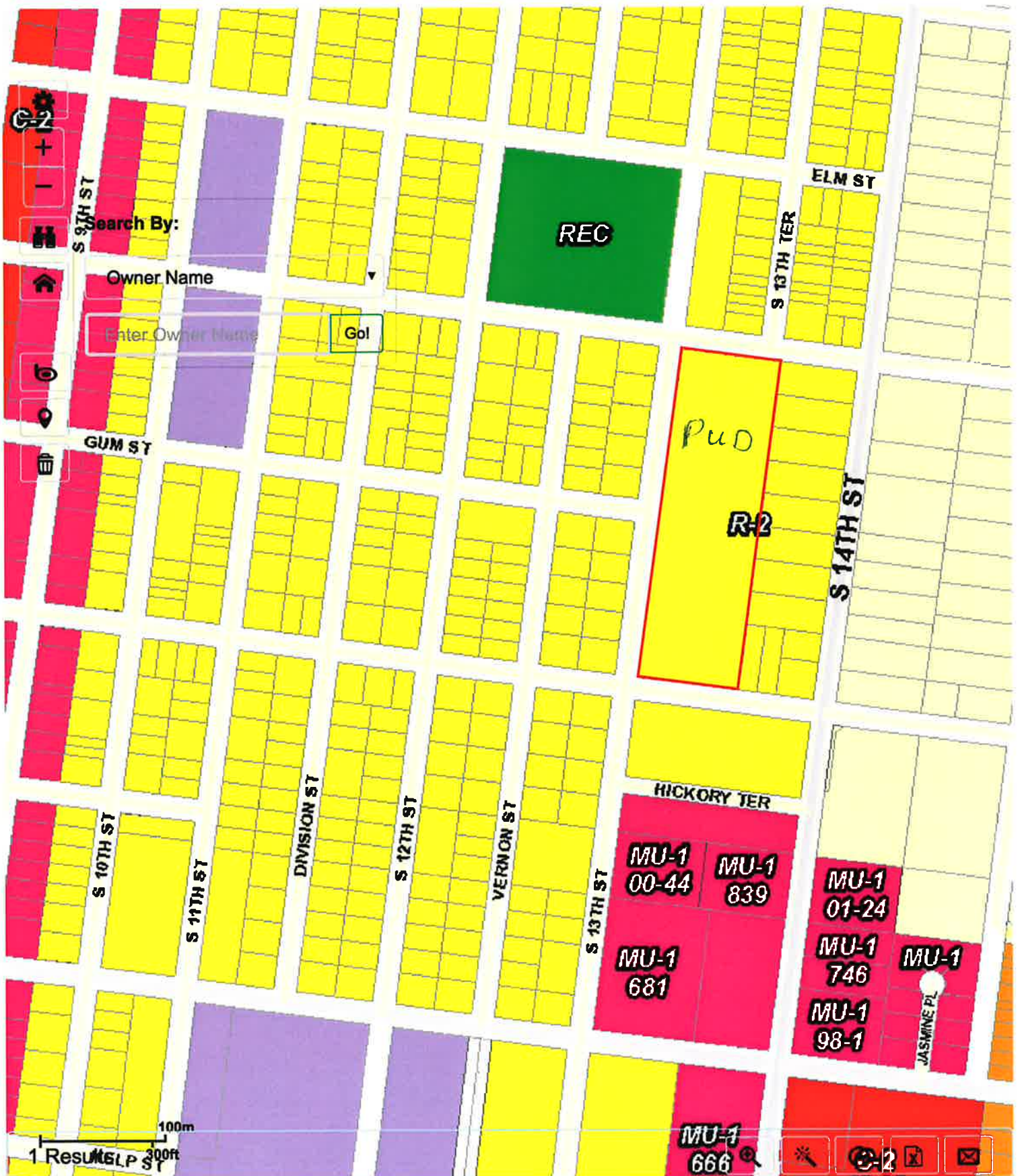
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE.
SEE YOUR SITE ON US."

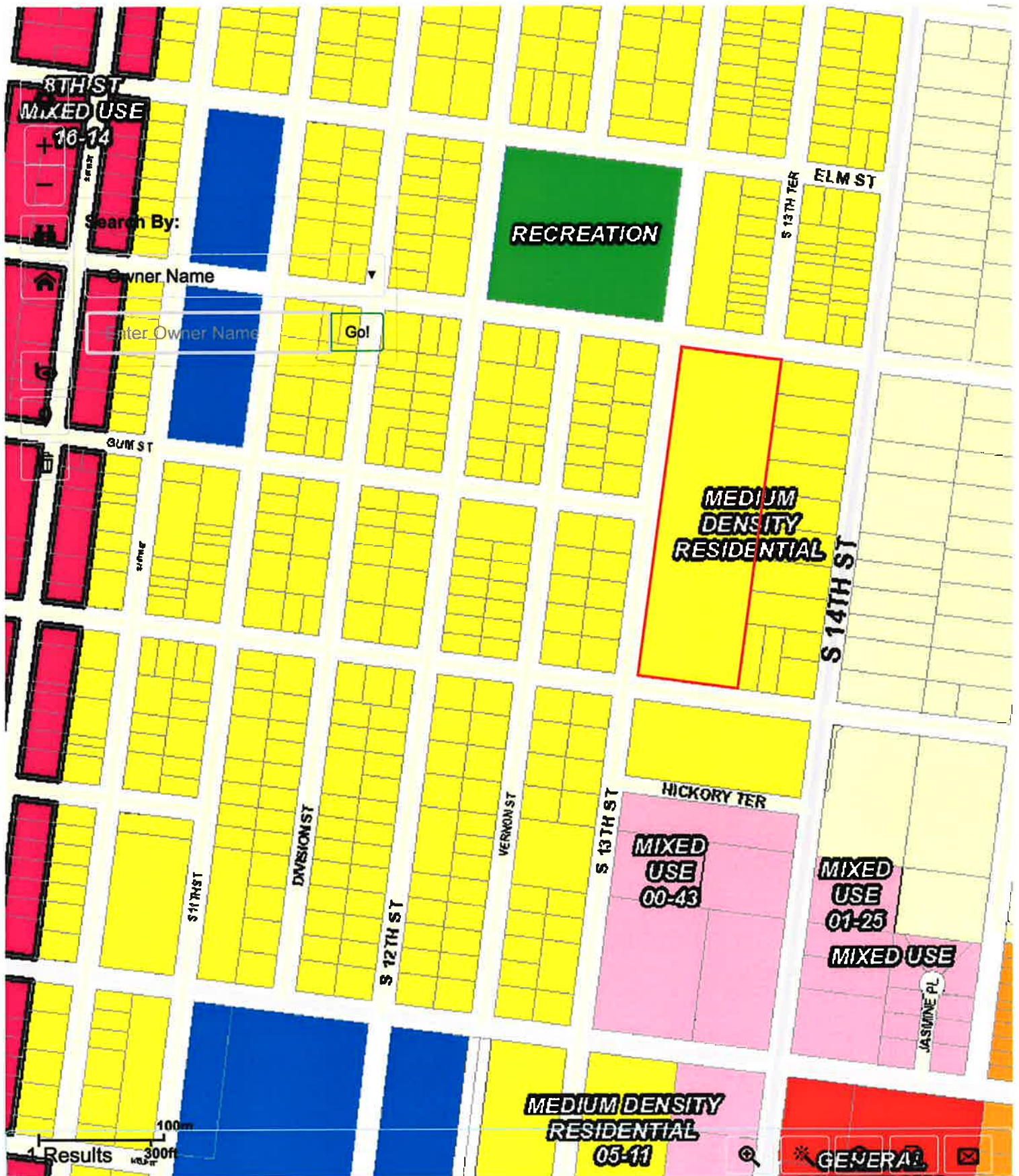
SEE YOUR SITES ON US.

SCALE: 1"=40' JOB NO: 19871 DATE: 02/08/17 CADD: BH
F.B. NO: X-313 PAGE NO: 3 FIELD CREW: CB FILE NO: C-782

ZONING



FLUM





Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

September 28, 2017

Mr. Marshall McCrary
Community Development Director
204 Ash Street
Fernandina Beach, FL 32034

Re: Letter of Intent – Hickory Ridge

Dear Mr. McCrary:

Gillette & Associates, Inc. is pleased to submit this Letter of Intent and associated application for a Planned Unit Development (PUD) named Hickory Ridge for approximately 5.1 acres located on South 13th Street within the Fernandina Beach City Limits. The property is bordered by three rights of ways (South 13th Street -west, Fir Street-north, Hickory Street-south) and scattered residential and park land. No wetlands are present on the subject property, as documented by a biologist who performed a site investigation.

The subject property is currently undeveloped and carries a Future Land Use Map designation of Medium Density Residential (MDR) and a zoning designation of R-2. The attached application requests a PUD overlay for 41 residential units and open space. This request complies with the underlying density of MDR.

The subject property is located adjacent to an attached affordable housing development, scattered single family development, City park and recreational land, and mixed use development one block to the south. The subject property is of sufficient size where creative design, including buffering where necessary, can be achieved for an infill type development in accordance with Comprehensive Plan Objective 1.04. This property also has the opportunity to provide a workforce housing element that is only available in a limited capacity within the City and would meet Comprehensive Plan Objectives 3.01.03, 3.01.05, 3.01.06, and 3.03. Water and sewer are available adjacent to the subject site.

The PUD will provide for multiple housing group types while also providing a unique “garden type” design. The existing R-2 zoning designation is a rigid residential zoning district that does not allow for this type of design flexibility. A reduction in setbacks is being requested in order to provide for additional tree preservation on site and allow for flexible housing product. In order to ensure the tree preservation goal is accomplished, a maximum building footprint of 1,100 sf is being proposed for the primary structure. A maximum 280 SF structure is being proposed for a garage element that is separate from the primary structure. This equates to a maximum aggregate building coverage of 1,380 SF per lot.

The total open space that is proposed to be dedicated and maintained by the Homeowners Association for the development is 2.0 acres or 39% of the site. If maximum buildout occurred on every lot in accordance with the proposed maximum lot coverage, an additional 0.38 acres of open space will be present on the 41 lots in aggregate. This would achieve an overall open space yield of over 46% for the entire site. It is highly unlikely full lot coverage will be achieved for each lot within the proposed development, resulting in open space in excess of 46% of the total site.

In order to provide guest parking, parking stalls have been added to each alleyway. Sidewalks will also be installed on the public rights of ways that abut the development.

It is the intent to add natural gas to the project and the houses will be served by underground power internal to the development.

In an effort to provide workforce housing, an economic analysis is presented below. This analysis is dependent on current economic conditions, which can change rapidly, but shows the good faith effort of this application to provide much needed workforce housing:

Economic Analysis:

Based on the Nassau County Economic Development Board website, the median annual household income is \$57,266 for the City of Fernandina Beach. This equates to \$4,772 per month. Families spending more than 30% of their monthly gross income on rent are considered overburdened. This equates to a 30% threshold of \$1,431 per month that can be spent on rent without being overburdened. We believe in the current interest rate environment and with the existing local economy, this project will offer families the option to purchase a single family dwelling unit and not be overburdened in accordance with the afore-mentioned definition.

An illustrative breakdown below of the entry level product within the development is described below:

Total Purchase Price: \$189,000

FHA Loan Amount: \$184,275

Current interest rate on 30-year mortgage: 4.125%

Total Monthly payment: \$895/month

Private Mortgage Insurance (0.75% of loan amount): \$115/month

Real Estate taxes (assumes 80% value and homestead exemption): \$165/month

Insurance: \$75/month

Total Monthly Cost: \$1,250/month

Please note that the purchase price above includes the following municipal impact fees:

\$3,280 water/sewer fees;
\$3,268 school impact fee;
\$3,059 municipal impact fees;
\$2,500 General and subcontractor building permit fees –

Total building permit cost with impact fees: \$12,107

This PUD is a real attempt at creating fee simple workforce housing in an area that is centrally located within the City. It is also consistent with surrounding development patterns and limits building footprint size in order to preserve existing site characteristics. Traditional zoning would not afford these options and would create much of the same development patterns that is present in the surrounding area. We believe this centralized development plan will also provide stability for housing prices in an area that has seen severe pricing declines in the past.

Also attached is information that describes the housing product proposed within the development. This is a general description of the architectural style proposed to be constructed, but may change based on buyer input.

We look forward to working with the City Staff and Board members on this project and feel it will be an asset to the community.

Sincerely,



Nick E. Gillette, P.E.
Principal/Engineer
Gillette & Associates, Inc.

(“HICKORY RIDGE”)

I. General Conditions:

The HICKORY RIDGE PUD consists of approximately 5.13 acres of land that is located between South 13th Street, Hickory Street and Fir Street in Fernandina Beach, Florida. The Hickory Ridge PUD will consist of forty one (41) total residential units. These units will be a mix of single family and duplex housing products to provide two different housing types. Open space will also be provided as part of the PUD.

- A. The Hickory Ridge PUD will be developed as delineated on the Preliminary Development Plan (attached hereto as Exhibit “B”). The Hickory Ridge PUD Preliminary Development Plan incorporates by reference the terms of these PUD Conditions and the Developer’s statements made in the related rezoning application, which collectively set forth the Developer’s written plan of development for the Hickory Ridge PUD, and which are intended to clearly demonstrate that approval of the Hickory Ridge PUD will benefit the community as a whole and fulfill the applicable policies of the Fernandina Beach Comprehensive Plan, and Ordinance 2006-14, as amended, the Fernandina Beach Zoning Code (the “Zoning Code”).
- B. The Developer may, at their discretion, develop the Hickory Ridge PUD in phases.
- C. All commons areas in the Hickory Ridge Subdivision will be constructed to serve the entire Hickory Ridge Subdivision and will be owned and controlled by one Homeowner’s Association (HOA).
- D. Within one (1) year after approval by the Fernandina Beach City Commission of the Hickory Ridge PUD Preliminary Development Plan, the Developer shall submit a final development plan for the Project to the Technical Review Committee for review. Upon expiration of the Hickory Ridge PUD, the zoning shall revert to R-2 zoning.
- E. The Developer may, at their discretion, simultaneously submit engineering plans for the Project as a whole for approval by the Technical Review Committee. The City Commission, upon request from the Developer and for good cause shown, may extend the one (1) year time period for submitting the final development plan. Such extension shall not exceed one (1) year.

- F. The location and size of all lots, roads, project entrances, recreation/open space and other areas shown on the Hickory Ridge PUD Preliminary Development Plan is conceptual such that the final location of any roads, project entrances, recreation/open space and other areas will be depicted on the final development plan and the final engineering plans so long as the changes do not constitute a Major Amendment to the PUD. However, a significant change to the location/size of the proposed open space or significant change to the location of roadways or transportation improvements will be considered a substantial deviation and will require approval from the Planning Advisory Board.

II. Specific Conditions:

A. Open Space and Common Areas.

1. Open space areas shall be provided for the project. The location of these areas is indicated on the Hickory Ridge Preliminary Development Plan. All common area open space for the applicable phase of the project shall be included in the final development plan of the Project.
2. Any active recreational facilities and accessory structures in the Project shall be subject to site plan approval by the Technical Review Committee and shall be constructed within the upland portion of the open space provided in the Preliminary Development Plan.
3. As shown on the Site Data Table in the Hickory Ridge Preliminary Development Plan, the Developer has committed approximately 2.0 acres of the Hickory Ridge PUD for use as active recreation and/or open space, and such calculation has been made in accordance with the requirements of the Zoning Code. Retention facilities may also be placed within this open space area. It is anticipated that dry retention facilities will be used throughout the entire development which will enhance tree preservation.
4. The open space areas and related maintenance and use restrictions shall be evidenced by recorded deed restrictions or recorded Declaration(s) of Covenants and Restrictions (collectively, the "Covenants and Restrictions"). All privately owned open space shall continue to conform to its intended use as shown in the final development plan and final engineering plans for the project.

5. The Hickory Ridge PUD shall be subject to the Recreation Impact Fees for Regional Parks unless cash and land or a combination thereof contributions are given to Fernandina Beach to satisfy concurrency requirements. The construction of onsite amenities and active recreation areas within the Hickory Ridge Subdivision will qualify for local park impact fee credits due to the provision local parks for the use by the residents.

B. Administration of Community Space and Facilities:

1. The Developer will administer common open space through the Hickory Ridge HOA and shall conform to the following requirements:
 - a. The Developer shall establish the applicable association or nonprofit corporation prior to the sale of any lots or units by the Developer to any third party within the Hickory Ridge PUD.
 - b. Membership in the association or nonprofit corporation shall be mandatory for all property owners within the Hickory Ridge PUD and the Hickory Ridge Subdivision governed by such entity.
 - c. The Developer may elect to form separate and/or multiple property owners and/or homeowners association within the Hickory Ridge PUD and Subdivision. If so, the Developer shall establish a master property owners and/or homeowners association for the Hickory Ridge Subdivision that shall be responsible for the maintenance of master drainage and open space areas, subject to the conditions set forth herein. All improvements including roads, master drainage facilities, storm sewers, etc. shall be completed and approved by Fernandina Beach before being transferred to any homeowners' organization or dedicated to the City of Fernandina Beach, as applicable.
 - d. The applicable association or nonprofit corporation shall manage all common areas, recreational and open space and recreational facilities that are not otherwise dedicated to the public and that are within the lands that are subject to

the jurisdiction of such association or nonprofit corporation; shall provide for the maintenance, administration and operation of such portions of the Hickory Ridge PUD and any other lands located within the Hickory Ridge PUD that is not publicly or privately owned; and shall secure adequate liability insurance governing such areas owned or operated by such association or nonprofit corporation.

C. Stormwater Facilities:

1. The Hickory Ridge PUD shall be served by a stormwater system, which shall adhere to the applicable standards of the St. Johns River Water Management District and City of Fernandina Beach for residential stormwater systems. If the Developer is able to treat and attenuate existing offsite stormwater flow through the onsite stormwater system, the project will get credited any applicable stormwater impact fees based on the offsite stormwater flow that is accommodated by the development.
2. All St. Johns River Water Management and Fernandina Beach permits for stormwater facilities shall be obtained by the Developer. The developer shall obtain an operating permit for these facilities.

D. Residential Development Standards:

1. The Hickory Ridge PUD shall include not more than forty one (41) dwelling units. This includes a mix of single family and duplex units as depicted on the Preliminary Development Plan (Exhibit "B"). Each duplex unit is considered to be two (2) lots of record for individual conveyance. Below are the site development standards:

(1) Minimum Lot Requirements:

(a) Minimum lot width: Thirty Six (36) feet (Single Family & Duplex)

(b) Maximum height: Thirty (30) feet (Single Family & Duplex)

(d) Maximum impervious area: Eighty-five percent (85%) (Single Family & Duplex)

(2) Minimum Required Yard Setbacks:

- | | | |
|-----|----------------------------|--------------------------------------|
| (a) | Front (Road side): | Five (5) feet; (Single Family) |
| | Front (Road side): | Five (5) feet; (Duplex) |
| (b) | Side yard: | Five (5) feet; (Single Family) |
| | | Five (5) feet -1 side; (Duplex) |
| | | Zero (0) feet other side; (Duplex) |
| (c) | Rear yard (Parkside): | Five (5) feet; (Single Family) |
| | | Five (5) feet; (Duplex) |
| (d) | Accessory Use (unenclosed) | 3 feet for all yards (Single Family) |

2. All screened pool enclosures, whether attached, semi-attached or detached from the principal building, shall adhere to a minimum yard setback requirement of three (3) feet and shall not be located in the front yard.

3. Accessory uses shall be permitted and shall not exceed 625 square feet of enclosed ground floor area. Permitted accessory uses include those identified in Table 2.02.03 of the Land Development Code, as amended, for the R-2 zoning classification, with the exception of Home Occupation. The building setbacks for all accessory uses, except as described above in Section II (D)(1)(2)(d), shall match the principal structure setbacks described in Section II(D)(1) of this document. Maximum building height for accessory structures shall be 25 feet.

E. Home Occupations: Home occupations shall be permitted with special exception (subject to supplemental standards), as granted individually by the City of Fernandina Beach.

F. Off-Street Parking & Loading: Residential development within the Hickory Ridge PUD shall be subject to the applicable off-street parking and loading required for such use, pursuant to Section 7.01.04 of the Land Development Code. This includes 2 off-street parking spaces per unit.

G. Signage:

1. The Hickory Ridge PUD may have project identification signage at all external entrances to the Hickory Ridge PUD. External entrance project identification signs shall not exceed fifty (50) square feet on each face. All project signs will be designed as ground-mounted signs or integrated into or mounted on landscape features such as walls and fences. All lighting of signs will be sign mounted or ground mounted units projecting onto the sign. The signs at each external project entrance or recreational area will be single faced or double faced and the external entrance signage may include one (1) separate sign, one (1) on each side of the entrance, not to exceed a total number of two (2) signs for the entire development.
2. Each open area within the Hickory Ridge PUD shall also be entitled to identification signage. Open space area identification signage shall not exceed ten (10) square feet on each sign face.
3. The location of signage shall be delineated on the site plan submitted to the Development Review Committee for approval.
4. Traffic and street name signage may include aesthetic framing. However, any applicable FDOT/Fernandina Beach standards for sign face, elevations, etc. shall be maintained by the Developer and/or homeowners' association as appropriate.
5. There is no other specific reserved signage approvals requested for the Hickory Ridge PUD. Home occupations, which are approved as a supplemental use as detailed herein, shall not be allowed any signage rights.

H. Sidewalks and Street Lights:

1. If acceptable to City Staff and the City Commission, the Developer will install a 5-foot wide sidewalk along the property frontage for Hickory Street, South 13th Street, and Fir Street.
2. Streetlights shall be provided along all alleys, as determined to be necessary. The Developer shall submit a lighting plan, demonstrating the location of streetlights, with final engineering plans for approval by the Technical Review Committee.

I. Amenities:

1. Developer will dedicate and/or construct the following amenities within the Hickory Ridge Subdivision:
 - a. Buffers shown on the Preliminary Development Plan

Developer may, at its option, construct additional amenities. All amenities constructed within the Hickory Ridge Subdivision, when operational, are intended to serve all homeowners within the Hickory Ridge subdivision.

J. Visual Screen/Buffer:

A visual screen/buffer shall be provided along all property boundaries, except where driveways or utility connections are shown, as depicted on the Preliminary Development Plan (Exhibit "B"). The buffer/screen may include a wood, wood composite, masonry wall, or vinyl fence, existing or planted landscaping, earth mounds or combination thereof so long as such measures shall provide at the time of installation a minimum of 85 percent opacity for that area between the finished grade level at the common boundary line and eight (8) feet above such level and horizontally along the length of all common boundaries.

K. Construction Standards:

1. Except as specifically provided herein, all development in the Hickory Ridge PUD shall be in accordance with Fernandina Beach's land development standards, and any applicable State

standards, in effect at the time of submittal of the Final Development Plans and/or Plat of record and any applicable utility providers standards with respect to any water, sewer, or electrical utilities for the Hickory Ridge PUD served by the City of Fernandina Beach or any other utility provider.

2. All utilities shall be located underground.

L. Temporary Uses:

1. One temporary rental office shall be allowed on the premises during construction.
2. The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Planned Unit Development Ordinance, including the Final Development Plan and PUD Conditions in any sales office located upon the Hickory Ridge PUD, which is available for inspection by project residents, including the posting for public viewing of the Final Development Plan in any sales office.
3. The siting of temporary construction trailers shall be allowed on the Hickory Ridge PUD during construction. The temporary construction trailers must be removed within thirty (30) days of completion of the improvements, for which the temporary construction trailers are being utilized, provided the right to temporary construction trailers shall continue until build-out of the project.

M. Alterations:

Changes in the location of the road(s), project entrances, stormwater system improvements, and to the boundaries, size and configuration of lots and Recreation/Open Space areas, as depicted on the Hickory Ridge PUD Preliminary Development Plan to accommodate environmental, permitting and design factors, conditions and requirements of the Developer is allowed, so long as the change does not constitute a Major Amendment to the PUD, provided the integrity of the original application is maintained and provided the same shall be finalized by the Developer during final engineering plan approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.

N. Ownership and Maintenance:

1. The Hickory Ridge PUD and related uses/facilities associated therewith (other than individual lots), will be owned, maintained and or operated as follows:
 - a. Any areas associated with the development (i.e., recreation/open space areas, signage, landscape, stormwater systems, etc.) will be managed through a homeowners association(s) and/or a property owners association(s).
 - b. To ensure that all of the recreation and open space areas described in these PUD Conditions and depicted in the approved Hickory Ridge Preliminary Development Plan for any phase of the project will be used as intended, the Covenants and Restrictions described above will contain provisions consistent with terms of these PUD Conditions and any deed from the Developer to third party purchasers in the project will incorporate such Covenants and Restrictions by reference to the Covenants and Restrictions in each deed.
 - c. Such deed restrictions created by the Covenants and Restrictions shall run with the land in order to protect both present and future property owners within the Hickory Ridge PUD. The deed restrictions created by the Covenants and Restrictions shall prohibit the partition of any open space areas. The water/sanitary sewer improvements will be the responsibility of the private utility company, which provides service for this area, which is currently the City of Fernandina Beach.

O. Access:

1. Access to and from the Hickory Ridge PUD will be provided from Hickory Street, South 13th Street, and First Street as shown on the Preliminary Development Plan.
2. The location of all external and internal project entrances, accesses and roadways may change based on environmental, permitting and design factors, conditions and requirements

of the Developer, so long as the changes do not constitute a Major Amendment to the PUD. The Developer will finalize the location of all external project entrances, accesses and roadways during the final engineering approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.

3. Model home building permits will be issued upon installation of all necessary water mains and fire hydrants, and stabilization of all roadways internal to the development, and plat recording. Up to 10% of the total lots for each phase of the development may be issued as model lots; however, Certificates of Occupancy will not be issued for these models until all improvements for that phase are complete.
4. Each dwelling unit or other permitted use shall be provided access, either directly or indirectly, by a public right-of-way, private vehicular or pedestrian way or commonly owned easement.
5. City owned vehicles shall be permitted access on privately owned roads, easements and common open spaces in order to perform basic City services such as fire and police protection, emergency service needs of PUD residents, and site inspection by Fire-Rescue, Community Development, Engineering and Code Enforcement departments to monitor adherence to City regulations and the conditions contained herein.
6. The proposed rights of ways are to be a minimum of 30 feet in width and shall be dedicated to the City of Fernandina Beach for use and maintenance upon completion and acceptance by the City. The right of way reduction beyond typical City standards is proposed to accomplish the following:
 - a. Alley design resulting in less impervious area;
 - b. Introduction of more open space into the development; and
 - c. Greater tree retention due to less impacted area

All roads will be constructed to City standards and will be subject to traditional testing and

inspections methods commonly performed by the City and described within the City Land Development Code.

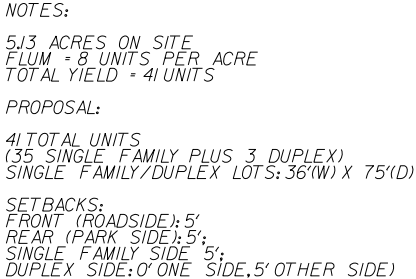
- P. Notification: The Applicant shall incorporate into the covenants and restrictions notification to all property owners that they are living in a Planned Unit Development (PUD).

III. Justification for Planned Unit Development Classification for this Project and Approval of the Preliminary Development Plan:

The proposed project allows for development of the Hickory Ridge PUD for mixed residential uses in a manner that warrants flexibility in the application of land use controls for Fernandina Beach, Florida consistent with the intent of Section 2.02.02 of the Fernandina Beach Land Development Code. The project design is also in harmony with the general purpose and intent of the Fernandina Beach Comprehensive Plan. The design and layout of the Hickory Ridge Planned Unit Development (PUD) requirements:

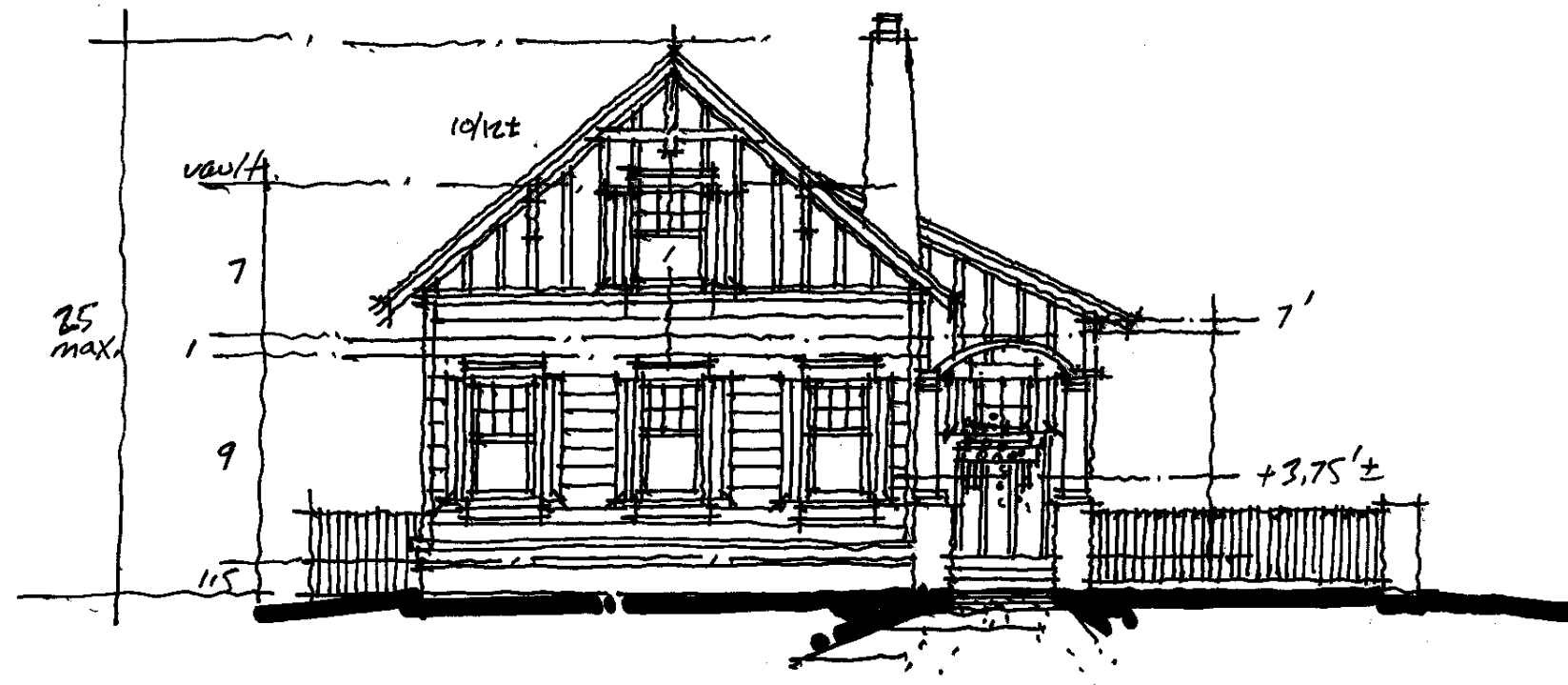
1. Does not increase the density provided within the existing Future Land Use Map designation of Medium Density Residential;
2. Provides workforce housing within the City of Fernandina Beach in keeping with surrounding land uses;
3. Provides additional buffering beyond what is required between the proposed development and existing development;
4. Cluster development allows greater tree retention than existing R-2 single family development would provide;
5. Garden style type development allows for units to abut open space areas;
6. Is located within walking distance to three (3) existing schools;
7. Is located within an area with adequate infrastructure and similar residential uses;

8. Enhances the appearance of the area through preservation of natural features, the provision of underground utilities, where possible, and the provision of open space areas in excess of existing Zoning Code and subdivision requirements;
9. Provides an environment of stable character compatible with the surrounding areas; and
10. The Hickory Ridge PUD Preliminary Development Plan which incorporates by reference the terms of these PUD Conditions and the statements made by the Developer in the related rezoning application includes the criteria required for the Fernandina Beach Planning Advisory Board and the Fernandina Beach City Commission to review and approve the Hickory Ridge PUD Preliminary Development Plan.



G & A⁺
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

CONCEPTUAL SITE PLAN



"A"

15-10-18

15-10-18

NO	BY	DATE	REVISION
1	AG	1-7-18	Revised sewer connections and bore
2	AG	1-25-18	Revised to address LORP/PRMD comments

Scale:	
Project Mgr:	NG
Designed by:	NG
Drawn by:	AD
QA/QC:	AG

Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Certificate of Authorization No. 9332
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A⁺
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

SOUTH 13TH STREET AMELIA ISLAND

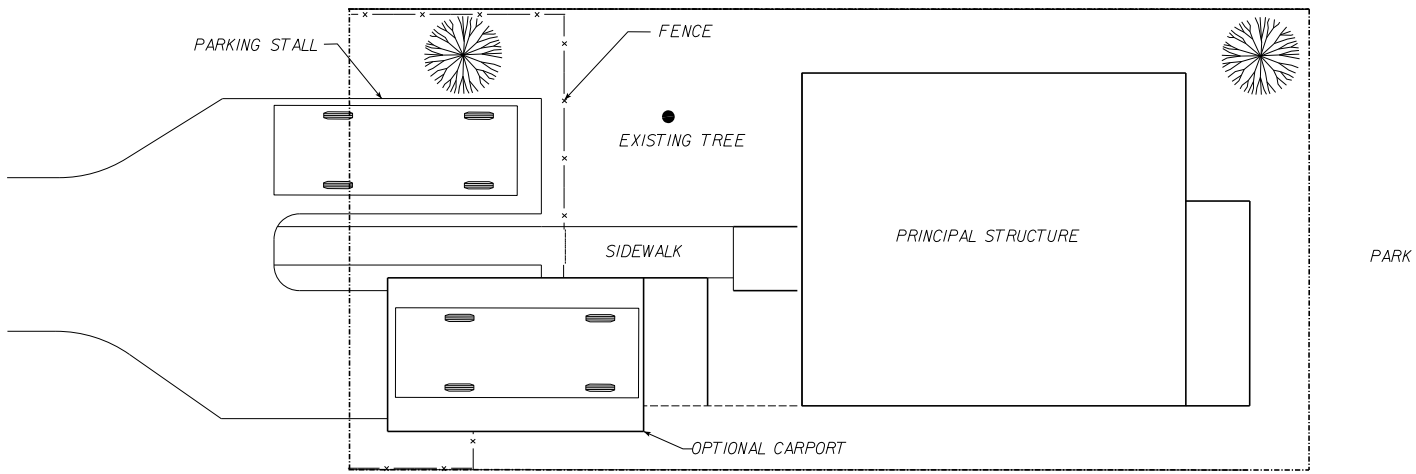
SIMMONS 9, LLC

CONCEPTUAL LOT SITE PLAN

Registered Professional

SHEET NO. CLSP-1
Drawn By: <u>AG</u>
Issue Date: FEBRUARY 2017
Project No.: 15-10-18

S. 13TH STREET



From: [Nick Gillette](#)
To: [Marshall, D. McCrary](#); [Kelly Gibson](#)
Cc: [Jay Mock](#)
Subject: Resubmittal - Hickory Ridge PUD
Date: Thursday, September 28, 2017 1:50:52 PM
Attachments: [Hickory Ridge Application resubmittal - 9-28-17.pdf](#)

Please find attached an updated submittal for Hickory Ridge.

The revised information includes:

1. Added guest parking in alleys;
2. Added language for duplex lots to ensure that each duplex unit has 2 lots of record;
3. Slight reduction in building setbacks to ensure that if we attach the garage to the primary structure via a breezeway, we don't fail setbacks;
4. Added maximum building footprint language for tree preservation;
5. Added language and setbacks for unenclosed accessory structures (carports);
6. Added a concept house elevation from John Cotner. This is conceptual to show general housing type. The elevation is 2-story, but most houses will be 1 story but will follow the general style presented;
7. Generalized lot layout plan with generalized fence locations. A shorter fence (wood/plastic) is what is being contemplated; and
8. Economic Analysis for affordable housing. We figured it was much clearer to show how we can meet the affordable definition instead of simply stating it. It also shows the variables that affect the end result like interest rates and impact fees. We felt it was good to lay everything out so there isn't any confusion on what it takes and what we feel we can deliver on an entry-level basis.

I hope this satisfies everything you are looking for.

We are finalizing the tree survey but are a few weeks away. We have provided all of the tree information that we have to show how we can move building footprints around and save trees.

Thanks.

Nick E. Gillette, P.E.
Principal/Engineer
Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
904-261-8819 – P



SEP 15 AM 11:34

Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

September 15, 2017

Mr. Marshall McCrary
Community Development Director
204 Ash Street
Fernandina Beach, FL 32034

Re: Letter of Intent – South 13th Street Property

Dear Mr. McCrary:

Gillette & Associates, Inc. is pleased to submit this Letter of Intent and associated application for a Planned Unit Development (PUD) for approximately 5.1 acres located on South 13th Street within the Fernandina Beach City Limits. The property is bordered by three rights of ways (South 13th Street -west, Fir Street-north, Hickory Street-south) and scattered residential and park land. No wetlands are present on the subject property, as documented by a biologist who performed a site investigation.

The subject property is currently undeveloped and carries a Future Land Use Map designation of Medium Density Residential and a zoning designation of R-2. The attached application requests a PUD overlay for 41 residential units and open space.

The subject property is located adjacent to an attached affordable housing development, scattered single family development, City park and recreational land, and mixed use development one block to the south. The subject property is of sufficient size where creative design, including buffering where necessary, can be achieved for an infill type development in accordance with Comprehensive Plan Objective 1.04. This property also has the opportunity to provide a workforce housing element that is only available in a limited capacity within the City and would meet Comprehensive Plan Objectives 3.01.03, 3.01.05, 3.01.06, and Objective 3.03. Water and sewer are available adjacent to the subject site.

The PUD will provide for multiple housing group types while also providing a unique “garden type” design. The existing R-2 zoning designation is a rigid residential zoning that does not allow for this type of design flexibility.

We look forward to working with the City Staff and Board members on this project and feel it will be an asset to the community.

Sincerely,

Nick E. Gillette, P.E.
Principal/Engineer
Gillette & Associates, Inc.