



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
AUGUST 7, 2018
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend James Tippins, Baptist Medical Center Senior Chaplain.

4. PROCLAMATION / PRESENTATIONS

4.1 PROCLAMATION - MAINTENANCE, STORMWATER, AND UTILITIES DEPARTMENTS
- Recognizes the Maintenance, Stormwater, and Utilities Departments for providing critical citizen services.

4.2 PRESENTATION - BOARD OF ADJUSTMENT - *City Planner II Jacob Platt and Chair Matthew Miller will present an overview of the Board of Adjustment.*

4.3 PRESENTATION - AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL (TDC) - *Amelia Island Tourist Development Council President Mr. Gil Langley will provide a presentation related to TDC efforts.*

4.4 PRESENTATION – PROPOSED FY 2018/2019 BUDGET – *City Manager Martin will provide a presentation regarding the proposed FY 2018/2019 budget.*

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 2018-104 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 BUDGET AMENDMENTS - POLICE AND STREETS - RESOLUTION 2018-105 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer of \$20,000 from Police Part-Time Salaries account to the Police Repairs Maintenance Vehicle account and a transfer of \$30,000 from the Streets Contractual account to the Streets Repairs Maintenance Vehicle account.*

7. RESOLUTIONS

- 7.1 **LINE OF CREDIT NOTE, SERIES 2018 - MARINA -** RESOLUTION 2018-103 AUTHORIZING THE ISSUANCE OF ITS CITY OF FERNANDINA BEACH, FLORIDA LINE OF CREDIT NOTE, SERIES 2018, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,600,000 TO REIMBURSE AND FUND CAPITAL IMPROVEMENTS INCLUDING CERTAIN IMPROVEMENTS TO THE CITY OWNED MARINA; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM CERTAIN FEMA REIMBURSEMENTS AND FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH NOTE "BANK QUALIFIED" STATUS; PROVIDING FOR THE RIGHTS, SECURITIES, AND REMEDIES FOR THE OWNERS OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE. *Synopsis: Approves the execution of various documents pertaining to the Line of Credit Note, Series 2018.*
- 7.2 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION -** RESOLUTION 2018-106 AUTHORIZING JOINT PARTICIPATION AGREEMENT (JPA) #43803519419 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION OF A NEW FUEL FARM FACILITY AT THE NEW TERMINAL FACILITY AT THE FERNANDINA BEACH MUNICIPAL AIRPORT. *Synopsis: Authorizes FDOT Joint Participation Agreement #43803519419 in the amount of \$56,250 for the design and construction of a new fuel farm facility at the Fernandina Beach Municipal Airport.*
- 7.3 **PROPOSAL APPROVAL - WEATHERPROOFING TECHNOLOGIES, INC. / BUDGET AMENDMENTS - LIBRARY -** RESOLUTION 2018-107 APPROVING WEATHERPROOFING TECHNOLOGIES, INC (A SUBSIDIARY OF TREMCO INC) TO PERFORM ROOF REPAIRS TO THE BUILDING AT 25 NORTH 4TH STREET IN AN AMOUNT NOT TO EXCEED \$34,350; APPROVING AMENDMENTS TO THE LIBRARY BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves hiring Weatherproofing Technologies, Inc. for repairs at 25 North 4th Street, and approves the following budget amendments transferring \$34,350 to the Library Repair/Maintenance Building account from various accounts.*
- 7.4 **AWARD OF BID #18-16 - OTAK GROUP, INC -** RESOLUTION 2018-108 AUTHORIZING THE AWARD OF BID #18-16 TO OTAK GROUP, INC. FOR REPAIRS TO THE MARINA BOATERS LOUNGE AND BATHHOUSE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the award of Bid #18-16 to OTAK Group, Inc. in the amount of \$30,789.*
- 7.5 **BUDGET AMENDMENT - PARKS AND RECREATION -** RESOLUTION 2018-109 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer of \$18,000 from Parks Capital Improvements to MLK Capital Improvements account.*
- 7.6 **AMENDING RESOLUTION 2017-169 - WITT O'BRIEN'S, LLC / BUDGET AMENDMENT - MARINA -** RESOLUTION 2018-110 AMENDING RESOLUTION 2017-169 RELATING TO THE ACCOUNTING FOR THE WITT O'BRIEN AGREEMENT; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the accounting as specified in Resolution 2017-169, extending the use of Witt O'Brien's services to all departments/funds using their respective Professional Services account. Also approves a transfer of \$10,000 to the Marina Professional Services account from the Marina Operating Supplies account.*

- 7.7 **AUTHORIZATION TO DEFEND - DENNIS T. HUTTO - RESOLUTION 2018-111** AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of if necessary, and defend the City of Fernandina Beach in the matter of Dennis T. Hutto v. City of Fernandina Beach, Case No.:2018-CA-253 in the Fourth Judicial Circuit Court in and for Nassau County, Florida.*
- 7.8 **CITY COMMISSION RULES OF PROCEDURE AMENDMENT - RESOLUTION 2018-112** AMENDING RULES OF PROCEDURE FOR THE CITY COMMISSION BY PROVIDING FOR RESTRICTIONS ON ADDING AGENDA ITEMS WITH SHORT NOTICE; PROVIDING FOR DEADLINES FOR INFORMATION SUBMITTED BY COMMISSIONERS FOR REVIEW AT COMMISSION MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the amendment of the City Commission Rules of Procedure.*

8. ORDINANCES - FIRST READING

- 8.1 **CODE AMENDMENT - BUSES - ORDINANCE 2018-19** REGULATING BUS PARKING AND TOURS IN THE HISTORIC DISTRICTS OF THE CITY; CREATING SECTION 70-191 PROVIDING FOR DEFINITIONS; CREATING SECTION 70-192 PROVIDING FOR RESTRICTED BUS PARKING; CREATING SECTION 70-193 PROVIDING FOR RESTRICTED BUS TOURS IN HISTORIC DISTRICTS; CREATING SECTION 70-194 PROVIDING FOR BUS IDENTIFICATION AND MARKINGS; CREATING SECTION 70-195 PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Creates various sections in the City Code pertaining to buses.*
- 8.2 **CODE AMENDMENT - BEACH PARKING AND BEACH DRIVING PERMITS - ORDINANCE 2018-20** AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; AMENDING SECTION 90-48 BY ELIMINATING BEACH DRIVING PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Section 90 of the City Code by eliminating limited (no more than fifteen annually) beach driving permits.*

9. BOARD APPOINTMENTS

- 9.1 **HISTORIC DISTRICT COUNCIL - one appointment.**
- 9.2 **PARKS AND RECREATION ADVISORY COMMITTEE - one appointment.**
- 9.3 **MARINA ADVISORY BOARD - three appointments.**

10. CITY COMMISSION DISCUSSION / DIRECTION

- 10.1 **FLAG DISPLAY AND PROTOCOL REQUIREMENTS ON CITY OWNED LAND AND BUILDINGS - This item is placed on the agenda at the request of Vice Mayor Kreger.**
- 10.2 **DONATION OF REAL CITY PROPERTY FOR THE PURPOSE OF CONSTRUCTING AFFORDABLE HOUSING - This item is placed on the agenda at the request of Vice Mayor Kreger.**
- 10.3 **BEACH MATTERS - SADLER ROAD BEACH ACCESS EMERGENCY PREPAREDNESS PLAN AND ANCILLARY BEACH PARKING LOCATION(S) - This item is placed on the agenda at the request of Commissioner Ross.**

10.4 CENTRAL BUSINESS DISTRICT - FEE IN LIEU OF PROVIDING ON-SITE PARKING -

This item is placed on the agenda at the request of Commissioner Ross.

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. 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
Maintenance, Stormwater, and Utilities Departments

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing the Maintenance, Stormwater and Utilities Departments. Members of the Maintenance, Stormwater and Utilities Departments will be in attendance to accept the Proclamation.

This item is placed on the agenda at the request of Vice Mayor Kreger.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 07/23/2018

Dale Martin, City Manager 07/27/2018

Caroline Best

Date: June 25, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, founded in 1887, the Public Works Department employed three people whose roles and responsibilities included “water works, illuminating works, draining lots, the opening and building of streets, City market and public wharves”; and

WHEREAS, more than 131 years later, the Public Works Department is now known as the Maintenance Department, Stormwater Department, and the Utilities Department; the Divisions within these departments are Streets, Parks, Fleet, Facilities Water, and Wastewater. Collectively the departments employ over sixty hard-working employees whose roles and responsibilities have dramatically changed since 1887; and

WHEREAS, the Maintenance Department is responsible for maintaining a fleet of over 200 vehicles, 70 City buildings, 108 miles of streets and sidewalks, 31 parking lots, 500 acres of park space, over 40 beach accesses, over 7,000 trees, and 900 traffic control signs; and

WHEREAS, the Utilities Department is responsible for pumping over 100,000,000 gallons of water per month through six deep wells and maintains a distribution system for over 9,300 water accounts which services 20,000 residents and visitors. The Utilities Department is also responsible for treating over 50,000,000 gallons of wastewater per month through thirty-three lift stations and one central plant; and

WHEREAS, the Stormwater Department is responsible for cleaning and maintaining three stormwater ponds, one pump station, 1,453 drainage structures and over 65 miles of pipe; and

WHEREAS, similar to first responders, these Department services must be provided twenty-four hours a day. Employees shelter in place during hurricanes in order to restore crucial services and clear roads of downed trees and debris. Their multi-jurisdictional coordinated activities help ensure City residents a safe and timely return to their homes. Like Police and Fire, these essential public safety Departments are responsible for providing critical support for approximately fifty Special Events each year; and

WHEREAS, the multitude of services provided by the Maintenance, Stormwater and Utilities Departments are executed efficiently, professionally, and with crisp attention to detail, is at the core of our City’s persistent work to provide a level of service which exceeds the expectations of residents and visitors alike.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, along with my fellow Commissioners, do hereby express sincere gratitude to the:

**“MAINTENANCE, STORMWATER, AND UTILITIES
DEPARTMENTS”**

for their outstanding dedication and exemplary work in providing critical City services for the past 131 years.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 7th day of August, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Amelia Island Tourist Development Council

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Amelia Island Tourist Development Council President Mr. Gil Langley will provide a presentation related to TDC efforts.

This item is placed on the agenda at the request of Commissioner Ross.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 07/30/2018

Submitted By:

Caroline Best

Caroline Best, City Clerk

Date: July 18, 2018

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Proposed FY 2018/2019 Budget

ITEM TYPE: Presentation

REQUESTED ACTION: None

SYNOPSIS: City Manager Martin will provide a presentation regarding the proposed FY 2018/2019 Budget.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 07/30/2018

Date: July 24, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2018-104
Disposal of Surplus Property

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-104

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 2018-78) require that the City Commission declared titled vehicles and equipment as surplus prior to proceeding with disposal. These items will be auctioned off by competitive bid.

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

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-104.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	07/17/2018
Nicole Bednar, Administrative Services Manager	07/26/2018
Dale Martin, City Manager	07/27/2018
Patti Clifford, Comptroller	07/27/2018
Tammi E. Bach, City Attorney	07/30/2018
Katie Newton, Legal Assistant	07/30/2018

Submitted By: _____ Date: July 17, 2018
Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2018-104

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 #2018-78 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 7th day of August, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

Exhibit A

[illegible]

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-105
Budget Amendments - Police and Streets

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-105

SYNOPSIS: It is anticipated that both the Police and Streets departments will exceed their respective budgets for Repairs Maintenance Vehicle Parts. Staff recommends amending the FY 2017/2018 budget by transferring \$20,000 to the Police Repairs Maintenance Vehicle Parts account and \$30,000 to the Streets Repairs Maintenance Vehicle Parts account.

FISCAL IMPACT: Funds in the amount of \$20,000 are available for transfer from the Police Part-Time Salaries, 0012100 51350 and \$30,000 is available for transfer from the Streets Contractual account, 0014100 53400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-105.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	07/17/2018
Nicole Bednar, Administrative Services Manager	07/27/2018
Dale Martin, City Manager	07/27/2018
Patti Clifford, Comptroller	07/27/2018
Tammi E. Bach, City Attorney	07/30/2018
Katie Newton, Legal Assistant	07/30/2018

Date: July 09, 2018

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2018-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to Code Section 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500; and

WHEREAS, the Vehicle Parts accounts for two departments, Police and Streets, will require additional funds for the balance of the fiscal year; and

WHEREAS, staff recommends amending the budget by transferring \$20,000 from the Police Part-Time Salaries account, 0012100 51350, to the Police Vehicle Parts account, 0012100 54640 and transferring \$30,000 from the Streets Contractual account, 0014100 53400, to the Streets Vehicle Parts account, 0014100 54640.

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 above referenced budget amendments.

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

ADOPTED this 7th day of August, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-103
Marina Line of Credit Note, Series 2018

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-103

SYNOPSIS: The City issued RFP 18-13 on May 25, 2018, to solicit proposals for a Tax-Exempt, Bank Qualified Non Revolving Line of Credit. The City's Financial Advisor developed the Request for Proposals and the City received four qualified proposals. The City's Financial Advisor and City staff recommend accepting the proposal from BB&T.

FISCAL IMPACT: Proceeds of the Line of Credit will be used primarily for the repair and replacement of the City owned Marina damaged as a result of Hurricane Matthew and other improvements to the Marina. The line of credit has a three-year term with a variable interest rate.

This debt issuance was included in Fiscal Year 2017/2018 budget, and debt service (interest) is included in the Fiscal Year 2018/2019 budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-103.

Nicole Bednar, Administrative Services Manager	07/26/2018
Dale Martin, City Manager	07/30/2018
Tammi E. Bach, City Attorney	07/31/2018
Katie Newton, Legal Assistant	07/31/2018

Date: July 16, 2018

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2018-103

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS CITY OF FERNANDINA BEACH, FLORIDA LINE OF CREDIT NOTE, SERIES 2018, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,600,000 TO REIMBURSE AND FUND CAPITAL IMPROVEMENTS INCLUDING CERTAIN IMPROVEMENTS TO THE CITY OWNED MARINA; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AND FROM CERTAIN FEMA REIMBURSEMENTS AS PROVIDED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH NOTE "BANK QUALIFIED" STATUS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law (collectively, the "Act").

SECTION 2: DEFINITIONS. The following words and phrases shall have the following meanings when used herein:

"Ad Valorem Revenues" means all revenues of the Issuer derived from the levy and collection of ad valorem taxes that are allocated to and accounted for in the General Fund.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Owner is lawfully closed.

"City Attorney" means the City Attorney or assistant City Attorney of the Issuer, or any special counsel appointed by the City Commission of the Issuer.

"City Manager" means the City Manager of the Issuer, or deputy, interim or acting City Manager of the Issuer.

"Clerk" means the City Clerk or assistant City Clerk of the Issuer, or such other person as may be duly authorized by the City Commission of the Issuer to act on his or her behalf.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Comptroller" means the Comptroller of the Issuer or any assistant or deputy Comptroller of the Issuer.

"General Fund" means the "General Fund" of the Issuer as described and identified in the Comprehensive Annual Financial Report of the Issuer.

"FEMA Reimbursements" means the funds received by the Issuer from Federal Emergency Management Agency Public Assistance Grant Program and the State of Florida, Division of Emergency Management for up to 87.5% of the cost of the covered repairs to the Issuer's marina damaged by Hurricane Matthew.

"Issuer" means the City of Fernandina Beach, Florida.

"Lender" means Branch Banking and Trust Company and its successors and assigns.

"Maturity Date" means the date so defined in the delivered Note which date is not later than July 1, 2021.

"Maximum Principal Amount" shall mean Six Million Six Hundred Thousand Dollars (\$6,600,000).

"Mayor" means the Mayor of the Issuer, or in his or her absence or inability to act, the Vice Mayor of the Issuer or such other person as may be duly authorized by the City Commission to act on his or her behalf.

"Non-Ad Valorem Revenues" means all revenues of the Issuer other than Ad Valorem Revenues, and which are lawfully available to be used to pay debt service on the Note.

"Note" means the Note of the Issuer authorized by Section 4 hereof.

"Owner" or *"Owners"* means the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

“Pledged Revenues” means the Non-Ad Valorem Revenues budgeted and appropriated for the payment of the Note and the FEMA Reimbursements, as provided herein.

“Principal Office” means, with respect to the Lender, the office located at 200 West Forsyth Street, Suite 500, Jacksonville, Florida 32202, or such other office as the Lender or future Owners may designate to the Issuer in writing.

“Project” means certain capital improvement projects, including the repair and replacement of the Issuer owned Marina, as may be on file with the Clerk from time to time.

“Requisition” means a written request for disbursement from the Maximum Principal Amount of the Note signed by the Comptroller in the form attached hereto as Exhibit D.

“Resolution” means this Resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

“State” means the State of Florida.

SECTION 3: FINDINGS.

(A) For the benefit of its citizens, the Issuer finds, determines, and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its citizens to undertake the Project. Issuance of the Note to finance the Project satisfies a paramount public purpose.

(B) Debt service on the Note will be secured by the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues and by a pledge of the Pledged Revenues as provided herein.

(C) Debt service on the Note and all other payments hereunder shall be payable solely from Pledged Revenues in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer, except the Pledged Revenues.

(D) It is estimated that Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on Note and all other payment obligations hereunder.

(E) The Issuer, after soliciting proposals in response to a request for loan proposals distributed by the Issuer on May 25, 2018 and receiving multiple responses complying with the structure described in such request, has selected the Lender to purchase the Note.

(F) The Issuer desires to make such determinations as are required to afford the Note "bank qualified" status for purposes of Section 265(b)(3) of the Code.

SECTION 4: AUTHORIZATION OF NOTE. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as City of Fernandina Beach, Florida Line of Credit Note, Series 2018 is hereby authorized to be issued under and secured by this Resolution, in the principal amount of not to exceed \$6,600,000 for the purpose of providing funds to finance the Project and pay the costs of issuing the Note.

Because of the draw-down and variable interest rate characteristics of the Note and prevailing market conditions, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Note at a private negotiated sale. Prior to the issuance of the Note, the Issuer shall receive from the Lender a Lender's Certificate, substantially in the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit C.

In consideration of the purchase and acceptance of the Note authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Lender and any subsequent Owner.

SECTION 5: DESCRIPTION OF THE NOTE. The Lender is making a loan to the Issuer that is evidenced by the Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

(A) **Form of the Note.** The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(B) **Interest Rate.** The Note shall bear interest at a variable rate as described in the Form of the Note attached hereto as Exhibit A, subject to adjustment as described therein. Interest shall be calculated on an actual/360 day basis.

(C) **Interest and Principal Payment Dates.** Interest on the Note shall be paid semi-annually on the first day of each January and July, commencing January 1, 2019. A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest on the Note, shall be due and payable in full on the Maturity Date.

(D) **Prepayment of the Note.** The Note shall be subject to prepayment as described in the Note. No presentment or delivery shall be required for prepayment, interest or principal installment payments on the Note.

(E) **Amount of the Note.** The outstanding principal of the Note shall be increased by the amount advanced by the Owner upon each Requisition, provided, however, the principal amount available to be drawn on the Note shall not exceed the Maximum Principal Amount. Unless an Event of Default has occurred and not been cured, amounts advanced (each an "Advance") under the Note shall be made upon receipt of a Requisition no more often than once per month, unless the Owner in its sole discretion agrees to more advances, and in minimum amounts of \$50,000 and any increment of \$0.01 in excess thereof, unless the Owner in its sole discretion agrees to a different amount, and provided that the initial advance and the final advance hereunder may be for any amount. The Owner shall make each Advance to the Issuer in immediately available funds by deposit into such account or accounts as shall be specified in the Requisition. An amount that has been advanced under the Note and then repaid shall not be again advanced under the Note. Amounts must be drawn prior to July 1, 2021.

SECTION 6: EXECUTION; REGISTRATION AND EXCHANGE OF NOTE; PERSONS TREATED AS OWNERS. The Note shall be executed in the name of the Issuer by its Mayor and attested by its Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Note shall cease to be such officer or officers of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as if the persons who signed or sealed such Note had not ceased to hold such offices. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office, although at the date of such execution of the Note such person may not have held such office or may not have been so authorized.

The Note is initially registered to the Lender. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note is issued in a single denomination equal to the principal amount due under the Note and may not be transferred except in whole.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 7: PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION.

The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from and secured solely by the Pledged Revenues in accordance with the terms hereof. No holder of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Note or be entitled to payment of the Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8: COVENANT TO BUDGET AND APPROPRIATE. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until appropriated for payment on the Note. The Issuer further acknowledges and agrees that the obligations of the Issuer to include such amounts in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments); provided the Issuer hereby covenants not to hereafter pledge such Non-Ad Valorem Revenues to the payment of obligations if such pledge will result in insufficient Non-Ad Valorem Revenues being available to meet the Issuer's obligations under this Resolution and the Note. Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted and appropriated as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer, other than the Pledged

Revenues, and no holder of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Issuer to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues in the General Fund to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

SECTION 9: AMENDMENT. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note except with the written consent of the Owner of the Note.

SECTION 10: LIMITATION OF RIGHTS. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

SECTION 11: NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for the mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

SECTION 12: IMPAIRMENT OF CONTRACT. The Issuer covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any

ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

SECTION 13: BUDGET AND FINANCIAL INFORMATION; OTHER COVENANTS.

At no cost to the Owner, while the Note remains outstanding, the Issuer shall provide the Owner such information it may reasonably request. At no cost to the Owner, while the Note remains outstanding, the Issuer shall provide the Owner of the Note with a copy of its annual budget within 30 days of the commencement of each fiscal year of the Issuer. At no cost to the Owner, while the Note remains outstanding, the Issuer shall provide the Owner of the Note with annual financial statements for each fiscal year of the Issuer when available and in no event later than 270 days after the close of such fiscal year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant and accompanied by an audit opinion of such accountant without qualification. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

While the Note remains outstanding, the Issuer agrees that (i) any and all records of the Issuer shall be open to inspection by the Owner or its representatives at all reasonable times at the office of the Issuer, (ii) the Issuer shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated city and shall upon request of the Owner provide evidence of such coverage to the Owner, (iii) the Issuer is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements, (iv) books and records of the Issuer shall be kept in which complete and correct entries shall be made in accordance with generally accepted accounting principles, (v) the Issuer will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and will not voluntarily dissolve, and (vi) the Issuer shall promptly inform the Owner in writing of any actual or potential contingent liabilities or pending or threatened litigation that could reasonably be expected to have a material adverse effect upon the financial condition of the Issuer or upon the ability of the Issuer to perform its obligations hereunder or under the Note.

SECTION 14: EVENTS OF DEFAULT; REMEDIES OF OWNER OF THE NOTE. The following shall constitute Events of Default:

(i) if the Issuer fails to pay any payment of principal of or interest on the Note as the same becomes due and payable, whether by maturity or otherwise; or

(ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days after notice thereof to the Issuer by the Owner or; or

(iii) any representation or warranty made in writing by or on behalf of the Issuer in this Resolution or the Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(iv) the Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(v) the Issuer is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the Issuer, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(vi) the Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State; or

(vii) failure by the Issuer promptly to remove any execution, garnishment or attachment of such consequence as will materially impair the Issuer's ability to carry out its obligations hereunder.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that acceleration of amounts due under the Note shall never be permitted as a remedy.

In addition, any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on the Note plus 2% per annum from and after five (5) days after the date due.

SECTION 15: TAX COVENANT; BANK QUALIFIED. The Issuer covenants to the Owners of the Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Note at any time during the term of the Note which would cause the Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

The Issuer hereby designates the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code. The Issuer does not reasonably expect during the calendar year 2018 to issue more than \$10,000,000 of “tax-exempt” obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

SECTION 16: APPLICABLE LAW AND VENUE. The Note shall be governed by applicable federal law and the internal laws of the state of Florida. The Issuer agrees that certain material events and occurrences relating to the Note bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Note shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Note, the Issuer consents to the jurisdiction and venue of any court located in the state of Florida.

SECTION 17: SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 18: BUSINESS DAYS. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall be given on the next Business Day with the same effect as if made on the nominal due date.

SECTION 19: WAIVER OF JURY TRIAL.

THE OWNER AND THE ISSUER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RESOLUTION, THE NOTE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

SECTION 20: RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 21: CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 22: CITY COMMISSION MEMBERS OF THE ISSUER EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any members of the City Commission of the Issuer, as such, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Commission of the Issuer, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Commission of the Issuer, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the issuance of the Note, on the part of the Issuer.

SECTION 23: AUTHORIZATIONS. The Mayor and any member of the City Commission, the City Manager, the City Attorney, the Clerk, the Comptroller and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 24: REPEALER. All resolutions or parts thereof in conflict with the provisions hereof are to the extent of such conflict superseded and repealed.

[Remainder of page intentionally left blank]

SECTION 25: EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of August, 2018.

CITY OF FERNANDINA BEACH, FLORIDA

(SEAL)

ATTEST:

By: _____
John A. Miller
Mayor

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

EXHIBIT A

[FORM OF NOTE]

ANY OWNER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

August 9, 2018

Not to exceed \$6,600,000

Interest Rate: variable and subject to adjustment as described herein

CITY OF FERNANDINA BEACH, FLORIDA
LINE OF CREDIT NOTE, SERIES 2018

Maturity Date: July 1, 2021

KNOW ALL MEN BY THESE PRESENTS that the City of Fernandina Beach, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Branch Banking and Trust Company or its successor or registered assigns (hereinafter, the "Owner"), the principal amount drawn hereunder of not to exceed \$6,600,000 together with interest at the Interest Rate (hereinafter defined). The Issuer shall pay interest upon the drawn but unpaid principal balance of this Note at the Interest Rate, subject to adjustment as provided herein. Interest shall be payable semi-annually on each January 1 and July 1, commencing January 1, 2019, and calculated on an actual/360 day basis. The principal of this Note shall be due only on the maturity date of July 1, 2021.

The outstanding principal of this Note shall be increased by the amount advanced by the Owner upon each Requisition, provided, however, the principal amount available to be drawn on the Note shall not exceed the Maximum Principal Amount (as defined in the Resolution) and the final draw must occur prior to July 1, 2021. Amounts that have been advanced under this Note and then repaid may not be advanced again.

INTEREST RATE

On the date hereof and on each succeeding Interest Rate Determination Date (hereinafter defined) the interest rate on the Note shall be established by the Lender (as defined in the Resolution) at a rate equal to the Interest Rate.

For purposes hereof, the following terms have the following meanings:

“Interest Rate” means a per annum rate equal to the 79% of the LIBOR Rate; plus the Applicable Spread.

“Applicable Spread” shall mean 0.623%.

“Interest Period” shall mean a period of one (1) month, provided that (i) the initial Interest Period may be less than one month, depending on the initial funding date and (ii) no Interest Period shall extend beyond the maturity date of the Note.

“Interest Rate Determination Date” shall mean the date the Note is initially funded and the first day of each calendar month thereafter.

“LIBOR Rate” means the average rate quoted by Bloomberg Finance L.P., or any quoting service or commonly available source utilized by the Lender, on the determination date for deposits in U. S. Dollars offered in the London interbank market for one month determined at approximately 11:00 am London time two (2) Business Days (as defined in the Resolution) prior to the next Interest Rate Determination Date; provided that if the LIBOR Rate determined as provided above would be less than zero percent (0%), then the LIBOR Rate shall be deemed to be zero percent (0%).

Adjustments to Interest Rate

(a) In the event of a Determination of Taxability (as hereinafter defined), the Interest Rate shall be adjusted to cause the after-tax yield on this Note to the Owner after such Determination of Taxability to equal what the yield would have been to the Owner in the absence of such Determination of Taxability (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. Immediately upon a Determination of Taxability, the Issuer agrees to pay to the Owner (i) the difference between (a) interest on this Note at the Taxable Rate for the period commencing on the date on which the interest on this Note ceases to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period"), and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Owner for federal income tax purposes. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the

same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

(b) Should subsequent but currently unforeseen actions by the Issuer cause this Note to not be classified as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code, the Interest Rate on this Note shall be adjusted to that level necessary to ensure that the anticipated after tax yield contemplated by the Owner at the time of issuance of this Note is received.

(c) Any amount due hereunder not paid when due shall bear interest at a default rate equal to the Interest Rate on this Note plus 2% per annum from and after five (5) days after the date due.

Adjusted LIBOR Based Rate Protections.

For purpose hereof, the following terms have the following meanings:

"Prime Rate" means the rate of interest per annum announced by the Lender from time to time and adopted as its Prime Rate at its executive offices in Winston-Salem, North Carolina. The Prime Rate is one of several rate indexes employed by the Lender when extending credit, and not necessarily the lowest rate. Any change in the interest rate resulting from a change in the Lender's Prime Rate shall become effective as of the opening of business on the effective date of the change.

"Standard Rate" means, for any day, a rate per annum equal to (a) 79% of (i) the Lender's announced Prime Rate minus (ii) 2.15%, plus (b) .07%, per annum, and each change in the Standard Rate shall be effective on the date any change in the Prime Rate is publicly announced as being effective.

(a) Inability to Determine Rate. In the event that the Lender shall have determined, which determination shall be final, conclusive and binding, that (i) by reason of circumstances occurring after the date of this Note affecting the London interbank market, adequate and fair means do not exist for ascertaining the LIBOR Rate on the basis provided for in this Note or (ii) the LIBOR Scheduled Unavailability Date (as defined below) has occurred, the Lender shall give notice (by telephone confirmed in writing or by electronic mail) to the Issuer of such determination, whereupon (x) no advance of principal under this Note (an "Advance") shall be made until the Lender notifies the Issuer that the circumstances giving rise to such notice no longer exist, and (y) the outstanding principal balance of all Advances shall bear interest at the Standard Rate.

(b) Illegality; Impracticability. In the event that the Lender shall determine, which determination shall be final, conclusive and binding, that the making, maintaining or continuance of any portion of an Advance (i) has become unlawful as a result of compliance by the Lender with any law, treaty, governmental rule, regulation, guideline or order (or would conflict with any of the same not having the force of law even though the failure to comply therewith would not be unlawful) or (ii) has become impracticable, or would cause the Lender

material hardship, as a result of contingencies occurring after the date of this Note materially and adversely affecting the London interbank market or the Lender's ability to make Advances generally, then, and in any such event, the Lender shall give notice (by telephone confirmed in writing or by electronic mail) to the Issuer of such determination. Thereafter, (x) the obligation of the Lender to make any Advance subject to the LIBOR Rate shall be suspended until such notice shall be withdrawn by the Lender, and (y) the outstanding principal balance of all Advances shall bear interest at the Standard Rate.

(c) LIBOR Replacement Rate. Notwithstanding anything to the contrary in the Resolution or herein, but without limiting paragraph (a) and (b) above, in the event the Lender shall have determined that (i) the circumstances described in paragraph (a)(i) above have arisen and such circumstances are unlikely to be temporary or (ii) the relevant administrator of LIBOR Rate or a governmental authority having or purporting to have jurisdiction over the Lender has made a public statement identifying a specific date after which LIBOR Rate shall no longer be available, or used for determining interest rates for loans in US Dollars (such date, the "Scheduled LIBOR Unavailability Date"), then, the Lender and the Issuer may amend this Note to replace LIBOR with an alternate rate of interest, giving due consideration to the then prevailing market convention for determining a rate of interest for comparable bank-originated commercial loans in the United States at such time (the "LIBOR Replacement Rate"), and make such other related changes to this Note and the Resolution as may be necessary or appropriate, in the opinion of the Lender, to effect the provisions of this paragraph (c). For the avoidance of doubt, the Issuer agrees that unless and until a LIBOR Replacement Rate is determined and an amendment to this Note is entered into to effect the provisions of this paragraph (c), if the circumstances under clauses (i) or (ii) of this paragraph (c) exist, the provisions of paragraph (a) Inability to Determine Rate apply.

Principal of and interest on this Note is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing. No presentment or delivery shall be required for prepayment, interest or principal installment payments on the Note.

The principal of this Note may be prepaid in whole or in part at the option of the Issuer on any Business Day without penalty, provided that the Issuer pays the principal amount of the Note to be repaid together with all accrued interest which shall have accrued to the date of prepayment. No less than five (5) Business Days prior to the date of prepayment selected by the Issuer, the Issuer shall provide written notice of such prepayment to the Owner of the Note which notice may be conditional.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which is a Business Day.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Chapter II, Florida Statutes, the municipal charter of the Issuer and a resolution duly adopted by the Issuer on August 7, 2018, as from time to time amended and supplemented (herein referred to as the "Resolution") and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution are by this reference thereto incorporated herein as a part of this Note. The Note is payable from a covenant to budget and appropriate Non-Ad Valorem Revenues of the Issuer and FEMA Reimbursements, all in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

The Issuer has designated the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer does not reasonably expect during the calendar year 2018 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution; provided, however, this Note may only be transferred in whole.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

The Issuer shall not be required to exchange or register any transfer of this Note after this Note has been selected for prepayment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Fernandina Beach, Florida, has issued this Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form and correctness by its City Attorney, and the corporate seal of the Issuer, to be impressed, imprinted, or otherwise reproduced hereon, all as of the dated date set forth above.

CITY OF FERNANDINA BEACH,
FLORIDA

(SEAL)

ATTEST:

By: _____
John A. Miller
Mayor

Caroline Best
City Clerk

Approved as to Form and Correctness:

Tammi E. Bach
City Attorney

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that Branch Banking and Trust Company (the "Lender") has not required the City of Fernandina Beach, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the not to exceed \$6,600,000 City of Fernandina Beach, Florida Line of Credit Note, Series 2018, dated August 9, 2018 (the "Note"), and no inference should be drawn that the Lender, in the acceptance of the Note, is relying on Note Counsel or Issuer's Counsel as to any such matters other than the legal opinions rendered by Note Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel, Tammi E. Bach, Esq., respectively. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the resolution adopted by the City Commission of the Issuer on August 7, 2018, relating to the Note (the "Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We understand that the Note is issued in a single denomination equal to the principal amount due under the Note and may not be transferred except as provided in the Note.

We acknowledge and understand that the Issuer has determined that the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended, and that the Note is not required to be registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that the Issuer has further determined that neither the Issuer, Note Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are making a loan that is evidenced by the Note. The loan may only be transferred in whole to a bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans authorized to do business in the State of Florida.

We are making the loan for our own account, do not currently intend to syndicate the loan, will take no action to cause the loan to be characterized as a security, and will not treat the loan as a municipal security for purposes of the securities law. We understand that there will be no CUSIPs obtained with respect to the loan or evidencing the loan and that there will be no credit rating obtained on the loan. We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public.

We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

Neither the Lender nor any of its affiliates shall act as a fiduciary for the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Note. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer with respect to the proposed issuance of the Note. The Issuer has represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Note from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the Issuer desired to obtain such advice.

DATED this 9th of August, 2018.

BRANCH BANKING AND TRUST
COMPANY

By: _____

Name: Jennifer Gardell

Title: Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as lender, proposes to negotiate with the City of Fernandina Beach, Florida (the "Issuer") for the private purchase of its not to exceed \$6,600,000 Line of Credit Note, Series 2018 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Edwards Cohen
Lender Counsel Fee -- \$6,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance the cost of the Project (as defined in the hereinafter defined Resolution) and pay the costs of issuing the Note.

Unless earlier prepaid, the Note is expected to be repaid on July 1, 2021. Assuming that the initial interest rate of ____% was in place until the maturity of the Note and assuming that the entire authorized draw amount of \$6,600,000 was drawn on the date hereof, total interest paid over the life of the Note would equal approximately \$_____.

The Note will be payable from certain FEMA Reimbursements and a covenant to budget and appropriate Non-Ad Valorem Revenues sufficient to make such payments, as described in the resolution of the Issuer adopted on August 7, 2018 relating to the Note (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues and FEMA Reimbursements. Based on the above assumptions, issuance of the Note is estimated to result in an annual maximum of approximately \$_____ of revenues of the Issuer not being available to finance the other services of the Issuer during the life of the Note, not including the repayment of the principal drawn.

6. The name and address of the Lender is as follows:

Branch Banking and Trust Company
Commercial Lending
200 West Forsyth Street, Suite 500
Jacksonville, Florida 32202

This letter is for informational purposes only and shall not affect or control the actual terms and conditions of the Note.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lender as of the 9th day of August, 2018.

BRANCH BANKING AND TRUST
COMPANY

By: _____
Name: Jennifer Gardell
Title: Vice President

EXHIBIT D

FORM OF REQUISITION

CITY OF FERNANDINA BEACH, FLORIDA
LINE OF CREDIT NOTE, SERIES 2018

REQUISITION FOR PAYMENT

Requisition No. ____

Advance Requested: \$_____

Pursuant to the terms and conditions of Resolution No. 2018-103 adopted by the City of Fernandina Beach, Florida (the "Issuer") on August 7, 2018 (the "Resolution"), relating to the above-referenced note (the "Note") held by Branch Banking and Trust Company (the "Lender"), the Issuer requests an advance of principal under the Note in the amount specified above for costs of the Project (as defined in the Resolution) and makes this requisition pursuant to the following representations:

1. The purpose of this disbursement is for partial payment on the Project provided for under the Resolution.
2. The requested disbursement has not been subject to any previous requisition.
3. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
4. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
5. No Event of Default (as defined in the Resolution) is continuing under the Resolution, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
6. The requested disbursement will be used to pay the Project costs listed on the Use of Funds Schedule attached hereto.

The Issuer hereby requests the Lender wire the disbursement to the Issuer pursuant to the following wire instructions:

Receiving Bank ABA Number:

Receiving Bank Name:

Beneficiary Account Number: (account number funds are being wired directly to)

Beneficiary Name: (owner of account number above)

Beneficiary Physical Address: (must be the address of the Beneficiary above)

Further Credit or Reference: (any additional information needed to assist the Beneficiary in identifying the wire)

Each amount requested for payment in this requisition either (a) represents reimbursement to the Issuer for a project cost expenditure previously made, or (b) will be used by the Issuer promptly upon the receipt of funds from the Lender to make the payments to third parties described in this requisition.

The amounts shown in this requisition are properly payable at this time.

Dated _____, 20__

CITY OF FERNANDINA BEACH, FLORIDA

By: _____

Patricia H. Clifford

Comptroller

USE OF FUNDS SCHEDULE

Project Costs

Amount

City of Fernandina Beach, Florida

Request for Bank Loan Proposals

In an amount up to \$6,600,000

Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

RFP #18-13

Issue Date: May 25, 2018

Response Due Date: June 20, 2018

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified (“BQ”) Non-Revolving Line of Credit

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LINKS

City of Fernandina Beach Audited Annual Financial Statements FYE 2014-2016

- FYE 2014: <http://www.fbfl.us/DocumentCenter/Home/View/4113>
- FYE 2015: <http://www.fbfl.us/DocumentCenter/View/14866>
- FYE 2016: <http://www.fbfl.us/DocumentCenter/View/16166>
- Adopted Budget for Fiscal Year 2018: <http://www.fbfl.us/DocumentCenter/View/16410>

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified (“BQ”) Non-Revolving Line of Credit

A. REQUEST

The City of Fernandina Beach, Florida (the “City”) is seeking proposals from qualified financial institutions to provide a bank qualified, tax-exempt non-revolving line of credit (the “Loan”, “Line”, or “Note”), at the lowest overall borrowing cost, pursuant to certain conditions. The City shall accept and review proposals from qualified banking institutions. Proposals for the Line should be submitted based upon the proposed financing structure below. The City will select the bank financing that provides the lowest overall borrowing cost, and meets the financing requirements of the City. Hilltop Securities Inc. (“Hilltop”), Orlando, Florida, as the City’s Financial Advisor, will be assisting the City with respect to the Line.

B. STRUCTURE OF FINANCING

Amount:	Not to Exceed \$6,600,000
Settlement Date:	Expected to be on July 19, 2018
Rate:	Bank Qualified, Tax-Exempt variable rate for the entire term of the Line.
Prepayment:	The City requests the ability to prepay all or a portion of the Line at any time without penalty.
Final Maturity:	Initial maturity on July 1, 2021. The City would like to have the option to amortize any unpaid balance on the line of credit over an extended period not to exceed ten (10) years.
Draws:	Draws estimated to be over a 7 month period as shown in Appendix A. Please specify any individual draw limitations.
Interest Payments:	Semi-annually on the 1 st Day of the applicable month and at maturity. Other payment terms will be considered.
Interest Compounding:	None
Interest Day Count Method:	Please specify in proposal
Principal Payment:	At Final Maturity

C. THE PROJECT

Proceeds of the Line, along with other available funds, will be used primarily for the repair and replacement of the City owned Marina damaged as a result of Hurricane Matthew and other improvements to the Marina. The total project cost is estimated to be approximately \$8 million. The City currently anticipates that a large portion of the overall project cost will be funded through federal and state sources, and the Loan will provide an interim funding mechanism prior to the reimbursement from these federal and state sources; however, the City cannot provide any assurance as to the amount, if any, or timing of any moneys from federal or state sources. In addition, a portion of the project cost is anticipated to be funded from non-ad valorem revenues of the City.

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

D. SECURITY FOR THE LOAN

The Loan will be payable from reimbursements from Federal Emergency Management Agency ("FEMA") Public Assistance Grant Program and the State of Florida Division of Emergency Management for up to 87.5% of the cost of the covered repairs to the marina damage from Hurricane Matthew and well as a covenant to budget and appropriate legally available non-ad valorem revenues in an amount sufficient to pay the principal and interest on the Loan. Such covenant to budget and appropriate pledge shall not prohibit the City from pledging such non-ad valorem revenues, or any portion thereof, to secure other debt issued in the future or from issuing future additional debt payable from a covenant to budget and appropriate pledge from legally available non-ad valorem revenues of the City. The Loan will not be secured by a debt service reserve fund.

E. CAPITAL ADEQUACY / YIELD MAINTENANCE COVENANTS / ACCELERATION

The City's preference is not to include these provisions. Should the Bank require any provisions whatsoever that would create the ability for the Bank to increase the rate on the Loan to the City (other than per the initial variable rate formula), please provide the required provisions. In addition, the City desires that acceleration of principal repayment not be a remedy of default.

F. TAX-EXEMPT OBLIGATIONS

The City will agree to take such actions as may be required by Treasury regulations in order to maintain the status of the Note as a tax-exempt obligation.

G. DOCUMENTATION

The unqualified opinion as to tax exemption will be provided by Bryant Miller Olive, Bond Counsel to the City. In addition, all legal documentation and closing documents will be prepared by the City's Bond Counsel.

At the closing of the Loan, the financial institution will be required to make certain certifications, including, but not limited to, certifications that:

- a. It is making the Loan for its own account, does not currently intend to syndicate the Loan, will take no action to cause the Loan to be characterized as a security, and will not treat the Loan as a municipal security for purposes of the securities law;
- b. It is not acting as a broker or other intermediary, and is funding the Loan from its own capital for its own account and not with a present view to a resale or other distribution to the public,
- c. The Loan will not be used in the future on a securitized transaction or treated as a municipal security;
- d. It understands that the Loan is evidenced by a note, the note is issued in a single denomination equal to the aggregate principal amount of the Loan, may not be transferred except in whole, and will not be transferred to any kind of trust under any circumstances;

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

- e. The Loan may only be sold to a Permitted Lender, with the City's consent. The "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans authorized to do business in the State of Florida;
- f. The Proposer is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes;
- g. It is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes;
- h. It understands that the Loan is not a municipal security and that no filing will be made with respect to the Loan or the note evidencing the Loan with EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site;
- i. It has in its possession or has had access to all material information concerning the security and sources of payment of the Loan, and, as a result thereof, is thoroughly familiar with the nature and risks of an investment in the Loan. It has been afforded access to all material information and has had sufficient opportunity to discuss the business of the City and the project to be financed with the proceeds of the Loan, with its officers, employees and others, and has been permitted to make an investigation of the City and its operations. It does not require any further information or data concerning the City.
- j. In purchasing the Loan, it has relied solely upon its own investigation, examination, and evaluation of the City and other relevant matters, and has not relied upon any statement or materials which have not been supported by its own investigation and examination.
- k. It has knowledge and experience in financial and business matters, particularly in tax-exempt obligations, and is capable of evaluating the merits and risks of its investment in the Loan and has determined that it can bear the economic risk of its investment in the Loan.
- l. It acknowledges that the City, its counsel and its financial advisor bear no responsibility for the accuracy or completeness of any information with respect to the City and the proposed project to be financed with the proceeds of the Loan contained in any document related to the purchase of the Loan.
- m. It acknowledges and understands that the Loan is not being registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the City shall have no obligations to effect any such registration or qualification. It also acknowledges and confirms that it is an "accredited investor" within the meaning of Chapter 517, Florida Statutes, and Regulation D of the 1933 Act.
- n. There will be no CUSIPs obtained with respect to the Loan or evidencing the Loan; and
- o. There will be no credit rating obtained on the Loan.

The financial institution shall also be required to execute such additional certifications or acknowledgments as are customary on similarly structured municipal finance transactions in Florida, as reasonably determined by Bond Counsel and counsel to the financial institution.

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

H. RFP FORMAT – SELECTION CRITERIA

Proposals will be evaluated by the City and Hilltop and on the ability to comply with the proposed structure and terms as outlined in the RFP and cost. In order to assist the City and Hilltop in reviewing the responses, each proposal should include the following information:

1. The legal name of the bank and the primary bank contact person(s) (include address, telephone number, facsimile number, and e-mail address).
2. A tax-exempt, non-bank qualified variable rate for the full term of the Loan. The proposal shall additionally include any minimum draw requirements, draw limitations, and any ongoing expenses that may apply to the Line (ex. unutilized fee if any).
3. Describe in detail of all fees and expenses, which the City will be responsible to pay to the bank. The City has retained the law firm of Bryant Miller Olive to prepare the tax opinion, bond resolution and loan documents. The amounts stated in the proposal shall represent the maximum amounts payable to the bank by the City. All fees and expenses, with the exception of those of Bond Counsel and Financial Advisor, in excess of those stated in the proposal shall be the sole responsibility of the bank and will not be paid or reimbursed by the City.
4. Specify the law firm or firms that would act as Bank's Counsel, the name of the lead attorney and the fees the law firm would charge for the proposed financing.
5. All other terms relating to the repayment of the Loan, which are not specified in this Request for Proposal and are not inconsistent with its provisions, but are desired by the bank (e.g., "gross up" provisions, etc.), shall be clearly detailed in the proposal. Any other provisions not specifically set forth in the proposal will not be considered (for example, terms "to be negotiated" between the bank and the City, and provisions which are the "customary practice" of the bank.) This Request for Proposal and the written proposal of the successful bank, after acceptance by the City, will contain all the terms with respect to the Loan. Certain covenant requirements, including but not limited to cross-default with other City debt, or those that create notice defaults not subject to a cure period, may be deemed non-responsive to this request.

I. MISCELLANEOUS

1. The City will not accept proposals with reserve requirements or other restrictions to revenues or requirements to maintain minimum balances in any bank account as a condition for the Loan.
2. The City reserves the right, in its sole discretion, to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposal, and to accept or reject any items or combination of items. The award will be to the financial institution whose response best complies with the requirements set forth in this Request for Proposal and whose proposal, in the opinion of the City and Financial Advisor is best, taking into consideration all aspects of the proposer's response and the needs of the City. In the event that the responses are close, preference will be given to financial institutions with an office located within the City of Fernandina Beach.

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

3. Changes to this Request for Proposals may be made by and at the sole discretion of the City.
4. The City will not be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposal.
5. All requests for clarification or additional information should be directed to either:

Ms. Patti Clifford, Comptroller
City of Fernandina Beach
904.310.3325 Ph
904.310.3457 Fax
pclifford@fbfl.org

-OR-

Mr. Ed Stull, Managing Director
Hilltop Securities, Inc.
407.426.9611 Ph
407.426.7835 Fax
ed.stull@Hilltopsecurities.com

6. Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bank will in no way be a cause for relief from responsibility.
7. The City will not accept proposals that require the Bank's approval before additional debt secured by the pledged revenues may be issued. However, any such additional debt will be required to satisfy any applicable anti-dilution test or additional bonds test (such as debt service coverage ratios) prior to issuance.
8. No successful proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the City.
9. Warranties: The proposer, in submission of its proposal, warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.
10. Public Entity Crime; Florida Statutes, 287.133(2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

J. RFP INSTRUCTIONS

1. RFP Submittal: All proposals must be submitted **in original form** to the City and Hilltop to the mailing addresses below for receipt no later than 2:00 PM Eastern Time on June 20, 2018.

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolution Line of Credit

Three (3) Copies to:

Attention: City Clerk
RFP 18-13
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
904.310.3115 Phone
904.310.3454 Fax

One (1) Copy to:

Mr. Ed Stull, Managing Director
Hilltop Securities, Inc.
450 S. Orange Ave., Suite 460
Orlando, Florida 32801
407.426.9611 Phone
407.426.7835 Fax

Late proposals will not be accepted.

2. Disqualification: More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that collusion exists among proposers, all proposals will be rejected.
3. Reservation of Rights: The City, with input from its Financial Advisor, shall be the sole judge of all proposals. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission for all or any part of this request for proposals. The City also reserves the unilateral right to negotiate with proposers in the event of, but not limited to, the following situations: no proposals received; less than three (3) proposals received; or proposals received deemed unreasonable. The proposer does not have the right to unilaterally change its proposal.

K. TENTATIVE SCHEDULE

The City will attempt to adhere to the following schedule*:

May 25, 2018	Issue Request for Proposal (RFP)
June 20, 2018	Bank Proposals Due Prior to 2:00 P.M. Eastern Time
July 17, 2018	City Commission approval of Resolution authorizing execution of Loan documents
July 19, 2018	Closing of the Loan

* Preliminary; subject to change

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

APPENDIX A

PRELIMINARY DRAW SCHEDULE

Date	Draw Amount	Outstanding Balance
July 19, 2018	\$50,000	\$50,000
September 3, 2018	\$1,900,000	\$1,950,000
November 1, 2018	\$1,300,000	\$3,250,000
December 3, 2018	\$1,300,000	\$4,550,000
January 2, 2019	\$1,600,000	\$6,150,000
January 30, 2019	\$250,000	\$6,400,000

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL
"GENERAL"

1. **PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet, attached hereto as "Exhibit A", shall be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet shall be furnished. The Proposer shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Proposers 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 Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
2. **SUBMISSION OF PROPOSAL**
 - a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal opening and the material or service shall be placed on the outside of the envelope.
 - b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.
3. **REJECTION OF PROPOSAL**
 - a. The City reserves the right to accept or reject any or all Proposals, 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.

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

4. WITHDRAWAL OF PROPOSAL

- a. Proposals may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Proposals may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL 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. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, 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 proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer 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 proposal.

7. AWARD OF REQUEST FOR PROPOSAL

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer 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 Proposer 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, Bids and Purchasing web page.

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- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Prooser in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer shall enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond shall be for an amount not less than five percent (5%) of the Proposal price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal 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 Proposer, Proposer 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, Proposer shall forfeit its proposal 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 proposer 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

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chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the proposal.

10. PUBLIC INFORMATION

- a. All information contained in this Proposal 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 Proposers to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

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.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

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14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the proposal if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing, www.epls.gov/epls/search.do. CONTRACTOR/VENDOR shall include copy of search results with 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.

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes 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 BID/PROPOSAL

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EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any 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.

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

- _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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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 BID/PROPOSAL

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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:

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOS

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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 _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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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 BID/PROPOSAL

CITY OF FERNANDINA BEACH BID OPENING TALLY RFP 18-13
Marina Line of Credit Bid Opening June 20, 2018

Financial Institution	Proposed Floating Rate	Closing Costs	Prepay Penalty?	Conditions/Comments
Ameris Bank	One Month LIBOR + 1.83% (Current Tax-Exempt Rate of 3.09%) (No money market funding requirement option)	\$5,500	No	1. A commitment to lend, not a term sheet 2. Minimum \$50,000 draw requirement 3. Interest calculated on a 30/360 day count basis. 4. Loan may be prepaid at any time without penalty. 5. Late fee charge of 5.00% for any payment not received within 10 days of payment date 6. Commitment good until July 19, 2018 7. No mention of amortizing any remaining outstanding principal balance over a period not to exceed 10 years after the maturity of the line of credit
BB&T	79% of One Month LIBOR + 0.62% (Current Rate 2.27%)	\$6,000	No	1. A commitment to lend, not a term sheet 2. Interest calculated on an Actual/360 day count basis. 3. Loan may be prepaid at any time without penalty. 4. Commitment shall expire on 7/22/18 if not accepted by the Issuer or extended in writing by the Bank. 5. The Bank is "open to a 10 year term out of any remaining balance at the end of maturity"
First Federal	80% of WSJ Prime (Current rate of 4.0%)	\$3,000	No	1. A commitment to lend, not a term sheet 2. Interest calculated on a 365/365 day count basis. 3. FEMA and State reimbursement payments will be solely for repayment of any advances on the line 4. Loan may be prepaid at any time without penalty. 5. Audited financial statements 6. Loan covenants include a minimum debt service coverage requirement and an additional bonds test 7. Will consider amortizing any remaining outstanding principal balance over a period not to exceed 10 years prior to the maturity of the line of credit
Synovus	Prime minus 1.75% (Currently 3.25%)	\$6,600	No	1. A proposal to lend 2. Minimum \$50,000 draw requirement 3. Interest calculated on an Actual/365 day count basis. 4. Audited financial statements due within 180 days of FYE 5. Bank will amortize any remaining outstanding principal balance over a period not to exceed 10 years at the maturity of the line of credit



June 20, 2018

Attn: City Clerk, RFP: 18-13
City of Fernandina Beach, FL
204 Ash Street
Fernandina Beach, FL 32034

Ed Stull, Managing Director
Firstsouthwest, a Division of
Hilltop Securities
450 Orange Avenue
Orlando, FL 32801

Dear Ms. Patti Clifford:

Ameris Bank ("Bank") is pleased to offer the City of Fernandina Beach, Florida ("You" or "Your") the following loan commitment. This loan will become effective upon Your acceptance of this commitment letter, the return of the executed copy of same to the Bank and, subject to the conditions set forth herein, a closing of the transaction in a manner satisfactory to the Bank. Below are the terms and conditions:

A. STRUCTURE OF THE FINANCING:

BORROWER: The Borrower shall be the City of Fernandina Beach, Florida.

LOAN AMOUNT: Up to \$6,600,000

PURPOSE: For the repair & replacement of the City owned Marina that was damaged as a result of Hurricane Matthew.

SECURITY: Secured by a covenant to budget and appropriate on amounts not reimbursed from federal and state sources.

REPAYMENT TERMS:

Interest shall be due semi-annually on January 1 and July 1 beginning January 1, 2019.

The principal amount of this loan shall be paid at maturity on July 1, 2021.

DRAW REQUIREMENTS: Minimum draw requirements are \$50,000. Anticipating draws to begin July 19, 2018 and last draw to be on January 30, 2019. Interest will not begin accruing until drawn upon.



B. TERMS AND CONDITIONS:

BANK CONTACT INFORMATION:

Ameris Bank
Andy LaFear, SVP Commercial Banking
11100 San Jose Blvd.
Jacksonville, FL 32223
(904) 322-5276
(904) 894-5358 (cell)
Andy.lafear@amerisbank.com

Ameris Bank
Don Monk, Regional Credit Officer
24 Second Avenue
Moultrie, GA 31768
(229) 616-6144
don.monk@amerisbank.com

INTEREST RATE:

The interest rate shall be a variable rate –

Option #1 - One Month Libor + 180 basis points. Indicative Rate would be 3.86% Taxable – Tax Exempt Equivalent is **3.05%**.

- *This would require funding a Public Funds Money Market at 1.65% in the amount of \$1,000,000.*

Option #2 – One Month Libor + 183 basis points. Indicative Rate would be 3.89% Taxable – Tax Exempt Equivalent is **3.07%**.

INTEREST DAY COUNT METHOD: 30/360-day basis.

PREPAYMENT PENALTY: There will be no prepayment penalty for partial or full repayment of principal at any time.

OTHER FEES AND EXPENSES: The borrower shall pay all costs and expenses incurred in connection with the preparation for, and the closing of the loan, including but not limited to attorney fees, and any recording fees. Based on the borrower's representation their legal counsel will prepare all documents and will render an approving opinion. The lender will charge no closing fees other than fees of lender's legal counsel to review the documents related to this transaction.

LENDER'S COUNSEL: Lender shall engage Irvin Weinstein with Rogers Towers of Jacksonville, FL to review all documentation regarding the perfection of pledge of revenues and other related loan documents as prepared by the borrower's legal counsel. The fees of lender's counsel will not exceed \$5,500.



SYNDICATION: The loan will not be syndicated to other banks.

C. OTHER INFORMATION AND DOCUMENTATION PERTINENT TO THIS LOAN COMMITMENT:

FINANCIAL CONDITION AND STATEMENTS: On an annual basis, corresponding with the City's fiscal year end, the City will furnish Lender with audited financial statements in form, scope and substance satisfactory to Lender as prepared by a certified public accountant.

LATE FEES: Bank may at its option collect from borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.

EVENT OF DEFAULT: Upon an event of default as described in the bond resolution, the holder may recover from the borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise.

REPRESENTATIONS OF BORROWER: This Commitment is subject to the accuracy of all information, representations, and materials submitted with or in support of Borrower's application for the Loan. In the event of inaccuracy or material changes in the information, representations and materials required hereby, that event shall, at the option of the Lender, operate to terminate this Commitment and all of Lender's obligations hereunder.

NON-ASSIGNABILITY: Borrower's rights under this Commitment and the Loan shall be personal since Lender has evaluated this Loan and has agreed to make this Loan based on the unique qualifications of Borrower, both financial and otherwise. Neither this Commitment nor any of the proceeds of the Loan shall be assignable by Borrower without the consent of Lender.

ENTIRE AGREEMENT, MODIFICATIONS AND AMENDMENTS: This Commitment contains the entire agreement of Borrower and Lender with respect to the Loan. No change in the provisions of this Commitment shall be binding unless in writing and executed in the name of and by an officer of the Lender. All obligations and duties under this Commitment not accomplished or completed at closing shall survive the closing and continue to remain obligations and duties on the part of either party.

WARRANTIES: The bank warrants to the borrower that we will comply with all applicable federal, state, and local laws, regulations, and orders providing the services under the proposed documents.

SURVIVAL: This Commitment and all terms and provisions hereof shall survive the closing of the Loan and shall be incorporated into the Loan documents by reference.



ANY AGREEMENTS, formal or informal, effecting this loan must be fully disclosed to us in writing, within five (5) days of your acceptance of this commitment. We reserve the right to withdraw this commitment if any such agreements are unsatisfactory to either the Bank or the Bank's attorney. Ameris Bank reserves the right to cancel this commitment and to terminate its obligations hereunder in the event of either of the following conditions:

- A. The Borrower should become the subject of bankruptcy, insolvency or reorganization proceeding of any nature.
- B. Failure of any of the conditions of this commitment to occur as required.

ACCEPTANCE: This Commitment shall be open for acceptance until July 19, 2018. An executed copy of this Commitment must be received by Lender by July 19, 2018. In the event an accepted copy of the Commitment Letter has not been received by Lender on or before July 19, 2018, the Commitment shall be deemed to have lapsed, unless extended in writing by Lender, and Lender shall have no further obligation under this Commitment.

If the foregoing is satisfactory, please indicate your acceptance by executing and returning to the Bank the original of this letter, keeping the copy for your files. This Commitment will at Bank's option, terminate unless the Loan is closed by July 19, 2018. Thank you again for this opportunity to provide this credit facility.

Ameris Bank

A handwritten signature in blue ink, appearing to read 'Andy LaFear', written over a light blue rectangular background.

Andy LaFear
SVP Commercial Banking



BORROWER'S ACCEPTANCE

The undersigned hereby accepts this Commitment and agrees to the terms and conditions herein this ____ day of, _____ 2018.

BORROWER:

City of Fernandina Beach, FL (authorized signature)

AUTHORIZED SIGNOR (PRINT NAME): _____



**Appendix A: Bond Amortization Schedule
City of Fernandina Beach, Florida, Series 2018**

7/1/2021	\$ <u>6,600,000</u>
Total	\$6,600,000

City of Fernandina Beach, Florida
Addendum No. 1
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of RFP 18-13. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: ADDY LAFEAR TITLE: SVP

ADDRESS: 11100 SAN JOSE BLVD

CITY: JACKSONVILLE STATE: FL

AUTHORIZED SIGNATURE:  DATE: 6/4/18

City of Fernandina Beach, Florida
Addendum No. 2
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 2

The following changes are applicable to the original documents and specifications of RFP 18-13. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: ANDY LAFEAR TITLE: SVP

ADDRESS: 11100 SAN JOSE BLVD

CITY: JACKSONVILLE STATE: FL

AUTHORIZED SIGNATURE: Andy LaFear DATE: 6/4/18

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "A"
CONTACT SHEET

Name: ANDY LAFEAR 

Federal Taxpayer ID: 58-1111076

Mailing Address: 11100 SAN JOSE BLVD

City, State, & Zip Code: JACKSONVILLE, FL 32223

Telephone: (904) 894-5358 Fax: (904) 262-5413

Email: andy.lafear@amerisbank.com

Submitted By: ANDY LAFEAR — AMERIS BANK

Title: SVP — COMMERCIAL BANKING

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: SAME Title: SVP

Email Address: andy.lafear@amerisbank.com Phone: (904) 894-5358

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



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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 18-13.
2. This sworn statement is submitted by (entity) AMERIS BANK whose business address is 11100 SAN JOSE BLVD and (if applicable) Federal Employer Identification Number (FEIN) is 58-1111076 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: .)
3. My name is ANDY LAFEAR and my relationship to the entity named above is SVP
COMMERCIAL BANKER
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 RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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.)

Andy Laiz 6/13/2018
Signature Date:

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13th day of June, 2018, and is personally known to me, or has provided _____ as identification.

Debra S. Coleman

Notary Public

My Commission expires:



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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: AMERIS BANK Andy Laffar
CITY: JACKSONVILLE STATE: FL ZIP CODE: 32223
SIGNATURE: Andy Laffar PHONE: (904) 894-5358
NAME (TYPED OR PRINTED): ANDY LAFFAR TITLE: SVP

CELL
///

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 18-13

Project Description: REPAIR & REPLACEMENT
OF CITY MARINA (NON REVOLVING
LINE OF

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: AMERIS BANK

Authorized Signature: Andy Lopez

Title: SVP - COMMERCIAL BANKING

Date: 6/13/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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: ANDY LAFEAR Title: SVA

Signature: Cindy LaFear Date: 6/13/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

RFP 18-13
AMERIS
BANK

This sworn statement is submitted by (entity) AMERIS BANK whose business address is 11100 SAN JOSE BLVD. and (if applicable) Federal Employer Identification Number (FEIN) is 58-1111076 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: .)

My name is ANDY LAPEAR and my relationship to the entity named above is SVP COMMERCIAL BANKING

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.

Cindy Lopez 6/13/18
Signature Date:

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

STATE OF FLORIDA

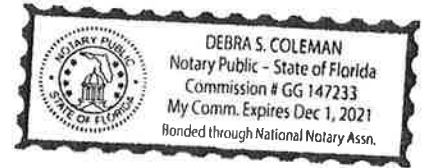
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13th day of June, 2018, and is personally known to me, or has provided _____ as identification.

Debra S. Coleman

Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOS

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____

RFP 18-13
AMERIS
BANK

This sworn statement is submitted by (entity) AMERIS BANK whose business address is 11100 SAN JOSE BLVD and (if applicable) Federal Employer Identification Number (FEIN) is 58-1111076 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is ANDY LAFEAR and my relationship to the entity named above is SVP COMMERCIAL BANK

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:

Andy LaFear 6/13/2018

STATE OF FLORIDA

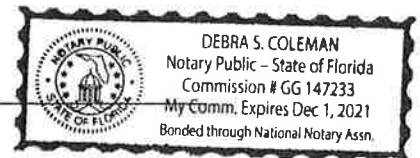
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13th day of June, 2018, and is personally known to me, or has provided _____ as identification.

Debra S. Coleman

Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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 <u>AMERIS BANK</u>	Date <u>6/13/18</u>
Authorized Signature <u>Andy Lofa</u>	Printed or Typed Name and Title <u>Andy LAFEAR</u>

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

BB&T Proposal for Credit- RFP 18-13

City of Fernandina Beach, Florida

6/19/2018

Presented by:

Jen Gardell

Vice President

Business Services Officer

200 W Forsyth St. Floor 5

Jacksonville, FL 32202

(904) 361-5266

JGardell@BBandT.com

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6/18/2018

Patti Clifford, Comptroller
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Fl. 32034

Dear Ms. Clifford,

BB&T is well positioned to provide City of Fernandina Beach with a line that meets your objectives to provide financing for a Non-Revolving Line of Credit. Not only do we acknowledge that our services meet the requirements put forth by this RFP but we are committed to developing a strong relationship with the City of Fernandina Beach by providing high quality, efficient banking services at very competitive prices. This is a firm and irrevocable offer valid for ninety (90) days after receipt of our proposal.

BB&T is reliable

For more than 144 years, BB&T has been a stable, safe and growing financial institution and is currently one of the largest financial holding companies in the United States. As a Fortune 500 company, BB&T is consistently recognized for outstanding client satisfaction by the U.S. Small Business Administration, Greenwich Associates and others. We have also been named one of the World's Strongest Banks by Bloomberg Markets Magazine; one of the top three in the U.S. and in the top 15 globally.

Summary

BB&T would be honored and privileged to partner with City of Fernandina Beach. Our pledge is to provide an unsurpassed level of service excellence, delivered by a highly personalized team of seasoned professionals, who will ensure a strong and successful relationship. We understand the importance of these processes to the City of Fernandina Beach and commit to working diligently and professionally to assist you wherever possible.

With Kindest Regards,



Jen Gardell
Vice President, Business Services Officer
200 W Forsyth St. Floor 2
Jacksonville, FL 32202
(904) 361-5266
JGardell@BBandT.com

COMPANY INFORMATION

BB&T Corporation, headquartered in Winston-Salem, N.C., is considered Well Capitalized and is among the nation's top financial holding companies. BB&T is rated as one of the country's safest and soundest financial institutions and has a reputation for integrity and service excellence. Founded in 1872, its bank subsidiaries operate approximately 2,100 financial centers in Alabama, the Carolinas, Virginia, West Virginia, Kentucky, Georgia, Maryland, Tennessee, Florida, Texas, Indiana, Pennsylvania, New Jersey, and Washington, D.C. BB&T Corporation is the tenth largest American bank, offering full-service commercial and retail banking services along with other financial services like insurance, investments, retail brokerage, mortgage, corporate finance, consumer finance, payment services, international banking, leasing and institutional trust services.

BB&T's reputation has been built upon loyal, responsive customer service with a desire to exceed client expectations. At BB&T we know the content of our business will, and should, experience constant change. Change is necessary for progress. However, the context, our vision, mission and values, are unchanging because these principles are based on basic truths. We provide full service capabilities with the products, services, resources and infrastructure to support relationships such as one with JZG, and do so while steadfastly adhering to our core values and mission:

TO MAKE THE WORLD A BETTER PLACE TO LIVE BY:

- Helping our CLIENTS achieve economic success and financial security;
- Creating a place where our EMPLOYEES can learn, grow and be fulfilled in their work;
- Making the COMMUNITIES in which we work better places to be; and thereby:
- Optimizing the long-term return to our SHAREHOLDERS, while providing a safe and sound investment

We also differentiate ourselves with a highly consultative approach to client service. We strive to be a trusted partner for our clients; bringing them real solutions to problems as well as keeping them abreast of innovations coming into the marketplace that will help safeguard assets and streamline processes, saving both time and money. We will get to know your business through regular face-to-face account reviews and provide solutions that cater to your very specific needs. This proposal is simply a starting point. If you choose BB&T as your financial partner, we will continue to refine your processing structure and services to create the optimal scenario for JZG. We pride ourselves on tenured management, low associate turnover, and qualitative performance measures that consistently exceed Bank Administration Institute competitive benchmarks.

Our treasury services are designed to meet client specifications and we provide fast, accurate and flexible solutions to enhance your receivables process and productivity. Developing services that help you achieve economic success and financial security is the driving force behind our treasury services.

Operations Centers: BB&T has operations centers which support treasury management functions in Charlotte, Wilson and Lumberton, North Carolina, Orlando, Florida, Baltimore, Maryland and Dallas, Texas. Additionally, we have a nationwide network of vault deposit processing facilities. This network is a combination of BB&T owned and operated facilities and third party vaults operated by Loomis, Brinks, Dunbar and Garda.

Headquarters: BB&T's Corporate Headquarters is located at 200 West Second St. in Winston-Salem, NC.

COMMITMENT TO FINANCIAL STABILITY

BB&T is rated one of the country's safest and most sound financial institutions. It has been named one of the World's Strongest Banks by Bloomberg Markets Magazine, one of the top three in the U.S. and in the top 15 globally. BB&T Corporation is considered Well Capitalized according to Federal Reserve Board, FDIC, and OCC guidelines, rules and regulations concerning capital requirement and financial stress testing under the Dodd-Frank Act.

As of June 30, 2017, BB&T is one of the largest financial services holding companies in the U.S. with \$221.2 billion in assets and market capitalization of \$36.7 billion. Based in Winston-Salem, N.C., the company operates 2,100 financial centers in 15 states and Washington, D.C., and offers a full range of consumer and commercial banking, securities brokerage, asset management, mortgage and insurance products and services. A Fortune 500 company, BB&T is consistently recognized for outstanding client satisfaction by the U.S. Small Business Administration, Greenwich Associates and others.

Direct links for our financial statements, including our annual reports, are available on our website: <http://bbt.investorroom.com/overview>

Bank Comparison Credit Ratings as of May 12, 2017 are listed below.

Company	S&P	Moody's	Outlook	Fitch
1 Bank of NY Mellon N.A.	AA-	Aa2	Stable	AA
2 Wells Fargo Bank N.A.	AA-	Aa2	Stable	AA
3 State Street Bank & Trust Co.	AA-	Aa3	Stable	AA
4 JPMorgan Chase N.A.	A+	Aa3	Stable	AA-
5 Bank of America N.A.	A+	A1	Positive	A+
6 Branch Banking & Trust Co.	A	A1	Stable	A+
7 U.S. Bank N.A.	AA-	A1	Stable	AA
8 Citibank N.A.	A+	A1	Stable	A+
9 Northern Trust Company	AA-	A2	Stable	AA-
10 PNC Bank N.A.	A	A2	Stable	A+
11 American Express Credit Co.	A-	A2	Stable	A
12 Cullen Frost	A	A3	Stable	WD
13 M&T Manuf & Trdrs Trust Co.	A	A3	Stable	A
14 Comerica Bank	A-	A3	Stable	A
15 Fifth Third Bank	A-	A3	Stable	A

RELATIONSHIP TEAM

BB&T offers a unique blend: We provide you with a local market-based Relationship Team who understands your business, and has product expertise, stringent quality control, superior customer service, on-call consultative specialists. These factors combine to provide added value for your banking dollar. Our aim is to provide you the perfect client experience. This added value, coupled with our financial strength and stability, makes BB&T a solid solution to all your banking needs.

Our local-market based team, led by Relationship Manager Jen Gardell, understands the unique characteristics of your industry and the region.

BECAUSE I CARE ABOUT MY CLIENTS:

RELIABLE:	I am dependable and you can count on me.
RESPONSIVE:	I act quickly to help you with your needs.
EMPATHETIC:	I listen to you and am sensitive to your feelings.
COMPETENT:	I am equipped with the skills and knowledge to help you.

Relationship Manager

Jen Gardell
Vice President
Business Services Officer
200 W Forsyth St. Floor 2
Jacksonville, FL 32202
(904) 361-5266
JGardell@BBandT.com

Jen Gardell is a Commercial Relationship Manager for BB&T in Jacksonville, Fl. Jen serves as the primary banking contact for the BB&T Commercial clients and works with a dedicated team to meet their financial goals and objectives. After graduating from the University of Florida with a degree in Finance, Jen began her career in Commercial Banking. She spent a short period in Tampa and then made her home in Jacksonville. Jen currently resides in Jacksonville with her husband and twin boys. Jen joined BB&T in 2015 after spending the previous 12 years in a specialty commercial division.

Branch Banking & Trust Co.
Commercial Lending
200 W Forsyth St.
Suite 500
Jacksonville, FL 32202

6/19/2018

Patti Clifford, Comptroller
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Ms. Clifford:

Re: Line of Credit Facility

Branch Banking and Trust Company ("Bank") is pleased to offer its commitment to make the following loan(s) to City of Fernandina Beach ("Borrower"): **Line Facility** is a non-revolving line of credit ("Line") in the amount of six million six hundred thousand (\$6,600,000). This letter does not set forth all the terms and conditions of the loan(s) offered herein. Rather, it is only an outline, in summary format, of the major points of understanding which shall be the basis of the final Loan Documentation (all of which are collectively referred to as the "Loan Documents") which shall be drafted by Bank. The date on which the last of the Loan Documents is executed is hereinafter referred to as the "Closing Date". The Loan Documents shall have many terms and conditions not set forth herein, including but not limited to conditions precedent, representations and warranties, affirmative covenants, negative covenants, events of default, definition of terms, and other provisions customary to financing (1) by Bank generally and (2) of the type contemplated by this letter.

LINE FACILITY:

Purpose. Proceeds of the Line shall be used to provide interim funding for repairs and replacement of the City owned marina. The Borrower hereby certifies that no part of any real property acquired with the proceeds of or serving as collateral for the Line offered herein has been acquired through the exercise of eminent domain by a governmental authority and will be used by the Borrower for private purposes.

Interest Rate.

Bank Qualified, Tax-Exempt variable rate for the entire term of the Line priced at 79% of 30 Day LIBOR plus appropriate margins as follows:

3 years = 79% of 70 bps (55 bps) + 07 bps = effective rate today: 2.9%

Interest Compounding: None

Interest Day Count Method: Actual/360

Fees and Taxes.

Bank Origination Fees: None

Unutilized Fee: None

All other expenses associated with the proposed facility are to be paid by the Borrower. These expenses shall include, but are not limited to, the Bank's attorneys' fees (Bank's attorney's fees will be capped at \$6,000). BB&T will be engaging legal counsel with Jean Mangu with Edwards Cohen Law Firm.

Branch Banking & Trust Co.
Commercial Lending
200 W Forsyth St.
Suite 500
Jacksonville, FL 32202

Advances and Repayment.

Drawdown Non-Revolver Line of Credit with semiannually interest-only payments due on the 1st Day of the applicable month and at maturity, with principal due at maturity. No prepayment penalty required.

Draws estimated to be over the initial 7-months initially utilizing the City provided initial draw schedule as reflected on the Addendum No. 1 along with the City's further draw estimates as needed. BB&T will work with the City to adequately accommodate the City's future draw requests as needed.

Final Maturity: 7/01/2021. BB&T is open to a 10 year term out of any remaining balance at the end of maturity.

Collateral. To secure payment of the Line, Borrower and/or Debtor shall grant, pledge, or convey to Bank the following collateral:

The Loan will be payable from covenant to budget and appropriate legally available non-ad valorem revenues in an amount sufficient to pay the principal and interest on the Loan. Such covenant to budget and appropriate pledge will not prohibit the City from pledging such non-ad valorem revenues, or any portion thereof, to secure other debt issued in the future or from issuing future additional debt payable from a covenant to budget and appropriate pledge from legally available non-ad valorem revenues of the City. The Loan will not be secured by a debt service reserve fund.

FINANCIAL REPORTING:

To match existing reporting requirements for the City relative to other existing credit exposure including but not limited to annual audited financial statements, budgets and related officer certifications.

OTHER TERMS AND CONDITIONS:

Other Documents and Terms. The Loan Documents may contain material terms and conditions designed to protect the position of Bank and its collateral. Bank shall require an opinion of the Borrower's counsel satisfactory to Bank and its counsel.

Non-Assignability or Modification of Commitment. The commitment evidenced by this letter shall not be assignable by you. The terms of this letter may not be waived or modified unless such waiver or modification is expressly stated as such and specifically agreed to by the parties in writing and shall be enforceable by Bank and its successors and assigns. The Loan Documents when executed shall evidence the final commitment to Borrower, and upon said execution, this letter shall have no further force or effect.

Indemnification by Borrower. Borrower agrees to indemnify and hold harmless Bank from and against any and all claims, damages, liabilities and expenses which may be incurred by or asserted against Bank in connection with any proceeding arising out of this commitment or Borrower's use of the proceeds of the Credit.

Confidentiality. Borrower shall keep the contents of this letter confidential and shall not use it or its contents as a representation of Borrower's credit worthiness. Third parties are cautioned against relying on the contents hereof in extending credit to Borrower in reliance hereon.

Basis of Commitment. The undersigned Borrower and Guarantors acknowledge that this Commitment is based materially upon financial information provided to it by Borrower and others, and the undersigned Borrower and Guarantors hereby warrant and represent that such information was true and correct in all material respects when rendered and that no material change has occurred therein through the date of the execution of this Commitment. All material facts relating to the Credit or to the assets, business, profits, prospects, or conditions (financial or otherwise) of the Borrower have been disclosed to Bank by Borrower and Guarantors.

Branch Banking & Trust Co.
Commercial Lending
200 W Forsyth St.
Suite 500
Jacksonville, FL 32202

Voidability of Commitment. This Commitment shall be voidable at the option of Bank should any of the following events occur:

1. A material adverse change in Borrower's or Guarantor's business, or financial condition, or disposal of a material portion of its assets other than in the ordinary course of business.
2. A proceeding is commenced by or against Borrower under any bankruptcy or insolvency law.
3. A default by Borrower or any Guarantor on any other obligation they may have for money borrowed.
4. Any change in management or ownership of Borrower unacceptable to Bank.
5. Should any law or regulation affecting Bank entering into the financing transactions contemplated hereby impose upon Bank any potential obligation, fee, liability, loss, claim, cost, expense, or damage which is not contemplated herein.
6. Any violation or breach by Borrower of the terms of this Commitment.
7. Should the Borrower fail to provide sufficient information to the Bank to permit verification of the identity of the Borrower in accordance with the USA Patriot Act.

Acceptance and Closing Date. This Commitment shall expire if not accepted or extended in writing by the close of business on July 22nd (the "Commitment Expiration Date"). If this Commitment is accepted, time being of the essence, the Credit made pursuant hereto must close on or before the close of business on July 30, 2018 (the "Closing Date"). Borrower acknowledges that the interest rate and other terms of the Credit outlined in the Commitment are based upon acceptance of this Commitment and closing of the Credit within the time periods set forth above and that these time periods are material factors in Bank offering this Commitment. Borrower shall retain the obligation, if the Commitment has been accepted, to pay any fees or expenses incurred by Bank in connection with the negotiation and preparation of this Commitment, including without limitation attorneys' fees, UCC search and filing fees.

If this Commitment is acceptable to you, please indicate your acceptance by signing in the space provided below and returning the original letter to me.

We appreciate the opportunity to offer this Commitment to your company and look forward to establishing a continuing, mutually beneficial relationship.

Sincerely,



BRANCH BANKING AND TRUST COMPANY

By: Jennifer Gardell
Title: Vice President
Phone: 904.361.5266

Accepted: _____
City of Fernandina Beach

By: _____
Name/Title: _____
Title: _____

Date: _____

Branch Banking & Trust Co.
Commercial Lending
200 W Forsyth St.
Suite 500
Jacksonville, FL 32202

Addendum 1

Estimated Draw Schedule: The following table provides the City's current estimate of monthly draw under the proposed line specific to Hurricane Matthew marina replacement.

Date	Draw Amount	Outstanding Balance
July 19, 2018	\$50,000	\$50,000
September 3, 2018	\$1,900,000	\$1,950,000
November 1, 2018	\$1,300,000	\$3,250,000
December 3, 2018	\$1,300,000	\$4,550,000
January 2, 2019	\$1,600,000	\$6,150,000
January 30, 2019	\$250,000	\$6,400,000

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "A"

CONTACT SHEET

Name: Jennifer Gardell

Federal Taxpayer ID: 56-0939887

Mailing Address: 200 W Forsyth St. Ste 500

City, State, & Zip Code: Jacksonville, FL 32202

Telephone: 904.361.5266 Fax: 904.361.5271

Email: Jgardell@bbandt.com

Submitted By: Jennifer Gardell

Title: Vice President

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Michelle Oleszek Title: Client Support Specialist

Email Address: MOleszek@bbandt.com Phone: 904.361.5211

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina
2. This sworn statement is submitted by (entity) BBS T whose business address is 200 W Forsyth St. Jax FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 56-0939887 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Jennifer Garceli and my relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any 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 RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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)

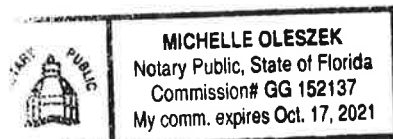
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

6/19/2018
Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19 day of June, 2018, and is personally known to me, or has provided _____ as identification.




Notary Public
My Commission expires: 10/17/21

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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: BB&T

CITY: Jacksonville STATE: FL ZIP CODE: 32202

SIGNATURE:  PHONE: 904-361-5266

NAME (TYPED OR PRINTED): Jennifer Gardell TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFP 18-13

Project Description: BQ Non Revolving Line of Credit

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: BB&T

Authorized Signature: [Signature]

Title: Vice President

Date: 6/19/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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: Jennifer Garcell Title: Vice President

Signature:  Date: 6/19/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina

This sworn statement is submitted by (entity) BB&T whose business address is 200 W Forsyth St., Jax FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 56-0939887 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jennifer Garelle and my relationship to the entity named above is Vice President.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.


Signature

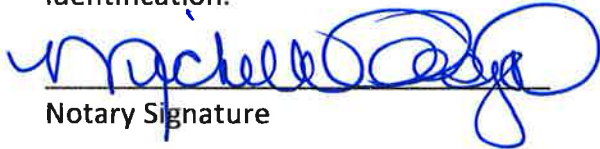
6/19/2018
Date:

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19 day of June, 2018 and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: 10/17/21



THIS FORM MUST BE INCLUDED WITH BID/PROPOS

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina

This sworn statement is submitted by (entity) BBST whose business address is 200 W Forsyth St Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 56-0939887 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jennifer Govelett and my relationship to the entity named above is vice President.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Jennifer Govelett
Signature

6/19/2018
Date:

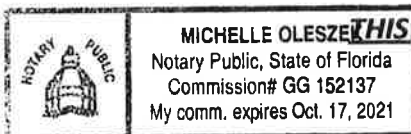
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19 day of June, 2018 and is personally known to me, or has provided _____ as identification.

Michelle Oleszek
Notary Signature

My Commission expires: 10/17/21



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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 ☒ *Not to my knowledge*

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 ☒ *Not to my knowledge*

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 ☒ *Not to my knowledge*

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 *BB&T*

Date *6/19/2018*

Authorized Signature



Printed or Typed Name and Title

Jennifer Gardell, VP

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of RFP 18-13. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Jennifer Gardell TITLE: VP

ADDRESS: 200 W Forsyth St.

CITY: Jacksonville, FL 32202 STATE: FL

AUTHORIZED SIGNATURE:  DATE: 6/18/2018

City of Fernandina Beach, Florida
Addendum No. 2
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 2

The following changes are applicable to the original documents and specifications of RFP 18-13. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Jennifer Gardner TITLE: VP

ADDRESS: 200 W Forsyth St.

CITY: Jacksonville STATE: FL

AUTHORIZED SIGNATURE:  DATE: 6/18/2018

City of Fernandina Beach, Florida
Addendum No. 3
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

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NAME: Lennifer Garcell TITLE: VP

ADDRESS: 200 W Forsyth St

CITY: Jacksonville STATE: FL

AUTHORIZED SIGNATURE: [Signature] DATE: 6/18/2018

City of Fernandina Beach, Florida
Addendum No. 4
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 4

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Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Lennifer Gardell TITLE: VP

ADDRESS: 200 W Forsyth St.

CITY: Jacksonville STATE: FL

AUTHORIZED SIGNATURE:  DATE: 6/18/2018



June 18, 2018

City Clerk's Office
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

To Whom It May Concern:

This Letter constitutes the commitment of First Federal Bank of Florida to provide financing for City of Fernandina Beach's Request for Bank Loan Proposal #18-13. The terms and conditions of this commitment are as follows:

1. Borrower: City of Fernandina Beach
2. Principal Loan Amount: \$6,600,000.00 Non Revolving Line of Credit
3. Interest Rate: 80% of Wall Street Journal Prime Rate adjusted daily. If at any time during the life of the loan the tax exempt status is disqualified, the rate will revert to a tax equivalent rate.
4. Terms of Payment: Semi-Annual Interest Payments each February 1st and August 1st, commencing on 2-1-2019 based on the 365/365 method.
All unpaid Principal and Accrued Interest due July 1, 2021. If needed, the bank will take under consideration the amortization any unpaid principal balance over a period not to exceed 10 years. Terms and Approval will be subject to a review and underwriting of the credit facility prior to maturity.
5. Maturity Date: July 1, 2021
6. Estimated Closing Costs: \$3,000.00 Bank Counsel Fees

7. Collateral: Pledge/lien on the City's appropriate and legally available Non-ad valorem revenues of the General Fund as established by a covenant to budget and appropriate in a sufficient amount to cover the minimum Debt Service Requirement for the life of loan.
8. Loan Documents and Items required for closing:
 - 8.1 Note
 - 8.2 Security Instruments:
 - a. Legal opinion stating the ability to pledge the collateral.
 - b. Security Agreement
 - 8.3 Borrowing Authority Instrument: Resolution authorizing this transaction and pledge of revenues along with a copy of the city commission meeting minutes.
 - 8.4 Loan Agreement
 - 8.5 Miscellaneous
9. General Conditions:
 - 9.1 Financial Statements: Required Annually (Audited)
10. Covenants:
 - 10.1 City to maintain a minimum DSCR on an ongoing annual basis of not less than 1.00X (calculated as: Annual budgeted and collected non ad-valorem revenues received by the city associated with repayment of the Line of Credit provided for RFP #18-13 / Annual debt service on all loans) and may not issue additional debt or bonds on parity with our loan unless DSCR exceeds 1.00X.
 - 10.2 City agrees any reimbursement payments from FEMA and/or the State of Florida related to Marina repairs as identified in RFP #18-13 will be used solely for the repayment of any borrowed monies related to this proposal.
11. Additional Information Required:
 - Legal opinion stating the debt qualifies as tax exempt.
 - Bank counsel to review and accept all documents on behalf of the bank.
 - No prepayment penalty
 - Bank counsel will be represented by Robert G. Shaffer II of RezLegal LLC. Reznicek, Shaw, Shaffer, Jeans
12. Acceptance: Please indicate your acceptance of this proposal letter by returning it to the bank. Unless an acceptance is received within 30 days of this letter, this proposal shall be at the Bank's option void.

It has been a privilege to have this opportunity to provide you a proposal. I look forward to serving the City of Fernandina Beach in the future. First Federal is an institution that intends to stay and grow within our community. Please contact me with any questions at 904-321-1228 or email me at weaverj@ffbf.com.

Respectfully,



James Weaver
SVP / Market President

The undersigned accepts the foregoing proposal and by such acceptance agrees to be bound by the terms of such commitment. This commitment expires if closing does not take place by July 31st, 2018.

Accepted this _____ day of _____ 2018.

Borrowers:

By _____
Authorized City of Fernandina Beach Representative

First Federal Bank Contact Information:

Jim Weaver
Senior Vice President & Commercial Lender
1500 Sadler Road
Fernandina Beach, Florida 32034
Phone: 904 321 1228
Fax: 904 321 2477
Email: weaverj@ffbf.com

Robert W. Turbeville
Executive Vice President & Senior Lender
4705 U.S. Highway 90 West
Lake City, FL 32055
Phone: 386-754-7146
Fax: 386-754-7161
Email: turbeviller@ffbf.com

Georgia C. Jones
Executive Vice President & Chief Credit Officer
4705 U.S. Highway 90 West
Lake City, FL 32055
Phone: 386-755-0600 ext. 3607
Fax: 386-754-7161
Email: jonesg@ffbf.com

George David Brewer
Executive Vice President & Chief Financial Officer
4705 U.S. Highway 90 West
Lake City, FL 32055
Phone: 386-755-0600 ext. 3920
Fax: 386-754-7163
Email: brewerd@ffbf.com

City of Fernandina Beach, Florida
Addendum No. 1
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of RFP 18-13. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: James Weaver TITLE: SVP

ADDRESS: 1500 Sadler Road

CITY: Fernandina Beach STATE: FL

AUTHORIZED SIGNATURE:  DATE: 2/18/2018

City of Fernandina Beach, Florida
Addendum No. 1
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

Question and Answers

1. When do they expect completion of the 9/30/17 audit? The last three years, the audits have been finished during March. Is there a reason for the delay? The audit report for FYE 9/30/17 will be presented and accepted by the City Commission on June 5, 2018. It will be on the City website on June 6, 2018. The delay was due to unexpected complications and delays in converting the accounting system from IMS to Munis, which has since been completed.
2. Since we do not have the 2017 audit at this time, has the City obtained any additional debt other than what was reflected on the 9/30/16 audited financial statement? If so, please provide loan balances and repayment terms. During FYE 9/30/17, no debt was added or retired.
3. The RFP (Page 2 – D) states repayment will be from reimbursements from FEMA Public Assistance Grant Program and the State of Florida Division of Emergency Management for up to 87.5% of the cost of the covered repairs (along with a covenant to budget and appropriate legally available non-ad valorem revenues). The FEMA e-grant application (Page 8) indicates 75% Federal Funding of all eligible costs.
 - a. What is the difference between the 87.5% and the 75%? Is there a separate grant/funding from the State of Florida Division of Emergency Management which makes up the difference. The State of Florida will reimburse the City for 12.5% of the costs, making the combined Federal plus State reimbursement equal to the 87.5% figure.
 - b. Do they anticipate any costs which aren't eligible or covered? At this time, the City does not anticipate costs that will not be eligible or covered by the FEMA 90-91, Statement of Work. However, the City reserves the right to use the LOC for other non-FEMA capital projects at the Marina.
4. Update on the status of the repairs – in the last annual review, the Marina had reopened the boat ramps and was operating at a reduced capacity for slips and fuel (small boats and minimal fuel sales). How long is the remainder of the construction/repairs expected to take and when do they anticipate resuming full operations of the Marina? How will the new Marina compare to the old – same number of boats available to dock, fuel capacity, etc.? Marina operations continue on a limited basis. At this time, we are still not dispensing fuel. The FEMA 90-91 project is the rebuild of the Southern Attenuator. This measures 1,141 linear feet – same as pre Hurricane Matthew and will be able to accommodate the same number of boats.

City of Fernandina Beach, Florida
Addendum No. 1
For
Request for Proposals
RFP 18-13
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5. The RFP indicates total project costs estimated at approximately \$8MM but the grant indicated roughly \$6.5MM and the loan request is for \$6.6MM. What are the other costs? See 3b
6. The budget indicated both the Golf Course and Marina continue to require additional General Fund support outside of the Enterprise Fund. To what level and what are the continued expectations of support from the General Fund for these two projects? Is the Marina funding solely due to Hurricane Matthew and the closure or did it require General Fund support prior to this? I would imagine upon completion and some time for a stabilization of sort, the Marina will be back generating revenue. What are projections – below, at or above historical? The City anticipates continued financial support from the General Fund to the Marina (and Golf Course). The amount has varied from \$281,000 to \$352,600 and is established each year during the budget development process. The City has been transferring funds to the Marina since 2012/2013. (Pre hurricanes). Projected revenues, once the project is completed are an increase above historic levels for transient boaters with an offsetting decline in permanent slip rental revenues.
7. Can you please clarify the Proposal Bond and the Payment and Performance Bond? Per the City Attorney, no Bond is required.
8. Will you accept a non-binding term sheet? The City will give preference to loan commitments, but will consider a non-binding term sheet with a stipulation that a formal loan commitment decision would be provided within 5 calendar days of being notified that the bank was the recommended provider.

END OF ADDENDUM No. 1

City of Fernandina Beach, Florida
Addendum No. 2
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

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NAME: James Weaver TITLE: SVP

ADDRESS: 1500 Sadler Road

CITY: Fernandina Beach STATE: FL

AUTHORIZED SIGNATURE: [Signature] DATE: 6/18/2018

City of Fernandina Beach, Florida
Addendum No. 2
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

Question and Answers

1. Is it the City's desire to pay 'interest only' on the Non Revolving Line of Credit and have a balloon maturity on 7/1/2021?

Yes

2. Is it the City's desire to possibly term the loan out from 7/1/2021 over an extended period up to 10 years from that date?

Yes. It is anticipated that the City will receive all of the reimbursements of up to 85% of the estimated \$6.5 million cost of the Hurricane Matthew repairs by July 1, 2021. The City will be obligated to repay the remaining 15% of the cost and any other improvements not related to the damage caused by Hurricane Matthew.

3. Assuming Interest Only would be payable on 8/1 and 2/1 on the amounts drawn upon and then the balloon on 7/1/2021?

It was anticipated that the City would make at least semi-annual interest payments on January 1st and July 1st, with a balloon payment due on July 1, 2021. Other interest payment dates, including other semi-interest payment dates, quarterly or monthly interest payment dates, will be considered.

END OF ADDENDUM No. 2

City of Fernandina Beach, Florida
Addendum No. 3
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

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NAME: James Weaver TITLE: SVP

ADDRESS: 1500 Sadler Road

CITY: Fernandina Beach STATE: FL

AUTHORIZED SIGNATURE: [Signature] DATE: 6/15/2018

City of Fernandina Beach, Florida
Addendum No. 3
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

Questions and Answers

1. The bid should be handled as a Bank Qualified Rate however in Section H Item 2 it is noted as "A tax-exempt, non-bank qualified variable rate". This is a typo – it should be "bank-qualified".
2. Checking the City's website, the FY 17 audit wasn't posted. The FY17 Audit is now posted on the City's website. <http://www.fbfl.us/documentcenter> go to the Finance folder, open and go to the Audits folder, open and you will find the 2017 Final Audit

END OF ADDENDUM No 3

City of Fernandina Beach, Florida
Addendum No. 4
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 4

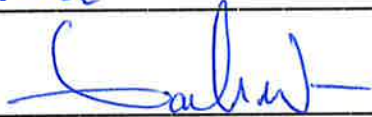
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NAME: James Weaver TITLE: SVP

ADDRESS: 1500 Sadler Road

CITY: Fernandina Bch STATE: FL

AUTHORIZED SIGNATURE:  DATE: 6/15/2018

City of Fernandina Beach, Florida
Addendum No. 4
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

Questions and Answers

1. In the Audit Report, "Due from Other Governments" reported a relatively large increase of \$1,738M. It was primarily related to increases in the account in the General Fund, Airport Fund and Storm water Fund. Can we get an explanation as to the increases?

"Due from Other Governments" in the General Fund is comprised of FEMA Federal Accounts Receivable ("AR") of \$553,008 and FEMA State AR of \$57,785 related to Hurricane Matthew. The Airport Fund saw an increase of approximately \$40,000 in the AR Due from the Federal Government (FAA) and an increase of \$375,500 in the AR Due from the State (FDOT) for the grants associated with the new General Aviation Terminal Building. The Stormwater Fund had AR due from the State (FDEP) of \$532,000 and almost \$177,000 from SJRWMD (St John's River Water Management District) for grant related improvement projects.

2. In the Audit Report, "Unearned Revenue" also reported a relatively large increase of \$810M. This was related primarily to an increase in the Capital Improvement Fund. Can we get an explanation of the increase?

During FYE 9/30/2017, the City paid \$1.6 million for Beach Renourishment. This was treated like a Prepaid Expense because the renourishment wasn't going to occur until the next fiscal year. Nassau County paid \$856,960, their share of this project, which is the "Unearned Revenue" recorded in the Capital Improvement Fund.

3. The FY17/18 budget indicated a projected \$1.2MM gain on the sale of assets in the Marina Fund. What assets are being disposed of and why?

The FY 17/18 budget was developed anticipating the sale of the Vuturo property. The purchase in 2016 includes the property and riparian rights. No sale has taken place to date. Future disposition of the property is part of the FY 18/19 budget discussions.

END OF ADDENDUM No 4

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "A"
CONTACT SHEET

Name: James Weaver / First Federal Bank of Florida

Federal Taxpayer ID: 59-0969721

Mailing Address: 1500 Sadler Road

City, State, & Zip Code: Fernandina Beach, Florida 32034

Telephone: 904 321 1228 Fax: 904 321 2477

Email: weaverj@ffbf.com

Submitted By: James Weaver

Title: Senior Vice President

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: David Brewer Title: Executive VP / CFO

Email Address: brewerd@ffbf.com Phone: 386 755 0600 ext 3920

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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 First Federal Bank of Florida's Loan Proposal for RFP 18 - 13.
2. This sworn statement is submitted by (entity) First Federal Bank of Florida whose business address is 4705 US Highway 90 West Lake City, Florida 32055 and (if applicable) Federal Employer Identification Number (FEIN) is 59-0969721 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is James Weaver and my relationship to the entity named above is Senior Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any 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 RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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

Date:

STATE OF FLORIDA
COUNTY OF NASSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 18th day of June, 2018, and is personally known to me, or has provided _____ as identification.



Michelle A. Lisandrillo
Notary Public *Michelle A. Lisandrillo*
My Commission expires: 10/23/2019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: First Federal Bank of Florida _____

CITY: Lake City _____ STATE: FL ZIP CODE: 32055

SIGNATURE:  _____ PHONE: 904 321 1224

NAME (TYPED OR PRINTED): James Weaver TITLE: SVP

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____ RFP 18-13 _____

Project Description: To provide a bank qualified, tax-exempt non-revolving line of credit to be used for repairs to the City Marina _____

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: _First Federal Bank of Florida_____

Authorized Signature: _____

Title: ___SVP_____

Date: ___06/18/2018_____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: James Weaver Title: SVP

Signature:  Date: 06/18/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "F"

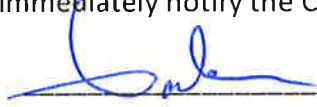
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for First Federal Bank of Florida's Loan Proposal for RFP 18 - 13.

This sworn statement is submitted by (entity) First Federal Bank of Florida whose business address is 4705 US Highway 90 West Lake City, Florida 32055 and (if applicable) Federal Employer Identification Number (FEIN) is 59-0969721 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James Weaver and my relationship to the entity named above is Senior VP.

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: 6/18/2016

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

STATE OF FLORIDA

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 18th day of June, 2018, and is personally known to me, or has provided _____ as identification.

Michelle A. Lisandrillo

Notary Signature

Michelle A. Lisandrillo

My Commission expires: 10/23/2019



THIS FORM MUST BE INCLUDED WITH BID/PROPOS

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for First Federal Bank of Florida's Loan Proposal for RFP 18 - 13.

This sworn statement is submitted by (entity) First Federal Bank of Florida whose business address is 4705 US Highway 90 West Lake City, Florida 32055 and (if applicable) Federal Employer Identification Number (FEIN) is 59-0969721 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James Weaver and my relationship to the entity named above is Senior VP.

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 Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 18th day of June, 2018 and is personally known to me, or has provided _____ as identification.

Michelle A. Lisandrillo

My Commission expires:

10/23/2019

Notary Signature

Michelle A. Lisandrillo



MICHELLE A. LISANDRILLO
Commission # FF 930262
Expires October 23, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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.

First Federal Bank of Florida

06/19/2018

Firm

Date

James Weaver / SVP

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



June 15, 2018

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

RE: RFP 18-13 Tax-Exempt, BQ Non-Revolving Line of Credit

Dear Commissioners,

Synovus Bank ("Bank" or "Synovus") is pleased to provide you with this proposal for a Tax Exempt, Bank-Qualified Non-Revolving Line of Credit:

Borrower:	The City of Fernandina Beach ("City")
Lender:	Synovus Bank ("Bank")
Amount:	Up to \$6,600,000
Credit Facility:	Non-Revolving Line of Credit
Purpose:	To provide an interim financing mechanism to fund repairs to the City owned Marina as a result of Hurricane Matthew
Draws:	Available for up to 1 year from the date of closing, minimum draw amount of \$50,000
Collateral:	Unsecured; however the City will covenant and agree to pledge any funds received from the Federal Emergency Management Agency ("FEMA") Public Assistance Grant Program and the State of Florida Division of Emergency Management to cover the costs of repairs to the City Marina to be used to repay the loan; as well as to covenant and agree to budget and appropriate legally available non-ad valorem revenues in an amount sufficient to pay amounts due on the loan.
Rate:	Floating at Prime – 1.75% (currently 3.25%)
Terms/Repayment:	Semi-annual payments of accrued interest due December 1 st and July 1 st each year for the first 3 years followed by 60 semi-annual payments of Principal plus accrued interest based on any unpaid balance at the end of year 3
Prepayment Fee:	none
Fees & Expenses:	\$6,600 at closing (no additional ongoing expenses or non-utilization fees)



Interest Compounding: None

Interest Day Count: Actual/365

**Capital Adequacy/
Yield Maintenance:** None

Financial Reporting: Audited Financial Statements due annually within 180 days of FYE

Other Conditions: The City will agree to take any such action as may be required by Treasury regulations to maintain the Tax Status of the Loan as a tax-exempt obligation.

Bank Counsel: Mae Charles Barnes, Murray Barnes Finister LLP
(Bank Counsel Fees to be paid by the Bank)

Sincerely,
A handwritten signature in blue ink, appearing to read "Eric H. Tikkanen", with a long horizontal flourish extending to the right.

Eric Tikkanen
Senior Vice President
Synovus Bank
1137 1st Avenue, Uptown Center 3rd Floor
Columbus GA, 31901

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "A"
CONTACT SHEET

Name: Synovus Bank
Federal Taxpayer ID: 58-0201800
Mailing Address: 1137 1st Avenue Uptown Center 3rd Floor
City, State, & Zip Code: Columbus, GA 31901
Telephone: 706-644-6218
Fax: 706-644-4799
Email: erictikkanen@synovus.com
Submitted By: Eric Tikkanen
Title: Senior Vice President
FIRM Accepts Credit Cards*: Yes ☒ No
Accounting Contact: N/A

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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 18-13 Non-Revolving Line of Credit.
2. This sworn statement is submitted by (entity) *Synovus Bank* whose business address is 1137 1st Avenue, Columbus GA 31901 and (if applicable) Federal Employer Identification Number (FEIN) is 58-0201800 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Eric Tikkanen and my relationship to the entity named above is Senior Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

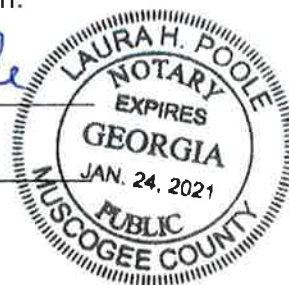
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or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

- Signature: Eric L. Johnson Date: 6/15/18

STATE OF GEORGIA
COUNTY OF Muscogee

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 15 day of June, 2018, and is personally known to me, or has provided _____ as identification.

Laura H. Pool
Notary Public
My Commission expires: _____



18

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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: SYNOVUS BANK

CITY: COLUMBUS

STATE: GA ZIP CODE: 31901

SIGNATURE:  PHONE: 706-644-6218

NAME (TYPED OR PRINTED): Eric Tikkanen TITLE: Senior Vice President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: ____ RFP 18-13 _____

Project Description: __Tax Exempt Bank Qualified Non-Revolving Line of Credit_____

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: Synovus Bank

Authorized Signature: [Signature]

Title: Senior Vice President

Date: 6/15/18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

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: Eric Tikkonen Title: Senior Vice President

Signature: Eric H. Tikkonen Date: 6/15/18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "F"

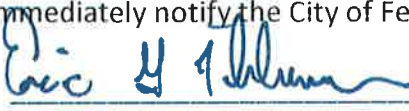
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 18-13.

This sworn statement is submitted by (entity) SYNOVUS BANK whose business address is 1137 1st Avenue, Uptown Center 3rd Floor, Columbus GA 31901 and (if applicable) Federal Employer Identification Number (FEIN) is 58-0201800 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is ERIC TIKKANEN and my relationship to the entity named above is Senior Vice President.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.


Signature Date: 6/15/18

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

STATE OF GEORGIA

COUNTY OF Muscogee

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 15 day of June, 2018, and is personally known to me, or has provided _____ as identification.

Laura H. Poole

Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOS

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ___RFP 18-13___.

This sworn statement is submitted by (entity) SYNOVUS BANK whose business address is 1137 1st Avenue, Uptown Center 3rd Floor, Columbus GA 31901 and (if applicable) Federal Employer Identification Number (FEIN) is **58-0201800**(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is ERIC TIKKANEN and my relationship to the entity named above is Senior Vice President.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Eric M. Tikkanen 6/15/18
Signature Date:

STATE OF GEORGIA

COUNTY OF Muscogee

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 15 day of June, 2018, and is personally known to me, or has provided _____ as identification.

Laura H. Poole

Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach RFP 18-13
Tax-Exempt, Bank-Qualified ("BQ") Non-Revolving Line of Credit

EXHIBIT "V"

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.

Synovus Bank

Firm

6/15/18

Date

Eric H. Tikkonen

Authorized Signature

Eric Tikkonen Senior Vice President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of RFP 18-13. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Eric Tikkanen TITLE: Senior Vice President
Synovus Bank
ADDRESS: 1137 15th Avenue Uptown Center 3rd Floor
CITY: Columbus STATE: GA 31901
AUTHORIZED SIGNATURE: Eric H. Tikkanen DATE: 6/15/18

City of Fernandina Beach, Florida
Addendum No. 2
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 2

The following changes are applicable to the original documents and specifications of RFP 18-13. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Eric Tikkonen TITLE: Senior Vice President

ADDRESS: Synovus Bank 1137 1st Ave Uptown Center 3rd Floor

CITY: Columbus STATE: GA 31901

AUTHORIZED SIGNATURE: Eric M. Tikkonen DATE: 6/15/18

City of Fernandina Beach, Florida
Addendum No. 3
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 3

The following changes are applicable to the original documents and specifications of RFP 18-13. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Eric T. Kkanen TITLE: Senior Vice President

ADDRESS: Synovus Bank
1137 1st Ave Uptown Center 3rd Floor

CITY: Columbus STATE: GA 31901

AUTHORIZED SIGNATURE: Eric T. Kkanen DATE: 6/15/18

City of Fernandina Beach, Florida
Addendum No. 4
For
Request for Proposals
RFP 18-13
TAX EXEMPT, BANK-QUALIFIED ("BQ") NON-REVOLVING LINE OF CREDIT

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

ADDENDUM No. 4

The following changes are applicable to the original documents and specifications of RFP 18-13. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Eric Tikkonen TITLE: Senior Vice President

ADDRESS: Synovus Bank 1137 1st Ave Uptown Center 3rd Floor

CITY: Columbus STATE: GA 31901

AUTHORIZED SIGNATURE:  DATE: 6/15/18

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-106
Grant Agreement - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-106.

SYNOPSIS: The attached joint participation agreement (JPA) provides the first phase of a two-phase grant from the Florida Department of Transportation (FDOT) for design and construction of a new fuel farm facility at the Fernandina Beach Municipal Airport.

The JPA enclosed with this grant agreement provides a \$56,250 grant with a 20% grant match requirement from the Airport fund. The second phase of this grant is programmed in FDOT FY20 in the amount of \$343,750, and will be expected under a supplemental JPA in July of 2019. The total programmed grant amount for this project is \$400,000 with a 20% match requirement from the Airport fund.

This grant offer is consistent with the Airport's budget proposal for FY 18/19 and the Airport's Five-Year Capital Improvement Plan.

FISCAL IMPACT: The proposed payment for this Fuel Farm Project is included in the Airport Improvements Account # 420 56300 in the FY 2018/2019 budget and will be reimbursed with the funding identified in this JPA by FDOT.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-106.

Nicole Bednar, Administrative Services Manager	07/26/2018
Dale Martin, City Manager	07/30/2018
Patti Clifford, Comptroller	07/31/2018
Tammi E. Bach, City Attorney	07/31/2018
Katie Newton, Legal Assistant	07/31/2018

Date: June 28, 2018

Submitted By: Nathan Coyle, Airport Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A JOINT PARTICIPATION AGREEMENT (JPA) #43803519419 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION OF A FUEL FARM FACILITY AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has provided a joint participation agreement to authorize the first phase of programmed funds to design and construct a new fuel farm facility at the Fernandina Beach Municipal Airport; and

WHEREAS, projected funding support from FDOT related to this project is expected to total \$400,000, with a twenty-percent match requirement, across two fiscal years; and

WHEREAS, this project is consistent with the Airport's Five-Year Capital Improvement Plan and proposed budget for Fiscal Year 2018/2019.

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

SECTION 1. The City Commission hereby authorizes FDOT Joint Participation Agreement #43803519419, attached hereto as Exhibit "A", in the amount of \$56,250 for the Design and Construction of a New Fuel Farm Facility Project at the Fernandina Beach Municipal Airport.

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

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

ADOPTED this 7th day of August, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Resolution 2018-106
Exhibit "A"

725-030-06
PUBLIC
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Financial Project Number(s): <u>438035-1-94-19</u> (item-segment-phase-sequence)	Fund: <u>DDR,DPTO</u> Function: <u>215</u> Federal Number: <u>314965</u> DUNS No.: <u>80-939-7102</u> Agency DUNS No.: _____	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000317019</u> CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>
Contract Number: _____ CFDA Number: _____ CFDA Title: _____		

THIS JOINT PARTICIPATION AGREEMENT ("Agreement"), made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and City of Fernandina Beach, 700 Airport Road Fernandina Beach, FL 32034 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before 12/31/2021 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the Project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.007 (Aviation), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in

the design and construction of a fuel farm at the new terminal/welcome center building at Fernandina Beach Municipal Airport.

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

1.10 Exhibits. A,B,C & D are attached and incorporated into this Agreement.

2.00 Accomplishment of the Project:

2.10 General Requirements. The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency. The Agency shall initiate and prosecute to completion all proceedings necessary, including federal aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents. The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

3.00 Total Project Cost. The total estimated cost of the Project is 56,250.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

4.00 Project Costs Participation and Eligibility:

4.10 Department Participation. The Department agrees to maximum participation, including contingencies, in the Project in the amount of 45,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.11 Agency Participation (Non-State Sources). The Agency agrees to minimum participation, including contingencies, in the Project in the amount of 11,250.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

4.12 Federal Awards. The Agency, a non-federal entity, ☐ is ☒ is not a recipient of a federal award, as detailed in Exhibit "B."

4.20 Project Cost Eligibility. Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

4.30 Front End Funding. Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by

execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.20 Payment Provisions. Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records. The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project. The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers. Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audits. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

1. Federal Funded

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F - Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Exhibit D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F - Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F - Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit

Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

2. State Funded

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted 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 D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements,

the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance. Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency. In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, 32204-2730, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 Deliverables. The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Travel Expenses. Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor **Travel Form No. 300-000-06**. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

7.15 Property Acquisition. For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations. Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to

this Agreement;

- b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally. If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 Access to Documents and Materials. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

9.00 Audit and Inspection. The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act .

10.22 Procurement of Commodities or Contractual Services. It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

10.40 Procurement of Construction Services. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity. In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests. The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.
- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations. Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties. The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission. By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

12.70 Use and Maintenance of Project Facilities and Equipment. The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records. The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment. If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

12.90 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department 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 Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses 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 expenses at trial.

13.00 Plans and Specifications. In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a) All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b) The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d) The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification. The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 Contingency of Payment. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

15.20 Multi-Year Commitment. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement. The Agency agrees to complete the Project on or before 12/31/2021. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

16.10 Final Invoice. The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

20.00 Vendors Rights. The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

21.00 Restrictions, Prohibits, Controls, and Labor Provisions. During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which

any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

24.00 Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

25.00 Maintenance of Project. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

26.00 Federal Grant Number. If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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

AGENCY

DEPARTMENT

City of Fernandina Beach

James M. Knight, P.E.

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

Urban Planning and Modal Administrator

SIGNATORY (PRINTED OR TYPED)

TITLE

SIGNATURE

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

TITLE

See attached Encumbrance Form for date of
Funding Approval by Comptroller

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Fernandina Beach
700 Airport Road Fernandina Beach, FL 32034
referenced by the above Financial Project Number.

PROJECT LOCATION:

Fernandina Beach Municipal Airport

PROJECT DESCRIPTION:

Fuel Farm at the new Terminal/Welcome Center Building; (Construct/Expand/Relocate/Modify/Improve/Rehabilitate): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping; fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of existing fuel farms (tank removal or capping); and security system, including all materials, equipment, labor, and incidentals required to complete the fuel farm project. The Sponsor will comply with Aviation Program Assurances.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
- b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.

b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months

Financial Project No. 438035-1-94-19

Contract No.

Agreement Date

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Fernandina Beach

700 Airport Road Fernandina Beach, FL 32034

referenced by the above Financial Project Number.

I.	PROJECT COST:								\$ 56,250.00
	TOTAL PROJECT COST:								\$ 56,250.00
II.	PARTICIPATION:								
	Maximum Federal Participation								
	FAA	(	0	%)	or	\$		0.00	
	Agency Participation								
	In-Kind	(		%)	or	\$			
	Cash	(	20	%)	or	\$		11,250.00	
	Other	(		%)	or	\$			
	Maximum Department Participation,								
	Primary								
	DDR,DPTO	(	80	%)	or	\$		45,000.00	
	Federal Reimbursable	(		%)	or	\$			
	Local Reimbursable	(		%)	or	\$			
	TOTAL PROJECT COST:								\$ 56,250.00

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

Financial Project No. 438035-1-94-19
Contract No. _____
Agreement Date _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,
Department of Transportation and City of Fernandina Beach
700 Airport Road Fernandina Beach, FL 32034

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

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- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

EXHIBIT "C"
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- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System
 - a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
 - b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

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c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable

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consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the

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price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

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16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. Planning Projects

For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.

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- (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
- (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - (5) Establish a project account for the purchase of the land.
 - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

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- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - (2) Complete an Airport Master Plan within two years of land purchase.
 - (3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:
- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
 - (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
 - (4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.
 - (5) For disposal of real property purchased with Department funding:
 - (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
 - (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - (c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

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(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

- (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- (3) Completed construction complies with all applicable local building codes.
- (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

- (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- (2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.
- (3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.
- (4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

- (1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.
- (2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- (3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- (1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same

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terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 438035-1-94-19

Contract No. _____

Agreement Date _____

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: AVIATION GRANT PROGRAM
CSFA Number: 55.004
***Award Amount:** \$45,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-107
Proposal Approval - Weatherproofing Technologies, Inc. / Budget Amendments - Library

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-107

SYNOPSIS: The attached Resolution approves hiring Waterproofing Technologies Inc. for repairs at 25 North 4th Street. The price of roof repairs is awarded by pre-bid contract through the Association of Education Purchasing Agencies (AEPA) via contract #IFB #017-F.

Staff recommends an increase to the Library's Repair/Maintenance account in the amount of \$34,350 for the installation of an expansion joint on the library's roof as well as the application of Alphaguard waterproofing sealant over damaged portions of the roof.

The Resolution approves a cooperative purchase with another government agency which is provided for in Section 2-431 of the City Code.

FISCAL IMPACT: Funds are available in the following accounts:

\$10,000 from the Non Departmental Repair/Maintenance Building account, 0011910 54610;
\$10,000 from the Building Non Capital Equipment account, 0012400 56401;
\$8,000 from the Downtown Repair/Maintenance Building/Grounds account, 0015200 54610;
\$5,000 from the Streets Non Capital Equipment account, 0014100 56401; and
\$1,350 from the Finance Equipment account, 0011300 56400

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-107.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	06/26/2018
Dale Martin, City Manager	07/27/2018
Patti Clifford, Comptroller	07/27/2018
Tammi E. Bach, City Attorney	07/30/2018

Date: June 19, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WEATHERPROOFING TECHNOLOGIES, INC (A SUBSIDIARY OF TREMCO INC) TO PERFORM ROOF REPAIRS TO THE BUILDING AT 25 NORTH 4TH STREET IN AN AMOUNT NOT TO EXCEED \$34,350; APPROVING AMENDMENTS TO THE LIBRARY BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City building at 25 North 4th Street which houses the Nassau County Public Library has roof leaks; and

WHEREAS, staff recommends hiring Weatherproofing Technologies, Inc. (a subsidiary of Tremco Incorporated) to make the necessary repairs to the roof. Repairs consist of the installation of an expansion joint and the application of a sealant over the damaged portions of the roof; and

WHEREAS, pricing for roof repairs by Weatherproofing Technologies, Inc. is awarded by pre-bid contract through the Association of Education Purchasing Agencies (AEPA) via contract #IFB #017-F; and

WHEREAS, staff recommends budget amendments transferring \$34,350 to the Library Repair/Maintenance Building account, 0017100 54610, from the following accounts: \$10,000 from the Non Departmental Repair/Maintenance Building account, 0011910 54610; \$10,000 from the Building Non Capital Equipment account, 0012400 56401; \$8,000 from the Downtown Repair/Maintenance Building/Grounds account, 0015200 54610; \$5,000 from the Streets Non Capital Equipment account, 0014100 56401; and \$1,350 from the Finance Equipment account, 0011300 56400.

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

SECTION 1. The City Commission hereby approves hiring Weatherproofing Technologies, Inc. for the repairs at the library at 25 North 4th Street in an amount not to exceed \$34,350.

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

SECTION 3. The City Commission hereby approves budget amendments transferring \$34,350 to the Library Repair/Maintenance Building account, 0017100 54610, from the following accounts: \$10,000 from the Non Departmental Repair/Maintenance Building account, 0011910 54610; \$10,000 from the Building Non Capital Equipment account, 0012400 56401; \$8,000 from the Downtown Repair/Maintenance Building/Grounds account, 0015200 54610; \$5,000 from the Streets Non Capital Equipment account, 0014100 56401; and \$1,350 from the Finance Equipment account, 0011300 56400.

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

ADOPTED this 7th day of August, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
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

WTI General Services Proposal



Proposal Prepared for:

**City of Fernadina Beach
ATTN: Mr. Jeremiah Glisson
1017 South 5th Street
Fernadina Beach, FL 32034**

June 14th, 2018

**Fernadina Beach Public Library
Roof Repair**

AEPA# IFB #017-F



A Subsidiary of Tremco Incorporated

3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com

An **RPM** Company

3/28/14

WTI General Services Proposal

Re: Project Name/Address: Fernadina Beach Public Library Repair
Customer (the "Customer"): City of Fernadina Beach

Dear Mr. Jeremiah Glisson:

Thank you for allowing Weatherproofing Technologies, Inc. ("WTI") to provide you with a proposal for work at the above-referenced location.

CONTRACT PRICE:

\$ 27,828.22 (plus applicable tax) ☐ Labor Only ☐ Time and Materials NTE ☒ Lump Sum

SCOPE OF WORK (THE "WORK"):

ATTACHED

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice.



WTI General Services Proposal

TERMS AND CONDITIONS:

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/filesshare/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

Sincerely, Brian Blaydes

WEATHERPROOFING TECHNOLOGIES, INC.

By: Brian Blaydes

Title: Field Advisor

Phone: 317-445-1574

E-mail: bblaydes@tremcoinc.com

AUTHORIZATION AND ACCEPTANCE:

Authorization is hereby given to WTI to proceed with the Work.

Customer:

By:

P.O. number (if required):

Print name:

Title:

Date:



Brian Blaydes

Field Advisor

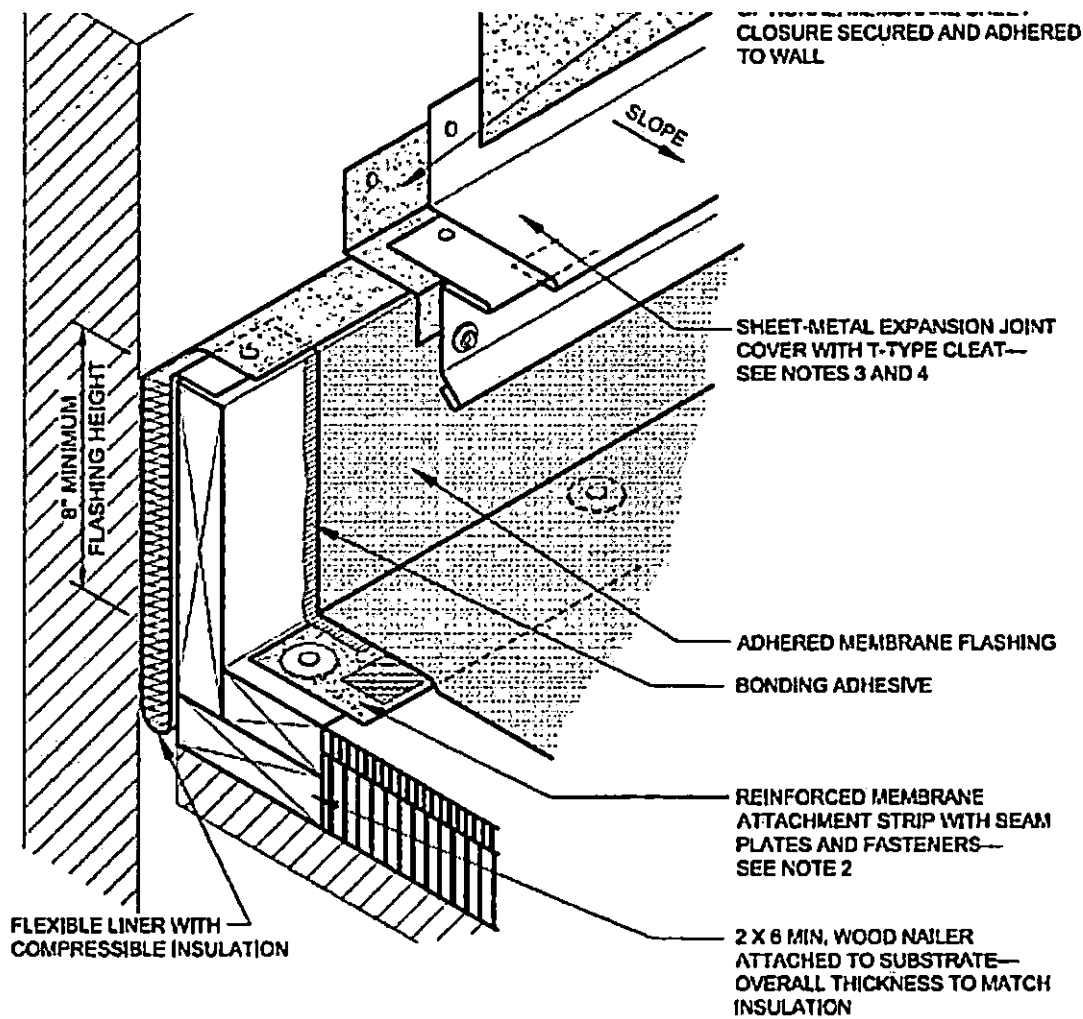
Mobile: (317) 445-1574

Fax: 904-212-1476

Fernandina Library Expansion Joint

1. Meet with customer each day and advise as to being on site.
2. Set up safety per WTI/OSHA standards.
3. Perform daily safety audits as required.
4. At location shown by WTI Foreman an expansion joint will be installed as follows:
 - A. Remove existing roof down to steel deck at wall/new roof intersection, 130 linear feet.
 - B. Attach 2"x6" pressure treated base layer to steel roof deck using #14 screws.
 - C. Attach multiple layers of same lumber one at a time using 10d coated sinkers 6" on center staggered until roof height is reached.
 - D. Assemble new expansion joint per framing per detail provided and install to top of new lumber using the same nailing spec.
 - E. Install new wood-fibered cant strip at base of expansion joint.
 - F. Prime expansion joint vertical surface and field of roof 12" from toe of cant strip with Tremprime WB asphalt primer.
 - G. Install new base ply of Composite Ply HT on the roof and up the cant set in Powerply Standard Cold Adhesive.
 - H. Install one ply of Powerply Standard granulated sheet on top of base ply in Powerply Standard Cold Adhesive extending past toe of base ply 2" granulating bleed out.
 - I. Install Composite Ply HT base layer of flashing on expansion wall set in ELS mastic extending bottom of flashing 4" past toe of cant strip.
 - J. Install Powerply Standard flashing sheet on expansion wall set in ELS mastic extending 6" past toe of cant strip.
 - K. Seal all vertical flashing laps with a three-course application of ELS mastic and 4" Burmesh re-enforcing mesh.
 - L. Immediately granulate ELS with roof granules to match.

- M. Install flexible envelope sheet behind expansion joint frame and secure to wood.
- N. Fill envelope with unfaced fiberglass insulation.
- O. Install backing rod at the top of wall/expansion gap to ensure bellows.
- P. Install flexible waterproofing closure sheet over top of wall/expansion gap to ensure 100% water tight seal by turning the sheet up the wall and terminating to the masonry wall. Seal top of bar with Tremseal Pro polyurethane sealant.
- Q. All membrane seams are to be three-coursed with Polyroof LV and 6" Burmesh.
- R. Install 2-piece metal slip joint detail as shown on spec sheet provided.
- S. Tie existing upper wall flashing into metal slip joint counter flashing flange by first priming flange with Tremprime WB then a three-course application of ELS mastic and mesh then ELS and Powerply granulated cap sheet.
- T. Remove all debris and dispose of in dumpster provided by WTI.
- U. Any additional work may be performed only after a signed change order has been received.



WTI General Services Proposal

Proposal Prepared for:

**City of Fernadina Beach
ATTN: Mr. Jeremiah Glisson
1017 South 5th Street
Fernadina Beach, FL 32034**

June 14th, 2018

**Fernadina Beach Public Library
Roof Repair - Alphaguard Repair**



WTI General Services Proposal

Re: Project Name/Address: Fernadina Beach Public Library Repair
Customer (the "Customer"): City of Fernadina Beach

Dear Mr. Jeremiah Glisson:

Thank you for allowing Weatherproofing Technologies, Inc. ("WTI") to provide you with a proposal for work at the above-referenced location.

CONTRACT PRICE:

\$ 4,888.55 (plus applicable tax) ☐ Labor Only ☐ Time and Materials NTE ☒ Lump Sum

SCOPE OF WORK (THE "WORK"):

ATTACHED

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice.



WTI General Services Proposal

TERMS AND CONDITIONS:

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

Sincerely, Brian Blaydes

WEATHERPROOFING TECHNOLOGIES, INC.

By: Brian Blaydes

Title: Field Advisor

Phone: 317-445-1574

E-mail: bblaydes@tremcoinc.com

AUTHORIZATION AND ACCEPTANCE:

Authorization is hereby given to WTI to proceed with the Work.

Customer:

By:

P.O. number (if required):

Print name:

Title:

Date:



PAGE 2

A Subsidiary of Tremco Incorporated

3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com

An **RPM** Company

3/28/14



Brian Blaydes

Field Advisor

Mobile: (317) 445-1574

Fax: 904-212-1476

City of Fernadina Beach

Public Library Alphaguard Repair

1. Roof Preparation
 - a. Remove any debris in repair area.
 - b. Power wash affected area.
 - c. Allow to dry.
 - d. Cut out any areas sealed with silicone.
2. Apply Geogard Primer
 - a. Allow 1-2 hours to cure.
3. Roof Membrane Application
 - a. Mix curing catalyst into Alphaguard BIO Base Coat.
 - b. Apply to field of roof at a rate of 4 Gallons per 100 square feet.
 - c. Immediately embed 40" high tensile strength polyester reinforcement into wet base coat.
 - d. Overlap side laps 4".
 - e. Overlap end laps 6".
 - f. Embed polyester into base coat until completely encapsulated.
 - g. Allow to cure.
 - h. Mix curing catalyst into Alphaguard BIO Top Coat.
 - i. Apply to Alphaguard BIO Top Coat over previously treated base coat areas at a rate of 2 gallons per 100 square feet.

**EXTENSION OF AGREEMENT
AEPA BID #017**

Contract EXTENSION AGREEMENT made by and between

**Weatherproofing Technologies, Inc. (Vendor)
Roofing**

and

PAEC Florida Bay (Member)

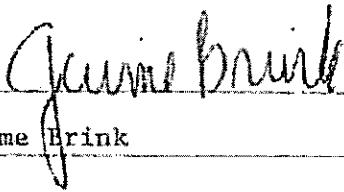
The existing Agreement was initially awarded through February 28, 2018. The Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2021. AEPA has approved this extension and now the Member and the Vendor desire to extend the Agreement for an additional term to commence February 28, 2018. Upon the signatures of an authorized officer of the Member and the Vendor, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Member

Authorized Signature  Title Executive Director, PAEC
Typed Name John T. Selover Date 2/26/18

Vendor

Authorized Signature  Title VP
Typed Name Jaime Brink Date 12/20/17

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the AEPA Bid.

If you as the Vendor do not want to extend contract, please sign below.

Discontinue: We desire to discontinue the contract, effective February 28.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

NOTE: This agreement must be received by the Member on or before January 30, 2018.

PAEC 1-10-18
WCSB 2-12-18

**AEPA IFB #017-F Roofing & Building Envelope Services
Form B - Acceptance of Bid & Contract Award**

Name of Bidder: Weatherproofing Technologies, Inc.

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Company Name Weatherproofing Technologies, Inc. Date 3 October 2016
 Company Address 3735 Green Road City Beachwood State OH Zip 44122
 Contact Person Paul Hoogenboom Title President
 Authorized Signature [Signature] Title President
 Email Address phoogenboom@tremcoinc.com Phone (216) 514-7771

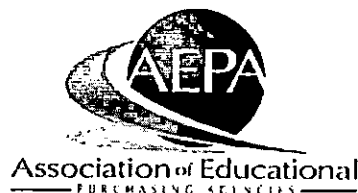
PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Vendor Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2018 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency PAEC Florida Bay
 Agency Executive John T. Selover [Signature]
 Awarded this 14th day of Feb. 2017 Contract Number AEPA 017-F FL Bay 17-02
 Contract to commence (Member Agency to select): ☐ _____ or ☒ March 1, 2017

BOD: 1/23/17

WCSP: 2/13/17



Invitation for Bid AEPA IFB #017

Part A – Terms and Conditions

Notice to Bidders

Sealed Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

1:30 p.m. EDT, Wednesday, October 5, 2016

For Catalog Bids: Digital Multi-Function Devices/Copiers, Printers and Related Services, LED Lighting, Kitchen Equipment & Supplies.

For Construction Related Bids: Athletic Surfaces - Hardwood & Synthetic Flooring, Athletic Field Lighting, Roofing & Building Envelope Services.

Each bid package consists of multiple parts:

Part A – Notice to Bidders, Bid Procedures, and Terms and Conditions

Part B – Commodity Specifications

Bid Proposal Checklist

Forms A – G

Part D - G – Additional Bid Forms if required (varies by commodity)

All bids shall be submitted online via Public Purchase by the due date and time listed below in the bid and contract timeline. Note that Bidders must be able to provide their proposed products and services in up to 26 states including California, Colorado, Connecticut, Florida, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

AEPA bid documents can be downloaded after registering, at no cost, on Public Purchase at www.publicpurchase.com. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and an opening record will be posted to Public Purchase. Bids will be publicly opened at 1:30 PM EDT on October 5, 2016, at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328.

Bid & Contract Timeline:

August 15, 2016	Publication of IFB available through Public Purchase. Notification will also be posted to the AEPA website, www.aepacoop.org .
September 7, 2016	Pre-Bid Conference Call – Must register by Sept. 1, 2016 to participate
September 23, 2016	Deadline for questions from Bidders
October 5, 2016, 1:30 pm CST	Deadline for Bid Submittals and Bid Reading via Public Purchase

November 9, 2016	Contract Recommendations posted on Public Purchase and the AEPA website, www.aepacoop.org
November 30, 2016	AEPA Approval of bids
December 7, 2016	Bidders are advised of the results of the bid via Public Purchase
December 7, 2016 to February 1, 2017	Vendor Partner's submit required documentation to Member Agencies
No later than March 1, 2017 to February 28, 2018	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2018 - 2020	Annual contract renewal dates subject to approval by AEPA

For information on how to address all questions regarding this Invitation for Bid (IFB), reference Section II. Bid Procedures, Section C. Questions.

AEPA Member Agency Information

State	Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,000,000
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
* Florida	Panhandle Area Education Consortium	Larche Hardy	larche_hardy@paec.org	2,700,000
Indiana	Wilson Education Center	Phil Partenheimer	philp@wesc.k12.in.us	1,046,026
Iowa	Iowa Educators Consortium	Joni Puffett	jpuffett@iec-ia.org	510,010
Kansas	Southeast Kansas Education Service Center	Tina Smith	tina.smith@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.ky.gov	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Tim Loock	tim.loock@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Jeremy Kovash	jkovash@lcsc.org	830,482
Missouri	Cooperating School Districts	Matt Goodman	mgoodman@edplus.org	650,000
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	Nebraska ESU Cooperative Purchasing	Craig Peterson	Craig.peterson@esucc.org	300,000
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@nresc.k12.nj.us	1,369,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,223
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	104,278
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mail.mecdc.org	1,700,000
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csiu.org	5,700,000

Judy Hall, Program Assistant - (850) 638-6131
Ext. 2231 - judy.hall@paec.org

Project Services

The Panhandle Area Educational Consortium's (PAEC) Florida Buy Cooperative State Purchasing Program partners with the Association of Educational Purchasing Agencies (AEPA) to leverage the purchasing power of schools in more than half the country. Such purchasing power delivers amazing pricing on everything from office supplies, athletic turf, technology products, and roofing. The Florida Buy Program offers nearly 60 different purchasing contracts from a wide array of products and services. **The contracts are available to all Florida schools, municipalities, county government, colleges and universities, and non-profit organizations. It is absolutely free and no membership is required.**



[Click Here for Marketplace Catalog](#)



The Florida Buy Program offers a solution to Florida's new 2016 education procurement law requiring Florida Schools and the Florida College System to "review the purchasing agreements and state term contracts available under FS.287.056" before making a purchase of non-instructional products and services. But the new law also allows schools to "use the cooperative state purchasing programs managed through regional educational consortium service organizations" like the Florida Buy program, as a means to determine if their purchasing agreements are to the "economic advantage" of schools or colleges. See the new law [here](#).

To simplify the purchasing process even further, the consortium's Florida Buy Program has an e-commerce shopping platform (Marketplace Catalog) that allows schools to simultaneously shop and compare prices on thousands of catalog items in a secure, easy to use program. The "Amazon like" marketplace accepts P-cards and purchase orders. The consortium staff can set up an approval chain so that school administrators can have the final say before an item is purchased.

Contact the staff at the PAEC Florida Buy program at the number below for assistance with any of your purchasing needs.

[Notice to Bidders](#)
[\(Click Here for More Information\)](#)



Panhandle Area Educational Consortium
Advancing Schools and Communities for Student Success

753 West Boulevard, Chipley, FL32428 Phone 1877-873-7232



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Serving the Students of Northwest Florida since 1967



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Request for Proposal
Emergency and Standby Generators
Due March 29, 2018 by 4:30 pm Central Time

Request for Proposal
#18-09 Chain Link Fencing
Due April 26, 2018 not later than 4:30 pm CT

Contact Information

Larche Hardy, Coordinator of Cooperative
 Purchasing (850) 638-6131 Ext. 2256 -
larche.hardy@paec.org



Panhandle Area Educational Consortium
 PURCHASING AGENCY

Sec. 2-431. - Open market purchases.

Where it is determined by the city manager that it is either not practical or not advantageous to the city to conduct competitive sealed bidding or competitive sealed proposal procedures, purchases may be made in the open market without newspaper advertisement and without strictly observing the procedures otherwise described herein.

(1) *Minimum number of bids.* All open market purchases shall, whenever feasible, be based on at least three competitive bids, and shall be awarded to the most responsive and responsible bidder in accordance with standards established in this Code.

(2) *Notice inviting bids.* Bids shall be solicited by:

- a. Direct mail request to prospective vendors;
- b. Telephone; or
- c. Public notice posted in city hall.

(3) *Recording.* The city manager shall keep a record of all open market orders and the bids submitted in competition thereon, and such records shall be available for public inspection after opening.

(4) *Purchase from federal, state, county and other city contracts.* The city manager shall have authority to purchase directly from federal, state, county contracts or other similar purchasing alliances or from other city contracts for **cooperative** purchasing if reasonable due diligence shows that a competitive price can be obtained from using such contracts.

(Ord. No. 2005-16, § 2, 6-7-05; Ord. No. 2010-10, § 8, 5-18-10)

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2018-108
Award Bid #18-16 - OTAK Group Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-108

SYNOPSIS: The City of Fernandina Beach solicited bids from vendors for repairs to the Marina Boaters Lounge and Bathhouse from damages sustained from Hurricane Matthew. This project (#18034 - Marina Boaters Lounge Mitigation) was originally bid with ITB 18-01 and the proposals came in over budget so the project was re-bid with ITB 18-16. Two bids were received and opened on July 12, 2018.

The attached Resolution recommends awarding Bid #18-16 to OTAK Group Inc.

FISCAL IMPACT: The City received insurance proceeds in FY 2016/2017 in the amount of \$29,335.21 for damages sustained on the land side of the Marina (Boaters Lounge and Bathhouse) from Hurricane Matthew. These funds were carried forward into FY 17/18.

Funds are budgeted and available in the Marina Improvements Account #480 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-108.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	07/17/2018
Dale Martin, City Manager	07/27/2018
Patti Clifford, Comptroller	07/27/2018
Tammi E. Bach, City Attorney	07/30/2018

Date: July 12, 2018

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2018-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID #18-16 TO OTAK GROUP, INC. FOR REPAIRS TO THE MARINA BOATERS LOUNGE AND BATHHOUSE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for repairs to the Marina's Boaters Lounge and Bathhouse. This project was originally bid with ITB 18-01 and the proposals came in over budget so the project was re-bid with ITB 18-16; and

WHEREAS, after review and consideration of the bids received, staff recommends awarding Bid #18-16 to the lowest qualified bidder, OTAK Group, Inc., in an amount not to exceed \$30,789 (bid of \$27,990 with 10% contingency); and

WHEREAS, the City received insurance proceeds in FY 2016/2017 in the amount of \$29,335.21 for damages sustained on the land side of the Marina (Boaters Lounge and Bathhouse) from Hurricane Matthew. These funds were carried forward into FY 17/18; and

WHEREAS, staff wrote off the Marina's capital assets after Hurricane Matthew, including the Boater's Lounge. This project (#18034) will restore the asset. As a result, it can be capitalized and funds are available in the Marina Improvements Account #480 56300.

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

SECTION 1. The City Commission hereby approves the award of Bid #18-16 to OTAK Group, Inc. in the amount of \$30,789.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute any documents pertaining to the bid awardment upon review and approval of the City Attorney.

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

ADOPTED this 7th day of August, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **MARINA BOATER'S LOUNGE REPAIRS**.

The City will receive sealed bids at the location stated below not later than **10:00am, Thursday, July 12, 2018**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #18-16** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #18-16**
204 Ash Street
Fernandina Beach, FL 32034

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

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies**), hereto attached as **"Exhibit A"**. The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

SCOPE OF WORK

- Boater's Lounge Building (lounge area, restrooms, storage closet, and laundry rooms)
 - o Cut and remove all drywall 24" up from floor
 - o Replace all insulation 24" up from floor
 - o Perform any mold remediation as necessary
 - o Replace all electrical outlets and relocate 24" above floor
 - o Install ¼ diameter tile backer board 24" up from floor
 - o Waterproof seams of backer board
 - o Install ceramic tile & color matched grout (tile to match floor)
 - o Install transition molding or tile where drywall and tile meet
 - o Repair damaged window seals in west side of the building
 - o Eliminate outside outlet on boat ramp (south side) side of building
 - o Replace 80g hot water heater and install on stands that is 24" above finished floor (if allowed by code)
 - o Provide permitting as necessary

Miscellaneous – contractor must provide port-o-lets during renovation of restrooms

Alternate / Option 1

- o Replace entire HVAC system with Carrier system of similar size/spec. System must be installed on stands that are 24" above finished floor (if allowed by code)

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and Onvia DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weeks, Purchasing Agent, wweeks@fbfl.org.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weaks, wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

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

If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

1. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACTOR that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.
2. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Scope of Work, all services (and items incidental thereto) and work provided by CONTRACTOR shall conform to the following:

PROJECT SCHEDULE

CONTRACTOR shall begin no later than thirty calendar (30) days from issuance of Purchase Order or notice to proceed; all work must be completed **within thirty (30) calendar days of startup**.

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by Fleet & Facilities Director or designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

2. CONTRACTOR may set up equipment onto the job-site without commencing work for a maximum of seven (7) calendar days. Location of equipment storage will be provided by the Fleet & Facilities Director or designee.
3. CONTRACTOR will, prior to any delay submit notification of delay in writing within five (5) calendar days to Fleet and Facilities Director or designee.
4. CONTRACTOR shall submit documentation explaining the cause of delay. CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of time.
5. CONTRACTOR shall arrange with the Fleet & Facilities Director or designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, corridors, and stairways. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Fleet & Facilities Director and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.
2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.
3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.
4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.
5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.

CITY OF FERNANDINA BEACH, FLORIDA
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6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

1. CONTRACTOR shall be aware that this project is subject to public and private vehicular and pedestrian traffic at all times.
2. CONTRACTOR shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.
3. CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, vehicles, utilities, and work of any kind against damage or interruptions of service, which may result from the operations of the CONTRACTOR.
4. CONTRACTOR shall provide Safety Data Sheets: If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this the contract period, CONTRACTOR shall furnish Safety Data Sheets to the Fleet & Facilities Director or designee prior to commencing this project.
5. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
6. CONTRACTOR shall have a person, which is on their payroll and with **the authority to make decisions, on site at all times.**

REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the Fleet & Facilities Director or designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspection will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents. CITY may require special inspection or testing of the work.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the

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work, or a portion of the work, until such time as the cause of such stop order has been eliminated.

4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY, after three (3) days written notice to CONTRACTOR without correction, may correct the deficiencies through CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the Marina Boater's Lounge mitigation is complete in detail and finish, and free of hazardous conditions. The material warranty and workmanship must have a one (1) year warranty.
2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.
3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

LIQUIDATED DAMAGES

Should the awarded CONTRACTOR fail to complete work and make the area available for use within the stipulated period CONTRACTOR may be assessed by the CITY the amount of one hundred dollars (\$100.00) for each consecutive calendar day that expires after the time specified for completion and ready for final payment until the work is complete. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to CONTRACTOR This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

**CITY OF FERNANDINA BEACH, FLORIDA
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GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BIDS**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

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3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.

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- d. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, and Onvia Demandstar at www.demandstar.com.
- e. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

BID BOND:

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

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

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

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

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

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1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
2. Completed Operations/Products Liability.
3. Broad Form Property Damage
4. Personal and Advertising Injury Liability
5. Independent Contractors
6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.

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"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner] , [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact Sheet/Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

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

17. LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

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EXHIBITS

EXHIBIT “A”	Contact Sheet/Bid Form
EXHIBIT “B”	Public Entity Crimes
EXHIBIT “C”	Drug-Free Workplace Certification
EXHIBIT “D”	E-Verify Statement
EXHIBIT “E”	Proposer Acknowledgments and Agreements
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Non-Collusion Affidavit
EXHIBIT “H”	Dispute Disclosure

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EXHIBIT "A"

TO GENERAL CONDITIONS TO ITB #18-16

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

BID AMOUNT: MARINA BOATER'S LOUNGE REPAIRS \$_____

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

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____ Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "B"

TO GENERAL CONDITIONS TO ITB #18-16

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

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controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____,

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "C"

TO GENERAL CONDITIONS TO ITB #18-16

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "D"

TO GENERAL CONDITIONS TO ITB #18-16

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER’S LOUNGE REPAIRS**

EXHIBIT “E”

**TO GENERAL CONDITIONS TO ITB #18-16
PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS**

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "F"

TO GENERAL CONDITIONS TO ITB #18-16

CONFLICT OF INTEREST STATEMENT

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

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity 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 _____

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "G"

TO GENERAL CONDITIONS TO ITB #18-16

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 their signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

My Commission expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "H"

**TO GENERAL CONDITIONS TO ITB #18-16
DISPUTES DISCLOSURE FORM**

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH BID OPENING
ITB 18-16 MARINA BOATER'S LOUNGE REPAIRS
AND MITIGATION - REBID
July 12, 2018 Bid Opening
Opened by Jeremiah Glisson, Joe Springer, and Wanda Weak

DATE/TIME	COMPANY NAME	BID AMOUNT	EXHIBIT A-H	ALTERNATE/O PTION 1
7/10/18 2:55pm	Citrus Contracting LLC	\$33,500.00	x	\$5,900.00
7/12/18 8:53am	OTAK Group, Inc.	\$27,990.00	x	no bid

This is a preliminary summary of the quotes as they were opened and announced. Contractor/Vendor should not assume award until after final/review/recommendation for award.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS

EXHIBIT "A"
TO GENERAL CONDITIONS TO ITB #18-16

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

BID AMOUNT: MARINA BOATER'S LOUNGE REPAIRS \$ 27,990.00

Alternative/Option \$ NO BID

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

Name: OTAK Group Inc

Federal Taxpayer ID: 59-3680427

Mailing Address: 96126 Mount Zion Loop

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

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

Email: epittman@otakgroup.com Submitted By: Aaron Kato

Title: Owner/President

FIRM Accepts Credit Cards*: Yes X No

Accounting Contact:

Name: Elizabeth Pittman Title: Contracts Manager

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

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "B"

TO GENERAL CONDITIONS TO ITB #18-16

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 18-16.
2. This sworn statement is submitted by (entity) Otak Group Inc. whose business address is 96126 Mt Zion Loop Yulee FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3680427 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Aaron Kato and my relationship to the entity named above is 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 person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

7-11-18

STATE OF FLORIDA

COUNTY OF Nassau

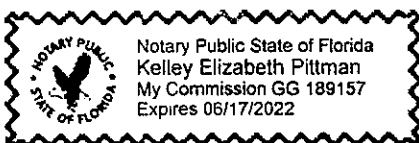
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 11th day of July

2018, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: 11-17-22



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "C"

TO GENERAL CONDITIONS TO ITB #18-16

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:

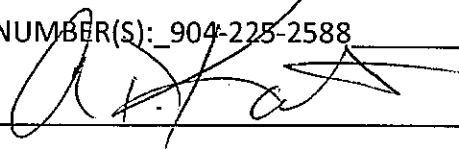
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about 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 #18-16
MARINA BOATER'S LOUNGE REPAIRS

EXHIBIT "D"
TO GENERAL CONDITIONS TO ITB #18-16

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 18-16

Project Description: Marina Boater's Lounge Repairs

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 Owner/President

Date: 7-11-18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "E"

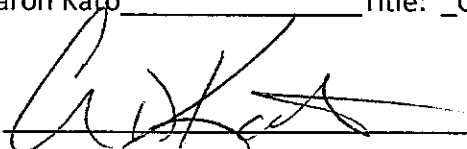
TO GENERAL CONDITIONS TO ITB #18-16

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: 7-11-18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "F"

TO GENERAL CONDITIONS TO ITB #18-16

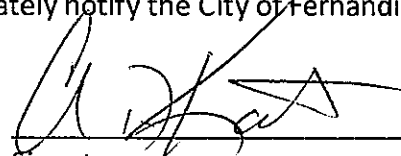
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 18-16.

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

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

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity 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

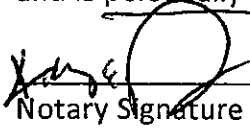
7-11-18

Date:

STATE OF FLORIDA
COUNTY OF Nassau

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 11th day of July, 2018, and is personally known to me, or has provided _____ as identification.



Notary Signature

My Commission expires: 6-17-22



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "G"

TO GENERAL CONDITIONS TO ITB #18-16

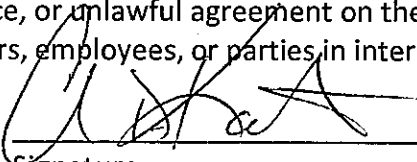
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITb 18-16.

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

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

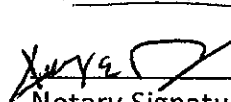


Signature Date: 7-11-18

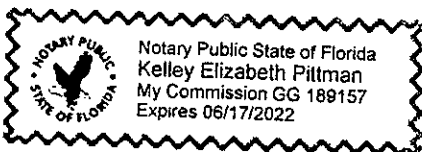
STATE OF FLORIDA

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 11th day of July, 2018, and is personally known to me, or has provided _____ as identification.



Notary Signature My Commission expires: 6-17-22



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

EXHIBIT "H"

TO GENERAL CONDITIONS TO ITB #18-16

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X ___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X ___

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X ___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

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

OTAK Group Inc.

Firm

7-11-18

Date

Authorized Signature

Aaron Kato Owner/President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH
ADDENDUM NO. 1
ITB 18-16
MARINA BOATER'S LOUNGE REPAIR

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

ADDENDUM No. 1

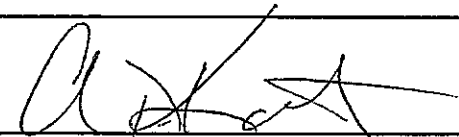
The following changes are applicable to the original documents and specifications of ITB 18-16. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: OTAIK Group Inc. Aaron Kato TITLE: Owner/President

ADDRESS: 96126 Mount Zion Loop

CITY: Yulee STATE: FL

AUTHORIZED SIGNATURE:  DATE: 7-11-18

Questions and Answers

1. Does the City have a funding amount and/or budget associated with this work program? \$28,000.00
2. Is it acceptable on the Option to submit a no bid on that portion and still be considered a responsible bidder on the submission? Yes

CITY OF FERNANDINA BEACH
ADDENDUM NO. 2
ITB 18-16
MARINA BOATER'S LOUNGE REPAIR

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

ADDENDUM No. 2

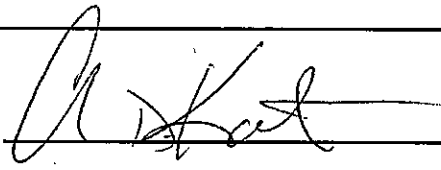
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Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: OTAK Group Inc. Aaron Kato TITLE: Owner/President

ADDRESS: 96126 Mount Zion Loop Yulee FL 32097

CITY: Yulee STATE: FL

AUTHORIZED SIGNATURE:  DATE: 7-11-18

Questions and Answers

1. What permitting is required from the City Permit office for this work program on the building for minor demo and repairs to match scope? Electrical permits and for Alternate/Option 1 a mechanical permit.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-16
MARINA BOATER'S LOUNGE REPAIRS**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **MARINA BOATER'S LOUNGE REPAIRS**.

The City will receive sealed bids at the location stated below not later than **10:00am, Thursday, July 12, 2018**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #18-16** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #18-16**
204 Ash Street
Fernandina Beach, FL 32034

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

The bid shall be submitted on the specified **Contact Sheet/Bid Form (1 original, 3 copies)**, hereto attached as **"Exhibit A"**. The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

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

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

SCOPE OF WORK

- Boater's Lounge Building (lounge area, restrooms, storage closet, and laundry rooms)

- Cut and remove all drywall 24" up from floor
- Replace all insulation 24" up from floor
- Perform any mold remediation as necessary
- Replace all electrical outlets and relocate 24" above floor
- Install ¼ diameter tile backer board 24" up from floor
- Waterproof seams of backer board
- Install ceramic tile & color matched grout (tile to match floor)
- Install transition molding or tile where drywall and tile meet
- Repair damaged window seals in west side of the building
- Eliminate outside outlet on boat ramp (south side) side of building
- Replace 80g hot water heater and install on stands that is 24" above finished floor (if allowed by code)
- Provide permitting as necessary

Miscellaneous – contractor must provide port-o-lets during renovation of restrooms

Alternate / Option 1

- Replace entire HVAC system with Carrier system of similar size/spec. System must be installed on stands that are 24" above finished floor (if allowed by code)

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and Onvia DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weeks, Purchasing Agent, wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weeks, wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

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

If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

1. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACTOR that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.
2. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Scope of Work, all services (and items incidental thereto) and work provided by CONTRACTOR shall conform to the following:

PROJECT SCHEDULE

CONTRACTOR shall begin no later than thirty calendar (30) days from issuance of Purchase Order or notice to proceed; all work must be completed **within thirty (30) calendar days of startup.**

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by Fleet & Facilities Director or designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.
2. CONTRACTOR may set up equipment onto the job-site without commencing work for a maximum of seven (7) calendar days. Location of equipment storage will be provided by the Fleet & Facilities Director or designee.
3. CONTRACTOR will, prior to any delay submit notification of delay in writing within five (5) calendar days to Fleet and Facilities Director or designee.
4. CONTRACTOR shall submit documentation explaining the cause of delay. CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of time.
5. CONTRACTOR shall arrange with the Fleet & Facilities Director or designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, corridors, and stairways. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Fleet & Facilities Director and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.
2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.

3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.
4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.
5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.
6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

1. CONTRACTOR shall be aware that this project is subject to public and private vehicular and pedestrian traffic at all times.
2. CONTRACTOR shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.
3. CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, vehicles, utilities, and work of any kind against damage or interruptions of service, which may result from the operations of the CONTRACTOR.
4. CONTRACTOR shall provide Safety Data Sheets: If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this the contract period, CONTRACTOR shall furnish Safety Data Sheets to the Fleet & Facilities Director or designee prior to commencing this project.
5. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
6. CONTRACTOR shall have a person, which is on their payroll and with the authority to make decisions, on site at all times.

REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the Fleet & Facilities Director or designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspection will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents. CITY may require special inspection or testing of the work.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.

4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY, after three (3) days written notice to CONTRACTOR without correction, may correct the deficiencies through CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the Marina Boater's Lounge mitigation is complete in detail and finish, and free of hazardous conditions. The material warranty and workmanship must have a one (1) year warranty.
2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.
3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

LIQUIDATED DAMAGES

Should the awarded CONTRACTOR fail to complete work and make the area available for use within the stipulated period CONTRACTOR may be assessed by the CITY the amount of one hundred dollars (\$100.00) for each consecutive calendar day that expires after the time specified for completion and ready for final payment until the work is complete. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to CONTRACTOR This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on

the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*

- g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
- i. Deliveries are to be made during regular business hours.
- j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder

- offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
 - c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
 - d. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, and Onvia Demandstar at www.demandstar.com.
 - e. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

BID BOND:

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

of an alternative form of security shall be in the amount of the bid.

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

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

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

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

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

become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner] , [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact Sheet/Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

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

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.

EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

EXHIBIT "A"

TO GENERAL CONDITIONS TO ITB #18-16

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

BID AMOUNT: MARINA BOATER'S LOUNGE REPAIRS \$ 33,500.00

(*) HVAC IS AN ADDITIONAL \$5900 IF THEY CHOOSE TO REPLACE

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

Name: CITRUS CONTRACTING LLC

Federal Taxpayer ID: 30-0794447

Mailing Address: 2205 N FORSYTH RD UNIT D (CORPORATE OFFICE)

City, State, & Zip Code: ORLANDO FL 32807

Telephone: (904) 423-1360 Fax: (904) 551-6648

marisacitruscontracting@gmail.com and Jaycitruscontracting@gmail.com

Email: _____ Submitted By: Jay Barniak

Title: Project Manager

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

Accounting Contact:

Name: WATIE BERNARD Title: (813) 374-9257

Email Address: watiecitruscontracting@gmail.com Phone: N/A

*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 ITB #18-16

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC

ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for CITY OF FERNANDINA BEACH.
2. This sworn statement is submitted by (entity) CITRUS CONTRACTING LLC whose business address is 2205 N FORSYTH RD UNIT D and (if applicable) Federal Employer Identification Number (FEIN) is 30-0794447 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Jay Barnick and my relationship to the entity named above is Project Manager
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

YES ✓

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 [Signature] Date: 7/10/18

STATE OF FLORIDA
COUNTY OF NAVSAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 10 day of JULY, 2018, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Public
My Commission expires: 06/01/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

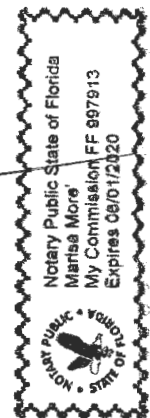


EXHIBIT "C"
TO GENERAL CONDITIONS TO ITB #18-16
DRUG-FREE WORKPLACE CERTIFICATION

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: CITRUS CONTRACTING LLC

CITY: BRANDON STATE: FL ZIP CODE: 32807

TELEPHONE NUMBER(S): (904) 423-1360

SIGNATURE: Jay Barniak

NAME (TYPED OR PRINTED): Jay Barniak TITLE: Project Manager

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "D"

TO GENERAL CONDITIONS TO ITB #18-16

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB #18-16

Project Description: FERNANDINA BEACH MARINA

BOATERS LOUNGE

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: CITRUS CONTRACTING LLC

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "E"

TO GENERAL CONDITIONS TO ITB #18-16

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: _____

EXHIBIT "F"

TO GENERAL CONDITIONS TO ITB #18-16

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for CITY OF
FERNANDINA BEACH

This sworn statement is submitted by (entity) CITRUS CONTRACTING LLC whose business address is
2203 N FOLSYTH RD UNIT D and (if applicable) Federal Employer Identification
Number (FEIN) is 30-0794447 (If a Sole Proprietor and you have no FEIN, include the
last four (4) digits of your Social Security Number: _____.)

My name is Jay Barnick and my relationship to the entity named above is Project manager.

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity 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.

Jay Barnick
Signature

7/10/18

Date:

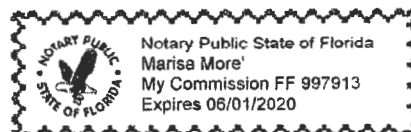
STATE OF FLORIDA

COUNTY OF NAUSSAU

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 10 day of July, 2018, and is personally known to me, or has provided _____ as identification.

My
Notary Signature [Signature]
expires: 06/01/2020

Commission



THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "G"

TO GENERAL CONDITIONS TO ITB #18-16

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for CITY OF
FERMANA SPENT

This sworn statement is submitted by (entity) CITRUS CONTRACTING LLC whose business address is
2205 N FOLKSBITH RD UNIT D and (if applicable) Federal Employer Identification
Number (FEIN) is 30-0794447 (If a Sole Proprietor and you have no FEIN, include the
last four (4) digits of your Social Security Number: _____.)

My name is Jay Barniak and my relationship to the entity named above is Project manager.

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 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 10 day of July, 2018 and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 06/01/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "H"

TO GENERAL CONDITIONS TO ITB #18-16 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?

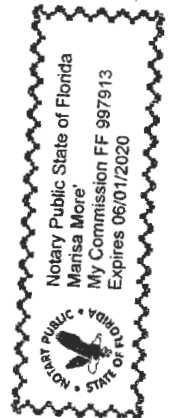
YES ☐ NO ☒

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

Jr Burt

Jay Barnack

Project Manager

7/10/2018

THIS FORM MUST BE INCLUDED WITH PROPOSAL

25

CITY OF FERNANDINA BEACH
ADDENDUM NO. 1
ITB 18-16
MARINA BOATER'S LOUNGE REPAIR

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of ITB 18-16. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

CITRUS CONTRACTING LLC

NAME: Jay Barriak TITLE: Project Manager

ADDRESS: 2205 N FORSYTH RD UNIT D ←

CITY: ORLANDO STATE: FL

AUTHORIZED SIGNATURE:  DATE: 7/10/18

CORPORATE
OFFICE

JAX OFFICE:
10592 BALMORAL
WILKE E STE 9
JAX FL 32258

Questions and Answers

1. Does the City have a funding amount and/or budget associated with this work program? **\$28,000.00**
2. Is it acceptable on the Option to submit a no bid on that portion and still be considered a responsible bidder on the submission? **Yes**

**CITY OF FERNANDINA BEACH
ADDENDUM NO. 2
ITB 18-16
MARINA BOATER'S LOUNGE REPAIR**

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

ADDENDUM No. 2

The following changes are applicable to the original documents and specifications of ITB 18-16. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

CITRUS CONTRACTING LLC

NAME: Jay Barnard TITLE: Project Manager

ADDRESS: 2205 N FORSYTH R UNIT D

CITY: ORLANDO STATE: FL

AUTHORIZED SIGNATURE: Jay Barnard DATE: 7/10/18

CORPORATE OFFICE

JAX OFFICE:
10592 BAYWORTH
CIRCLE E STE 9
JAX FL 32218

Questions and Answers

1. What permitting is required from the City Permit office for this work program on the building for minor demo and repairs to match scope? **Electrical permits and for Alternate/Option 1 a mechanical permit.**

CITY OF FERNANDINA BEACH

CONTRACT AND GENERAL CONDITIONS

FOR

CONSTRUCTION SERVICES

This Agreement is made on the 16th day of July in the year 2018 between CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "Owner" or "City") and the Contractor, OTAK Group Inc, 96126 Mount Zion Loop, Yulee, FL 32097.

PROJECT: **MARINA BOATER'S LOUNGE REPAIRS**
ITB 18-16

CONTRACTOR: **OTAK Group, Inc**

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, materials contained in City of Fernandina Beach Bid Number 18-16 and Contractor's scope and specifications provided in its proposal dated July 12, 2018, as Attachment A. Documents comprising Bid Number 18-16 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 – See attachment A

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 no later than 45 days after commencement, 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 fifteen (15) 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 amount of \$27,990.00 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 the amount of One Hundred Dollars (\$100.00) for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticably 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 extends 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 by the Contractor, 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 is received.

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:

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.

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 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. 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 and 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 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 are 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;
- 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 all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery including reasonable profit and damages 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 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 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.

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 including for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery including reasonable profit and damages. Termination Expenses are those jobsite costs directly attributable to termination (such as jobsite demobilization costs).

ARTICLE 9 - EXECUTION OF THE PROJECT

B. OBLIGATIONS OF THE OWNER

1. Project Manager

The Owner will designate a Project Manager, through which the City will communicate with the Contractor.

2. Information Provided by Owner

The Owner shall furnish surveys describing physical characteristics of the site, and utility locations if needed.

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, if needed.

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 or otherwise expressly set forth in the Contract Documents.

3. Permits

Unless otherwise provided in the Contract Documents, the Owner 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 to the Owner 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 to the Owner, 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 to the Owner 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 of 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 for a period of one (1) year from date of substantial completion. If within the warranty period the materials are found to be defective, the Owner must provide written notice of such defects within ten (10) days from the date the defects are discovered. Owner's sole and exclusive remedy for defective materials and workmanship is limited to the repair or replacement of the defective item by Contractor. Contractor is not liable for consequential or incidental damages resulting from such defects. Contractor hereby disclaims any and all implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose. 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 to the Owner 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 Owner. 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
- Specifications
- Addenda
- Change Orders
- Construction Change Directives

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 Owner and, with the exception of the Superintendent's Log, shall be delivered to the Owner 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. 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.

11. 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.

12. 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 Owner 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 recommended and approved by the Owner. If such Work was inspected and found not to be in conformance with the Contact Documents, the Contractor shall pay the cost of uncovering and replacement without a change in Contract Time.

13. Correcting Rejected Work

The Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contact 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.

14. Acceptance of Non-Conforming Work

The Owner may at his option accept Work which is not in accordance with the requirements of the Contact 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.

ARTICLE 10 - 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 Owner 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 11 - 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 by the Owner 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. Neither party shall be liable for any delay or inability to perform caused by named storms which arise and is not within the direct control of a party. However, the foregoing shall not relieve either party of its obligations to pay sums due or to indemnify the other party pursuant to this Agreement.

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 or delay caused by named storms. 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 12 - 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 Owner 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 Owner will promptly investigate 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. 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 attributable to the Owner, 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 the 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 Owner 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 13 - 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 Owner 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 with the approval of the Owner, 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 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 payment 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 14 - 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 15 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

Until the Work is completed and accepted by the Owner, the Contractor shall indemnify and hold harmless the Owner, its commissioners, mayor, officers, employees, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts it may be liable. Provided, however, that where any such claim, damage, loss or expense arises from the concurrent negligence of (1) the Owner or anyone for whose acts they may be liable and (2) the Contractor or anyone for whose acts it may be liable, it is expressly agreed that the Contractor's obligations of indemnity under this paragraph shall be effective only to the extent of the Contractor's negligence. 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 cancellation, 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 include Owner as an additional insured 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 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.

ARTICLE 16 - 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 17 - 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.

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.

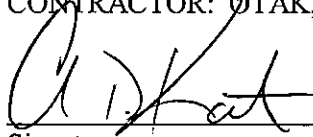
9. Public Records Law and Obligations

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.

CONTRACTOR: OTAK, INC.

OWNER: The City of Fernandina Beach


Signature

Dale L. Martin, City Manager

ATTEST:

Aaron Kato
Print Name

Caroline Best, City Clerk

Owner/President
Title/Officer

APPROVED AS TO FORM & LEGALITY:


Witness Signature

Tammi E. Bach, City Attorney

KELLEY PITTMAN

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 Owner for payment for work performed pursuant to this Agreement.

Architect - The design professional if 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 Owner, 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 Owner 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 Owner 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, if retained, 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 Owner 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 Owner 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 Owner 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 that 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 that 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.

ATTACHMENT “A”

SCOPE OF WORK:

Boater’s Lounge Building (lounge area, restrooms, storage closet, and laundry rooms)

- Cut and remove all drywall 24” up from floor
- Replace all insulation 24” up from floor
- Perform any mold remediation as necessary
- Replace all electrical outlets and relocate 24” above floor
- Install ¼ diameter tile backer board 24” up from floor
- Waterproof seams of backer board
- Install ceramic tile & color matched grout (tile to match floor)
- Install transition molding or tile where drywall and tile meet
- Repair damaged window seals in west side of the building
- Eliminate outside outlet on boat ramp (south side) side of building
- Replace 80g hot water heater and install on stands that is 24” above finished floor (if allowed by code)
- Provide permitting as necessary

Miscellaneous – contractor must provide port-o-lets during renovation of restrooms

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-109
Budget Amendment - Parks and Recreation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-109.

SYNOPSIS: The Martin Luther King Jr (MLK) Center camp room is in need of roof repairs and funds are not available in the operating budget for Fiscal Year 2017/2018.

Staff recommends the transfer of \$18,000 from the Parks Improvements account, 300-7210-56300, to the MLK Improvements account, 300-7225-56300.

FISCAL IMPACT: Funds in the amount of \$18,000 are available for transfer from the Parks Improvements account, 300-7210-56300, to the MLK Improvements account, 300-7225-56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-109.

Nicole Bednar, Administrative Services Manager	07/27/2018
Dale Martin, City Manager	07/31/2018
Patti Clifford, Comptroller	07/31/2018
Tammi E. Bach, City Attorney	07/31/2018
Katie Newton, Legal Assistant	07/31/2018

Date: July 19, 2018

Submitted By: Nan Voit, Parks & Recreation Director

COMMISSION ACTION: Adopt

RESOLUTION 2018-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500; and

WHEREAS, the Martin Luther King Jr Center camp room is in need of roof repairs and funds are not available in the operating budget for Fiscal Year 2017/2018; and

WHEREAS, staff obtained cost estimates on the roof repairs and found the cost to be approximately \$18,000 to make the appropriate repairs; and

WHEREAS, the Parks Improvements account, 300-7210-56300, has funds available for transfer in the amount of \$18,000; and

WHEREAS, staff recommends an amendment to the Fiscal Year 2017/2018 budget transferring \$18,000 to the MLK Capital Improvements account, 300-7225-56300, from the Parks Improvements account, 300-7210-56300.

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

SECTION 1. The City Commission hereby approves a transfer of \$18,000 from the Parks Improvement account, 300-7210-56300, to MLK Improvements account, 300-7225-56300.

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

ADOPTED this 7th day of August, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-110
Amending Resolution 2017-169 - Witt O'Brien'S, LLC / Budget Amendment - Marina

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-110

SYNOPSIS:

The City Commission approved Resolution 2017-169 on November 8, 2017, awarding RFP 17-03 for Disaster Public Assistance Service to Witt O'Brien. Resolution 2017-169 specified that charges for these services would be charged to the Fire department's Professional Services.

Staff wishes to use Witt O'Brien services for Public Assistance and Hazard Mitigation, as allowed per their agreement, for other departments/funds and seeks approval to charge the Professional Services account for other departments/funds for services provided by Witt O'Brien, as allowed in the agreement.

Currently, there is a shortage of funds in the Marina Professional Services account; therefore, staff recommends an amendment to the Fiscal Year 2017/2018 budget transferring \$10,000 to the Marina Professional Services account.

FISCAL IMPACT: The attached Resolution approves a transfer of \$10,000 to the Marina Professional Services account, 480 53100, from the Marina Operating Supplies account, 480 55200. Funds are available for this transfer.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-110.

Dale Martin, City Manager	07/30/2018
Patti Clifford, Comptroller	07/31/2018
Tammi E. Bach, City Attorney	07/31/2018
Katie Newton, Legal Assistant	07/31/2018

Date: July 11, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2017-169 RELATING TO THE ACCOUNTING FOR THE WITT O'BRIEN AGREEMENT; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution 2017-169 on November 8, 2017, awarding RFP 17-03 for Disaster Public Assistance Service to Witt O'Brien; and

WHEREAS, Resolution 2017-169 specified that charges for these services would be charged to the Fire department's Professional Services; and

WHEREAS, staff wishes to use Witt O'Brien services for Public Assistance and Hazard Mitigation, as allowed per their agreement, for other departments/funds and seeks approval to charge the Professional Services account for other departments/funds for services provided by Witt O'Brien, as allowed in the agreement; and

WHEREAS, according to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500. Due to a shortage of funds in the Marina Professional Services account, staff recommends an amendment to the Fiscal Year 2017/2018 budget transferring \$10,000 to the Marina Professional Services account, 480 53100, from the Marina Operating Supplies account, 480 55200 for services rendered.

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

SECTION 1. The City Commission hereby approves amending the accounting as specified in Resolution 2017-169, extending the use of Witt O'Brien's services to all departments/funds using their respective Professional Services account.

SECTION 2. The City Commission hereby approves a transfer of \$10,000 to the Marina Professional Services account, 480 53100, from the Marina Operating Supplies account, 480 55200.

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

ADOPTED this 7th day of August, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner - Mayor

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

Resolution 2017-169

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE
CITY OF FERNANDINA BEACH, FLORIDA**

SCANNED
4 KB

This AGREEMENT made on the 8th day of November, 2017 between the City of Fernandina Beach, a municipal corporation whose address is 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the consultant, Witt O'Brien's, LLC, whose address is 1201 15th Street NW, Suite 600, Washington, DC 20005, ("CONSULTANT")

For the consideration hereinafter set forth, Witt O'Brien's, LLC, hereinafter referred to as the CONSULTANT, agrees to provide professional services to the City of Fernandina Beach, as follows:

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the CONSULTANT will provide professional services of a specified nature as described in RFP #17-03, Appendix "A", attached hereto and incorporated as if fully set forth herein, when and if the City of Fernandina Beach requests the CONSULTANT to provide such services.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on November 9, 2017. The period of this Agreement shall be ~~for one year from the signing of this Agreement and may be renewed for successive one-year periods subject to the adjustment of costs and fees~~

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A. Fees

As consideration for providing the services enumerated in Article I, the City of Fernandina Beach shall pay the CONSULTANT fees as defined in the purchase or task order. The CONSULTANT's fees shall be based on one of the following as requested by the City of Fernandina Beach and as determined in each purchase or task order.

1. Lump Sum Method - Wherein the City of Fernandina Beach shall pay the CONSULTANT an agreed upon lump sum amount, which includes all of The CONSULTANT's Direct Salary, Overhead Costs, Direct Expenses, Sub-contractors, and Profit.

2. Standard Hourly Rate Method (Time and Material Not to Exceed) - Wherein the City of Fernandina Beach shall pay the CONSULTANT the agreed upon hourly rates for time actually engaged on the work covered by this agreement. The hourly rate for services provided is listed in Appendix "B."

3. Other methods of payment as agreed to by both parties and as described in the purchase or task order.

B. Direct Project Expenses

Charges for printing, reproduction, field equipment, and any laboratory analysis performed by the CONSULTANT and the use of the CONSULTANT's and employee's automobiles will be charged in accordance with the CONSULTANT's standard rates as determined in each purchase or task order.

C. Status Report

The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City). In no case shall the CONSULTANT bill the City of Fernandina Beach for more than one hundred (100) percent of the previously agreed upon purchase order or task order fee.

unless authorized by the City of Fernandina Beach in writing.

D. Standard Hourly Rate--Definition

The CONSULTANT's standard hourly and overtime rates shall be provided to the City of Fernandina Beach if required for future purchase or task orders. The CONSULTANT's hourly rates will be negotiated for each individual task order, and will be applicable through the duration of the task or purchase order.

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

The CONSULTANT shall submit invoices once each month to the City of Fernandina Beach for the services performed and the expenses and other charges accounted for under this agreement during the preceding month. Separate invoices shall be submitted for each task order or purchase order. Payment as prescribed in Article 2 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Payment of Expenses

Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

C. Sales Tax

The CONSULTANT shall pay all applicable sales taxes; or the City of Fernandina Beach shall provide to the CONSULTANT the tax exemption information, where appropriate.

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

The CONSULTANT will not begin work on any of the services listed in Article I and Exhibit "A" until issuance of a Notice to Proceed by the City Manager.

B. Information Provided by Owner

The City of Fernandina Beach shall make available to the CONSULTANT all technical data in the City of Fernandina Beach's possession, including previous plans, studies, analytical data, maps, surveys, borings, and other information required by the CONSULTANT. The City shall not be liable for the accuracy of information supplied to the CONSULTANT.

C. Cost Estimating

The estimates of project or construction cost for any task(s) provided for herein are to be prepared by the CONSULTANT through exercise of their experience and judgment in applying presently available cost data, but it is recognized that the CONSULTANT has no control over the cost of labor and materials or over competitive bidding procedures and market conditions, so that the CONSULTANT cannot warrant that the project or construction costs will not vary from the CONSULTANT's cost estimates.

D. Suspension of Work

If any services covered by this agreement to be carried out by the CONSULTANT 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 CONSULTANT, the City of Fernandina Beach shall pay the CONSULTANT 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.

E. Adjustment for Extended Services

Unless otherwise provided in a task order or purchase order issued under this agreement, if the services covered under this agreement have not been completed upon the expiration of a twelve (12) month period from the date of execution of any purchase order or task order, the CONSULTANT may, upon, written notice, request a renegotiation for the fee compensation for services rendered to allow for changes in the cost of service.

F. Services in Connection with Claims and Litigation

The scope and extent of services to be provided under a purchase order or task order does not include personnel time of the CONSULTANT or time of personnel working under subagreements and related expenses required or requested to support, document, bring, defend, or assist in litigation and/or claims undertaken by or defended by the City of Fernandina Beach. All such services required or requested of the CONSULTANT shall be considered additional services entitling the CONSULTANT to additional compensation under this agreement. The amount of such additional compensation shall be set forth in a separate task order as reviewed and approved by the City. The CONSULTANT shall be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the CONSULTANT is liable for damages to the City of Fernandina Beach for the acts giving rise to and requiring the requested services and expenses.

G. Ownership of Documents

If applicable, the drawings, specifications, reports, calculations, supporting documents, or other work products which are listed as deliverables in a purchase order or task order shall become the property of the City of Fernandina Beach upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City of Fernandina Beach Accepts sole responsibility for the City's reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

H. Account Records

The CONSULTANT's accounting records, insofar as they pertain to invoicing the City of Fernandina Beach or to disbursements made from the CONSULTANT's account for work under this agreement, shall be open to City of Fernandina Beach's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

I. 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 CONSULTANT 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 CONSULTANT or City of Fernandina

Beach shall resume its performance as soon as is reasonably possible.

J. Approval of Changes

The City of Fernandina Beach must approve in writing any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Fernandina Beach or which would change the underlying purpose of the purchase or task order. 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.

K. Authorized Representative

Before starting work the CONSULTANT shall designate an authorized representative acceptable to the City of Fernandina Beach to represent and act for the CONSULTANT 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 CONSULTANT 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 CONSULTANT and City of Fernandina Beach. The authorized representative of the City of Fernandina Beach shall be the City Manager or his designee.

L. Termination

The City of Fernandina Beach or the CONSULTANT may terminate, suspend, or delay this agreement for any reason by giving at least thirty (30) days written notice to the other party of their 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 CONSULTANT, the City of Fernandina Beach shall forthwith pay the CONSULTANT 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 either party as set forth above. Upon termination, suspension or delay, at the City of Fernandina Beach's request, the CONSULTANT shall turn over to the City of Fernandina Beach all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, reports, surveys, drawings, model results, and specifications. The City of Fernandina Beach shall have full rights to use all such work products and deliverables for any project, 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 and deliverables unless prior written approval is obtained from the CONSULTANT.

ARTICLE 5 - ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided under a purchase or task order issued pursuant to this agreement, or pursuant to any other method or manner utilized by the parties for determining the cost of services or work to be provided by the CONSULTANT, must be approved in writing by the City of Fernandina Beach. If such additional costs are not authorized by the City of Fernandina Beach in writing, no payment for such additional costs shall be made.

SubCONSULTANTS

Charges for the services of outside CONSULTANTS and specialists (hereinafter called SUBCONSULTANTS) are as follows:

1. Labor Services - The labor services of approved SubCONSULTANTS, whose expertise is required within the scope of the CONSULTANT's work, will be invoiced in accordance with the executed task or purchase order.

2. Out of Scope Expertise - The services of approved SubCONSULTANTS, including but not limited to construction managers, engineers and architects, whose expertise is outside the scope of the CONSULTANT's work and/or who are retained by the CONSULTANT as a convenience to the City of Fernandina Beach, will be charged at the cost of such services to the CONSULTANT plus an administrative handling fee, as negotiated with, and agreed to, by the City of Fernandina Beach.

3. Approval - The use of any SubCONSULTANT, professional service or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Fernandina Beach in writing before such SubCONSULTANTS or specialists may be retained by the CONSULTANT.

ARTICLE 6 - CITY OF FERNANDINA BEACH'S RESPONSIBILITIES

A. Criteria

Provide all criteria and full information concerning the City of Fernandina Beach's requirements of the purchase order or task order, including objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which the City of Fernandina Beach will require to be included in the drawings and specifications.

B. Available Information

Assist the CONSULTANT by placing at their disposal all pertinent available information including previous reports and data relevant to the CONSULTANT's services.

C. Service of Others

Furnish to the CONSULTANT, as required for performance of the CONSULTANT's services, those services identified as City responsibilities in the Scope of Services.

D. Examine Work of the CONSULTANT

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, and other CONSULTANTS as City of Fernandina Beach deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

E. Approvals and Permits

Unless otherwise provided in a purchase or task order, furnish approvals and permits from all governmental authorities having jurisdiction over the project(s) and such approvals and consents from others as may be necessary for completion of the project(s).

F. Costs

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 12 INSURANCE AND INDEMNIFICATION

A. Indemnification

The parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers and employees, from and against liability and reasonable expense, including reasonable attorney's fees, in connection with claims, demands, damages, actions, causes of action, and suits, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the sole negligence, recklessness, or intentionally wrongful conduct of

the CONSULTANT, its agents, officers, contractors, subcontractors, employees, or anyone else employed by the CONSULTANT in the performance of this Agreement. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT 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. 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. Liability Damages under this Contract shall be limited to contractual amounts paid within the last year under the Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. CONSULTANT's Status as an Independent Contractor

That status of the CONSULTANT 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 CONSULTANT, nor shall the CONSULTANT be an agent of the City of Fernandina Beach.

C. Waiver of Subrogation

The City of Fernandina Beach and the CONSULTANT 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 CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subCONSULTANTS and their subcontractors and suppliers.

The City of Fernandina Beach and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subCONSULTANTS and their subcontractors and suppliers.

If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

D. CONSULTANT's Insurance

The CONSULTANT 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 and Professional Liability, nor shall the CONSULTANT allow any SubCONSULTANT to commence work under this agreement until all similar insurance required of the SubCONSULTANT has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Fernandina Beach in writing.

The CONSULTANT's insurance, and the insurance of any other party bound to the CONSULTANT shall be considered primary for the additional insureds stated above. 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 CONSULTANT.

F. SubCONSULTANT's Insurance

The CONSULTANT shall require each of his SubCONSULTANTS to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his subCONSULTANTS in his policy as required in this Article.

G. 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 endeavor to mail notice to the City of Fernandina Beach and will mail a copy to the CONSULTANT at least thirty (30) days prior to any cancellation, or non-renewal of the policy, a 10 day notice applies in the event of cancellation due to non-payment of premium;
- 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;
- If requested by the City of Fernandina Beach, the CONSULTANT and all subcontractors/ subCONSULTANTS 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 CONSULTANT's obligations to fulfill the requirements of this Article.

H. Workers' Compensation Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all their employees connected with work under this agreement, and in the event any work is subcontracted, the CONSULTANT shall require the SubCONSULTANT similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT 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 CONSULTANT shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

I. Liability Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance 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, Insured Contracts coverage, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000 per occurrence
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

J. Professional Liability Insurance

During the term of this agreement and if specifically requested by City, the CONSULTANT will carry Errors and Omission insurance which will cover liability for negligent acts, errors or omissions, caused by the CONSULTANT. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Fernandina Beach may require a higher limit as mutually agreed with the CONSULTANT for specific task orders.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The City of Fernandina Beach and CONSULTANT 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 CONSULTANT 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 CONSULTANT.

ARTICLE 9 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the CONSULTANT 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 10 - 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 11 - 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.

D. Public Records Law Requirements for Consultants

Pursuant to Section 119.0701, Florida Statutes, Contractor/Consultant 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/Consultant 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/Consultant 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.

ARTICLE 12 - NOTICE

Any notice given by either party shall be in writing and shall be given by email and return receipt requested, Federal Express or DHL, courier, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

To: Hatch Associates Consultants, Inc.	To: Will O'Brien's, LLC Attn: Contracts and Compliance Department
1001 West Look South, Suite 605 Houston, TX 77027	818 Town & Country Blvd, Suite 200 Houston, Texas 77024

Phone:	Phone: 281-606-4721 Alternate Phone: (202) 585-0780
Email:	Email: contractrequests@wittobriens.com with a copy to cdeillieu@wittobriens.com

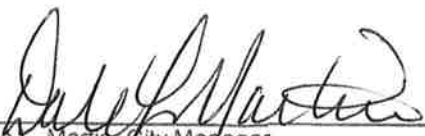
For legal notices, a copy shall be provided to:

Legal Counsel
Witt O'Brien's, LLC
2200 Eller Drive
Fort Lauderdale, Florida 33136
Phone: (954) 627-5206
Email: blong@ckor.com

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

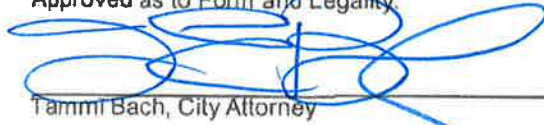
CONSULTANT
Witt O'Brien's LLC


Dale L. Martin, City Manager

By: 

Title: CFO

Approved as to Form and Legality:


Tammi Bach, City Attorney

WITNESS:

Name:  Gideon Kaplan

Sign: 

Attest:

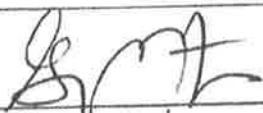

Caroline Best, City Clerk

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

Appendix A
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**".

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

CONTACT

Questions during the proposal period shall be submitted in writing to Wanda Weaks, Purchasing Agent, at wwcaks@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.

REP 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

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

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 ◦ 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>Avallability</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 perform 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:

CITY OF FERNANDINA BEACH, FLORIDA
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EMERGENCY PUBLIC ASSISTANCE SERVICES

- 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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EMERGENCY PUBLIC ASSISTANCE SERVICES

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.
- c. 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.

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).

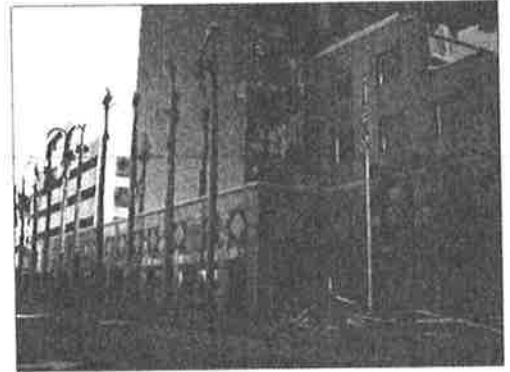
Similar Project Experience

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

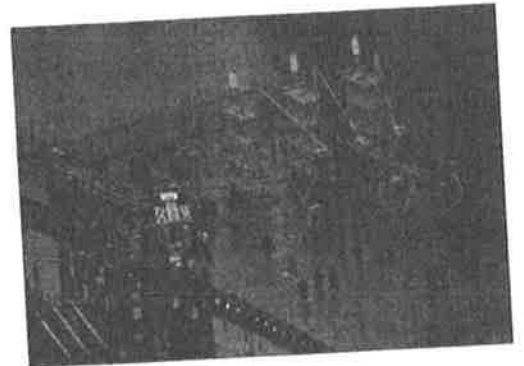
Toms River Township, specifically the Ortley Beach, Barrier Island, was ground zero for Hurricane Sandy's landfall in New Jersey. Given the lack of staffing available to the township, as well as not having in-depth experience with the recovery process, we feel that the amount of funding gained would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



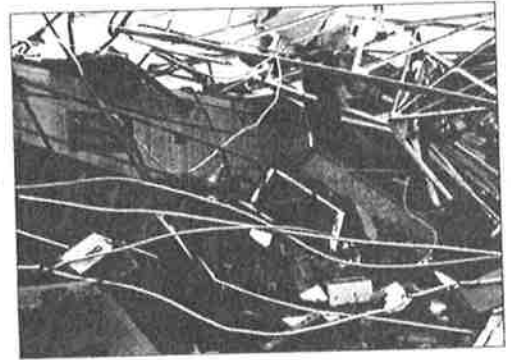
Witt O'Brien's provided **technical assistance** as a part of contributing to **long-term recovery** efforts. Initially, we reformed the State's emergency management structure, bringing it in line with FEMA's Emergency Support Functions. Our staff played key roles in the design and implementation of 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.

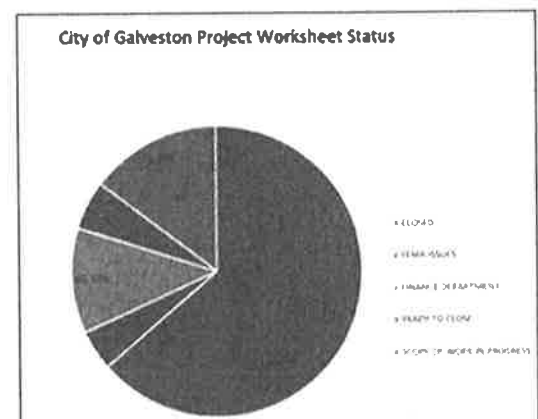
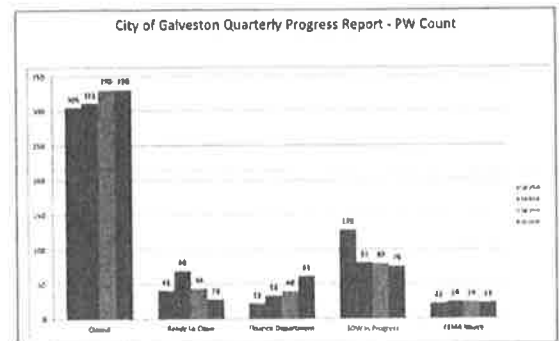
Some of the critical ways in which we assisted the City of Galveston include:

- 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

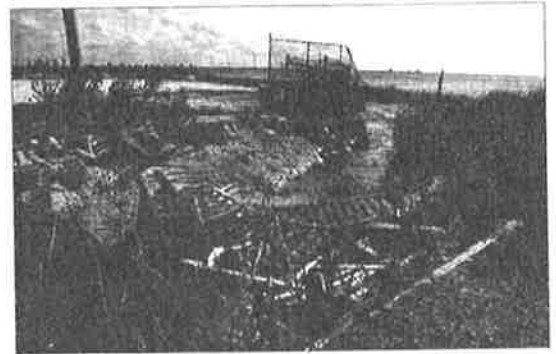
Description: The Shore Power Building provides power to the dock pedestals along the port bulkhead via electrical transformers; disconnect switches, and breakers. Architectural and electrical items throughout the ground floor level were either totally or partially submerged in the salt flood water. Additionally,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

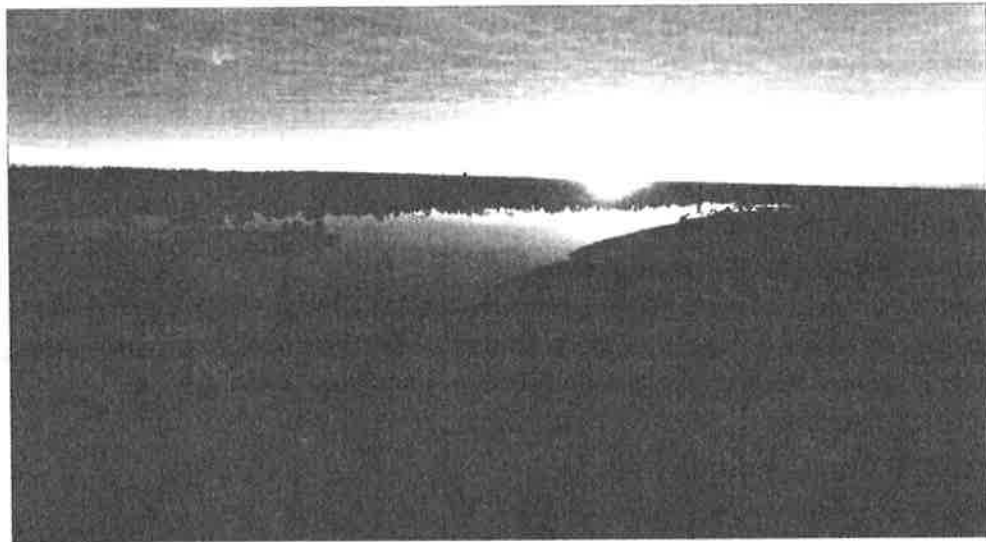
Description: Storm surge caused damages on Lavallette Boardwalk with adjacent ramps, pavilions, railing and beach signs.

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

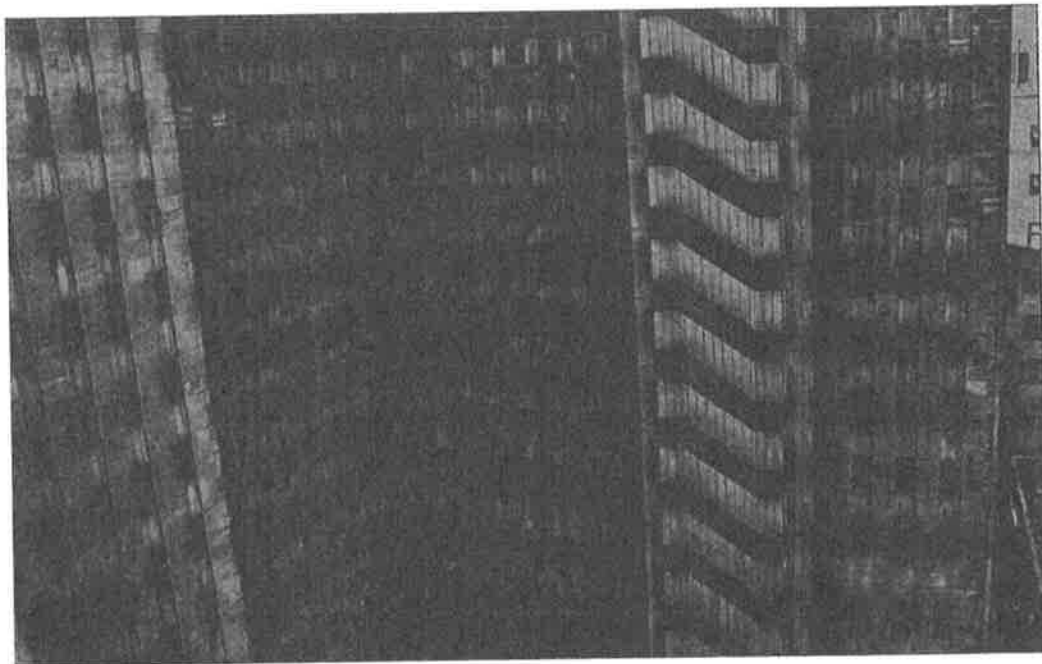
Witt O'Brien's has a demonstrated capacity of providing quality service to multiple clients, under any circumstances, including multiple, concurrent, and large disaster events. We have successfully provided quality service to multiple clients *simultaneously*, even when faced with the impacts of large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

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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.

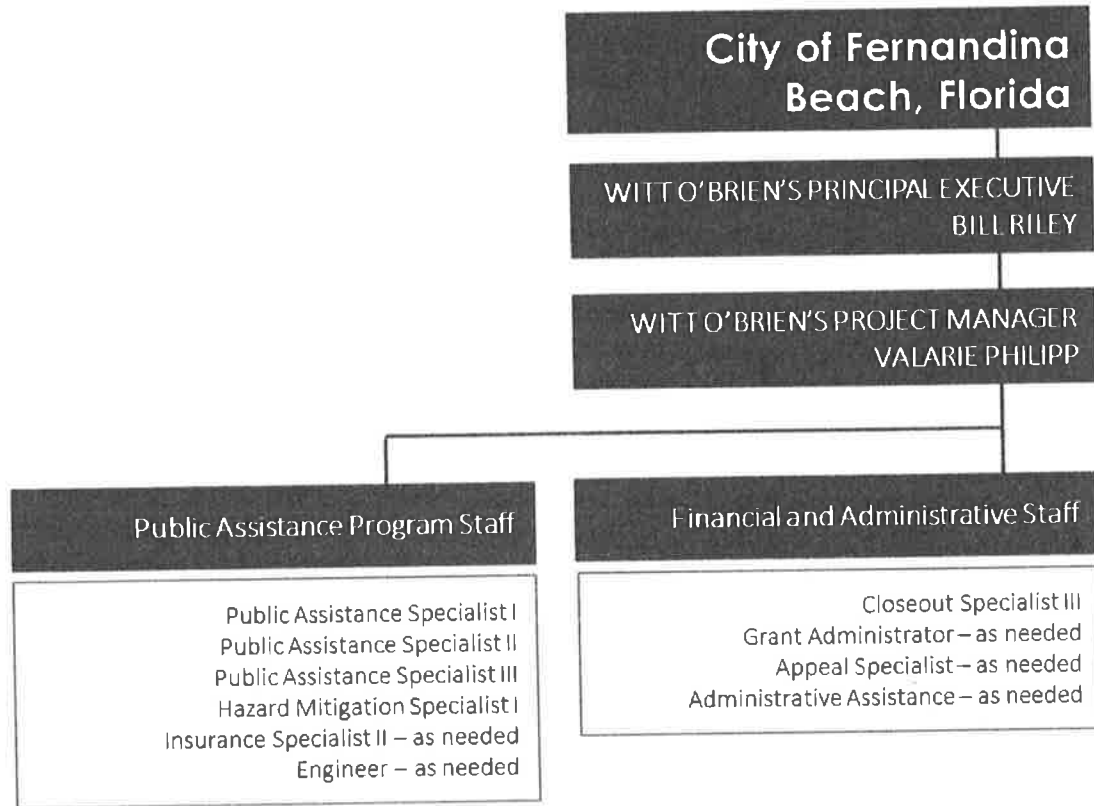
- An initial estimation of hours for Phase 1 would be 40 hours @ \$130.00/hour for a total of \$5,200 plus travel expenses.
- Notes: Travel expenses to be billed to the City at cost with no markup based on prevailing GSA rates or City required travel policy and will all supporting documentation required 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. Shalettha 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.

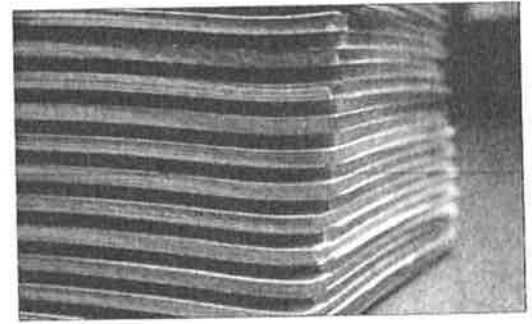
We provide opportunities for information exchange, both within disaster deployments and between them nationally, during face-to-face meetings, conference calls, and even formal trainings and seminars offered by our company outside of client work time. These measures offer our personnel a support network 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.

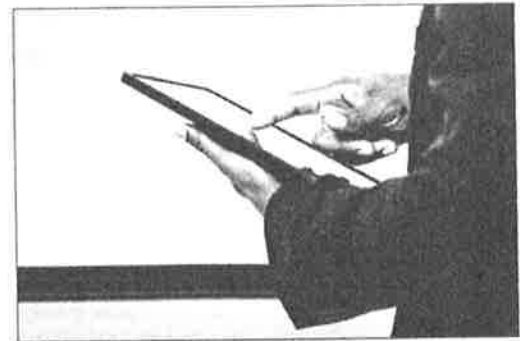
It is imperative to Witt O'Brien's that the City not only receive funding for which it is eligible, but *retain* funds received. For this reason, we focus on maximizing available funding within the context of what can be justified under program eligibility requirements. We will work with the City to 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

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

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-111
Authorizing the City Attorney to Defend the City in Certain Litigation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-111

SYNOPSIS: Section 31 of the City Charter requires that the prosecution and defense of litigation involving the City, by the City Attorney, be authorized by the City Commission. This Resolution authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of if necessary, and defend the City in the matter of Dennis T. Hutto v. City of Fernandina Beach, Case No.:2018-CA-253, in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

Mr. Hutto was arrested by the Fernandina Beach Police Department for fleeing the scene of a hit and run (objects involved no persons). Mr. Hutto's truck was sold by the tow operator who towed his truck from the scene of the arrest, and Mr. Hutto is claiming civil theft. The City denies all of these claims and has given the lawsuit to its claims administrator, PGCS, for handling. PGCS assigned defense counsel in Jacksonville at the Quintairos, Prieto et al. law firm.

The City was served the Complaint on or about June 18, 2018. Defense counsel will work closely with the City Attorney to defend this lawsuit.

FISCAL IMPACT: The City carries law enforcement liability insurance and will pay a \$10,000 deductible to have the insurance company (PGCS) provide defense for the City. The \$10,000 deductible will be paid from the Deposit Account for Property Casualty Premiums Account # 631 22631.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-111.

Tammi E. Bach, City Attorney	07/19/2018
Nicole Bednar, Administrative Services Manager	07/27/2018
Dale Martin, City Manager	07/27/2018
Patti Clifford, Comptroller	07/27/2018

Date: July 16, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31 of the City Charter requires that the prosecution and defense of litigation involving the City, by the City Attorney, be first authorized by the City Commission; and

WHEREAS, certain issues now face the City of Fernandina Beach, Florida, which require resolution in the Courts or administrative agencies of this State.

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

SECTION 1. The City Commission hereby authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of if necessary, and defend the City of Fernandina Beach in the matter of Dennis T. Hutto v. City of Fernandina Beach, Case No.: 2018-CA-253 in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

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

ADOPTED this 7th day of August, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2018-112
City Commission Rules of Procedure Amendment

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-112

SYNOPSIS: City Commissioner Philip A. Chapman, III requested the Commission Rules of Procedure be amended to make it clear that discussion items added to City Commission agendas must be submitted in advance of the established deadlines unless health, safety and welfare are of concern.

Further, supporting documentation must be provided to the City Manager and/or City Clerk at least fourteen calendar days prior to the respective City Commission meeting.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-112.

Tammi E. Bach, City Attorney 07/19/2018

Dale Martin, City Manager 07/27/2018

Tammi E. Bach, City Attorney 07/30/2018

Date: July 03, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING RULES OF PROCEDURE FOR THE CITY COMMISSION BY PROVIDING FOR RESTRICTIONS ON ADDING AGENDA ITEMS WITH SHORT NOTICE; PROVIDING FOR DEADLINES FOR INFORMATION SUBMITTED BY COMMISSIONERS FOR REVIEW AT COMMISSION MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 1, 2012, the City Commission adopted Resolution 2012-70 establishing Rules of Procedure for the City Commission; and

WHEREAS, the City Commission wishes to amend its Rules of Procedure by providing restrictions on adding agenda items with short notice and providing deadlines for Commissioners to provide information for discussion at Commission meetings.

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

SECTION 1. It is hereby proposed that Section 6.3 of the City Commission Rules of Procedure, be amended to read as follows:

6.3 Agenda. All discussion items (not resolutions or ordinances) and presentations shall be added to Commission agendas through the City Manager's Office in accordance with deadlines for submission approved by the City Manager. Only discussion items related to health, safety and welfare may be added to a Commission agenda with short notice. Presentations shall be limited to ten (10) minutes unless the City Manager or a majority of the City Commission waives or alters the time limit.

SECTION 2. It is hereby proposed that the City Commission Rules of Procedure, be amended to add a new section 6.4 which shall read as follows:

6.4 Information Provided by Commissioners. Any and all documents, information, memoranda, research materials and agenda item backup materials must be submitted to the City Manager and/or City Clerk no later than fourteen (14) calendar days prior to the City Commission meeting date at which the particular issue will be discussed or considered by the City Commission.

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

ADOPTED this 7th day of August, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION RULES OF PROCEDURE CITY OF FERNANDINA BEACH, FLORIDA

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Section 1. AUTHORITY

Florida Statutes provide for open meetings of the City Commission at which reasonable opportunity shall be given for citizens to be heard under such rules as the City Commission may provide. The Rules of Procedure establish guidelines to be followed by all persons attending a City Commission meeting, including members of the City Commission, administrative staff, news media, and visitors. [Section 286.011, Florida Statutes, and City Charter Section 19]

Section 2. MEETINGS

2.1. Regular Meetings. The City Commission shall meet at 6:00 P.M. on the first and third Tuesdays of each month [Section 2-61 City Code]

2.2. Special Meetings. The Mayor, any two members of the Commission or the City Manager may call special meetings of the Commission upon at least twenty-four (24) hours written notice to every Commissioner [City Charter Section 19] in accordance with Florida Sunshine Law requirements.

(A) Special Meetings of Boards and Committees. The City Manager or any two members of the Commission may call special meetings of any ad hoc or standing committee or board whose members are appointed by the City Commission.

2.3. Public Notice. The agenda for all regular meetings and the notice listing items to be considered shall be posted by the City Clerk's Office on the City's official bulletin board at City Hall and on other public bulletin boards on City property in accordance with the Florida Open Meetings Laws. [Chapter 286, Florida Statutes]

2.4. Quorum. A majority of the members of the City Commission shall constitute a quorum. A quorum of the City Commission must be present to conduct a City Commission regular or special meeting, except that a quorum is not required to hear proclamations and special recognitions. [City Charter Section 21].

2.5. City Manager Participation. The City Manager or City Manager pro tem, shall attend all meetings of the City Commission. The City Manager may make recommendations to the City Commission and shall have the right to take part in all discussions, but shall have no vote. [City Charter Section 29]

2.6. City Attorney Participation. The City Attorney or City Attorney pro tem shall attend all meetings of the City Commission and shall upon request, give an opinion, either written or oral, on questions of law. The City Attorney shall act as the City Commission's parliamentarian. [City Charter Section 31].

2.7. City Clerk Participation. The City Clerk or designated Deputy City Clerk shall attend all meetings of the City Commission and shall keep accurate records of all actions taken by the City Commission. [City Charter Section 47].

2.8. Workshop or Work Session Meetings. During workshop or work session meetings, City Commission members shall refrain from calling on members of the public to speak unless a majority of the City Commission decides by consensus to allow members of the public to speak at a particular workshop or work session.

Section 3 - CODE OF CONDUCT

3.1. City Commission Members.

(a) During City Commission meetings, City Commission members shall assist in preserving order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the orders of the Mayor (or other presiding officer) or the rules of the City Commission.

(b) A City Commission member desiring to speak shall address the Mayor and, upon recognition by the Mayor, shall confine discussion to the question under debate, avoid discussion of personalities and indecorous language, and refrain from personal attacks and verbal abuse.

(c) A City Commission member desiring to question the administrative staff shall address questions to the City Manager who shall be entitled either to answer the inquiries or to designate some member of city staff for that purpose. City Commission members shall not berate nor admonish staff members.

(d) A City Commission member, once recognized, shall not be interrupted while speaking unless called to order by the Mayor, unless a point of order is raised by another member, or unless the speaker chooses to yield to questions from another member. If a city Commission member is called to order while speaking, that member shall cease speaking

immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall remain silent or make additional remarks so as to comply with rules of the City Commission.

(e) City Commission members shall confine their questions to the particular matters before the Commission and in debate shall confine their remarks to the issues before the City Commission.

(f) When there is more than one speaker on the same subject, City Commission members will delay their comments until after all speakers on the subject have been heard.

3.2 Administrative Staff.

(a) Members of the administrative staff and employees of the City shall observe the same rules of procedures and decorum applicable to members of the City Commission.

(b) Although the Mayor has the authority to preserve decorum in meetings, the City Manager also is responsible for the orderly conduct and decorum of all city employees under the City Manager's direction and control.

(c) The city manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by city employees in City Commission meetings.

(d) All persons addressing the City Commission, including the city manager, other staff members, or members of the public shall be recognized by the Mayor and shall limit their remarks to the matter under discussion.

(e) All remarks and questions addressed to the City Commission shall be addressed to the City Commission as a whole and not to any individual member.

(f) No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Mayor.

3.3 Citizens and Other Visitors.

(a) Citizens and other visitors are welcome to attend all public meetings of the City Commission and will be admitted to the City Commission chamber or other room in which the City Commission is meeting up to the fire safety capacity of the room.

(b) Everyone attending the meeting will refrain from private conversations while the City Commission is in session.

(c) Citizens and other visitors attending City Commission meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Commission.

(d) Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the City Commission or while attending the City Commission meeting shall be removed from the room if the Chief of Police or his/her designee is so directed by the Mayor, and the person shall be barred from further audience before the City Commission during that session of the City Commission. If the presiding officer fails to act, any member of the City Commission may move to require enforcement of the rules, and the affirmative vote of a majority of the City Commission shall require the Mayor to act.

(e) Unauthorized remarks from the audience, stamping of feet, whistles, yells, clapping and similar demonstrations shall not be permitted by the Mayor, who may direct the Chief of Police or his/her designee to remove offenders from the room. In case the Mayor shall fail to act, any member of the City Commission may move to require enforcement of the rules, and the affirmative vote of the majority of the City Commission shall require the Mayor to act.

(f) No placards, banners, or signs will be permitted in the City Commission chamber or in any other room in which the City Commission is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Commission, however, are permitted. Video presentations requested by citizens as visual aids will not be broadcasted over cable television.

(g) Citizens or other visitors attending City Commission meetings shall not bring food or drink into the city Commission chamber or into any other room in which the City Commission is meeting.

3.4 Enforcement. The Chief of Police or his/her designee shall act as sergeant-at-arms for the City Commission and shall furnish whatever assistance is needed to enforce the rules of the City Commission.

Section 4 - DUTIES AND PRIVILEGES OF MEMBERS

4.1. Seating Arrangement. City Commission members shall occupy the seats in the City Commission chamber assigned to them by the City Clerk.

4.2. Right of Floor. A City Commission member who desires to speak must be recognized by the Mayor. No member shall address the Mayor or demand the floor while a vote is being taken.

4.3. Conflict of Interest. A Commission member prevented from voting by a conflict of interest shall not vote on the matter, but may participate in the discussion, disclose the nature of the conflict of interest to the Commission prior to a vote being taken, and shall otherwise comply with the state law and city ordinances concerning conflicts of interest.

4.4. Right of Appeal. Any member may appeal to the City Commission from a ruling of the Mayor. If the appeal is seconded, the Commissioner making the appeal may briefly explain the ruling; but there shall be no debate on the appeal, and no other Commissioner shall participate in the discussion. The Mayor shall then put the question, "Shall the decision of the chair be sustained?"

If a majority of the members present vote "Aye," (or "Yes") the ruling of the chair is sustained; otherwise, it is overruled.

4.5. Voting.

(a) Every Commission member present when a question is called shall vote either "Yes" or "No" except on matters involving a conflict of interests.

(b) After the result of a vote is announced, a Commission member may not change a vote unless, before the adjournment of that meeting, that member or a City Commission member on the prevailing side of the vote makes a motion to reconsider the action.

4.6. Excusal from Attendance. City Commission members are expected to attend meetings and stay in attendance during each meeting. No member shall be excused from attendance at a City Commission meeting except for good and valid reasons.

4.7. Excusal During Meetings. No member should leave a City Commission meeting while in session without advising the Mayor.

4.8. No Cell Phones or Mobile Devices During Meetings. Commissioners shall not have cell phones or other mobile devices on the dais during workshops or meetings of the Commission, and all such devices must be silenced. There shall be no text messaging or emailing during Commission meetings by City Commissioners. The dais is equipped with computers and/or tablets that provide internet access for research during meetings. City staff and the public are specifically exempted from this rule. However, City staff, contractors and consultants shall be mindful of the distracting nature of using mobile devices during Commission meetings and take care to silence all mobile devices.

Section 5 - CHAIR AND DUTIES

5.1. Chair. The Mayor, if present, shall preside as chair at all meetings of the City Commission. In the absence of the mayor, the Vice Mayor shall preside. In the absence of both the Mayor and Vice Mayor, the Commission shall elect a chair. If the Mayor vacates the chair during a meeting, and the Vice Mayor is not available, the Mayor may, subject to the approval of the City Commission, appoint a temporary chair.

5.2. Call to Order. The meetings of the City Commission shall be called to order by the Mayor.

5.3. Preservation of Order. The Mayor shall preserve order and decorum, call upon the sergeant-at-arms as necessary to enforce compliance with the rules, and confine members in debate to the question under discussion.

5.4. Questions to be Stated. The Mayor shall state all questions (restate motions) submitted for a vote and announce the result of the vote.

Section 6 – AGENDA AND PUBLIC SPEAKING

6.1. Citizen Speakers. At City Commission regular meetings, a person may address the City Commission concerning voting items on the agenda or may speak during the portion of the agenda providing for citizen and non-citizen speakers to speak on items not on the agenda in accordance with the following rules:

(a) Speakers to Register. A person wishing to address the City Commission must register with the City Clerk and complete a speaker's form provided by the City Clerk prior to the end of the meeting at which they speak.

(b) Speaker Rules. In order that the City Commission may properly consider each matter brought to it by citizens, speakers are asked to observe the following rules:

(1) Only one person may approach the microphone at any one time, and only the person at the microphone will be allowed to speak.

(2) There will be no substitutions or pooling of speakers.

(3) Speakers must address their comments to the Mayor rather than individual City Commission members or staff.

(4) Speakers may file copies of their remarks or supporting information with the City Clerk. The City Clerk will make the information available to the City Commission and City manager if requested.

(5) A person who addresses the City Commission during a public hearing must limit remarks to the specific subject matter being considered by the City Commission in that public hearing.

(6) Fernandina Beach citizens will be allowed to speak before nonresidents.

(c) Time Limits on Voting Items. The length of time a person will be allowed to speak on voting items at City Commission meetings will be determined according to the following rules:

(1) A person who registers to speak on a voting item on the agenda will be called on at the time the item is considered by the City Commission and will have a maximum of three (3) minutes to speak. The Mayor determines the order in which speakers are called. The order in which speakers are called is not required to be in the order that items appear on the agenda, nor are all speakers on a particular item required to be called at the same time. If an item is deferred from a City Commission agenda, a speaker who signed up to speak on the item may not be heard until the item is actually considered by the City Commission.

(2) The Mayor may impose more restrictive time limits on voting items

that are not public hearings, but for which a large number of persons register to speak.

(d) Time Limits for Speaking about Items not on the Agenda. The City Commission will provide an opportunity for citizens to present concerns or address issues that are not matters for consideration listed on a posted meeting agenda during the portion of the agenda providing for citizen and non-citizen comments at regular City Commission meetings, subject to the following rules:

(1) Each speaker may speak only once, and the length of time a person will be allowed to speak during the open citizen or non-citizen comment is (3) three minutes. If a large number of speakers register for the open comment portion of the agenda, however, the Mayor may, with the concurrence of a majority of the City Commission, impose more restrictive time limits in order to allow the maximum number of persons to speak.

(2) The order in which speakers will be called will be determined by the Mayor.

(e) During designated speaker times, City Commission members may ask factual questions or make a brief acknowledgement of speakers. Speakers will have one (1) minute to respond. More time may be granted to the speaker for a response at the discretion of the Mayor or by a non-debatable motion approved by the City Commission. Commission members will refrain from debate on any item during time allotted to speakers unless a specific time is granted by the Mayor or by a non-debatable motion approved by the City Commission.

(f) Use of Interpreters. Whenever it is necessary for a speaker to use an interpreter to translate his/her comments to the City Commission, the time required for the translation will not be counted against the designated time allotted for the speaker to address the City Commission.

6.2 Order of Business; Public Speaking and Motions. For voting items on an agenda, the order of business shall be: 1) public input for speakers who registered to speak on that agenda item; 2) discussion by the City Commission; 3) motion made by Commission member and seconded by another Commission member; 4) any further discussion; 5) motion or amended motion restated by Mayor; and 6) Mayor asks the City Clerk to conduct the roll call vote.

6.3 Agenda. All discussion items (not resolutions or ordinances) and presentations shall be added to Commission agendas through the City Manager's Office in accordance with deadlines for submission approved by the City Manager. Only discussion items related to health, safety and welfare may be added to a Commission agenda with short notice. Presentations shall be limited to ten (10) minutes unless the City Manager or a majority of the City Commission waives or alters the time limit.

6.4 Information Provided by Commissioners. Any and all documents, information, memoranda, research materials and agenda item backup materials must be submitted to the City Manager and/or City Clerk no later than fourteen (14) calendar days prior to the City Commission meeting date at which the particular issue will be discussed or considered by the City Commission.

Section 7 - CONSIDERATION OF ORDINANCES, RESOLUTIONS, AND MOTIONS

7.1. Printed Form. All ordinances and resolutions shall be presented to the City Commission only in printed form.

7.2. Rules of Order. These Rules of Order shall govern the proceedings of the City Commission of the City of Fernandina Beach. If there is a motion or action that is not covered by these Fernandina Beach City Commission Rules of Order, state law, City Charter, City ordinances, City resolutions and then the most recent edition of Roberts Rules of Order Revised shall govern the proceedings of the City Commission, in that order.

7.3. Order of Precedence of Motions. The following motions shall have priority in the order indicated:

1. Adjourn (when privileged) - See notes 1 and 2
2. Take a recess (when privileged) - See notes 1 and 3
3. Raise a question of privilege
4. Lay on the table
5. Previous question - See note 5
6. Limit or extend limits of debate - See notes 3 and 5
7. Postpone to a certain time - See note 3
8. Commit or refer - See note 3
9. Amend - See notes 3 and 4
10. Postpone indefinitely
11. Main motion - See note 3

Note 1: The first two motions are not always privileged. To adjourn shall lose its privileged character and be a main motion if in any way qualified. To take a recess shall be privileged only when other business is pending.

Note 2: A motion to adjourn is not in order: (1) when repeated without intervening business or discussion; (2) when made as an interruption of a member while speaking; (3) while a vote is being taken.

Note 3: Can be amended - others cannot be amended.

Note 4: A motion to amend shall be non-debatable when the question to be amended is non-debatable.

Note 5: Two-thirds vote of members present required.

7.4. Reconsideration.

(a) A motion to reconsider any action of the City Commission may be made, seconded, and voted on not later than the next succeeding voting agenda meeting of the City Commission. If reconsideration of the Commission action has not been posted on the Commission agenda for the meeting at which the motion to reconsider is made, however, actual reconsideration of the item must be delayed until the next voting agenda meeting after the posting requirements of the Sunshine Law are met.

(b) A motion to reconsider an action of the City Commission may only be made by a member who voted with the prevailing side. It can be seconded by any member. No question shall be twice reconsidered except by unanimous vote of the City Commission, except that action relating to any contract may be reconsidered at any time before the final execution thereof.

7.5. The Previous Question (Calling the Question). When the previous question is moved and seconded, it shall be put as follows: "Shall the main question be considered now?" There shall be no further amendment or debate, but pending amendments shall be put in their order before the main question. If the motion for the previous question is lost, the main question remains before the City Commission. An affirmative vote of two-thirds of the City Commission members present shall be required to approve the previous question. (To demand the previous question is equivalent in effect to moving "that debate now cease, and the City Commission immediately proceed to vote on the pending motion." In practice, this is done with the phrase "Call for the Question," or by simply saying "Question.")

7.6. Withdrawal of Motions. A motion may be withdrawn, or modified, by its mover without asking permission until the motion has been restated by the Mayor. If the mover modifies the motion, the seconder may withdraw the second. After the question has been restated, the mover shall neither withdraw it nor modify it without the consent of the City Commission.

7.7. Amendments to Motions. No proposal of a subject different from that under consideration shall be admitted as a motion or amendment to a motion. A main motion may be amended by the mover stating the main motion with the amended language and having a seconder to the amended motion. If a majority of the City Commission concede, an amended motion may be amended several times and until the Mayor restates the amended the motion and asks for a vote.

7.8. Suspension of Rules. Subject only to the limitations imposed by the City Charter and state law, any of the foregoing rules may be suspended for the meeting then in session by unanimous vote of the City Commission.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-19
Code Amendment - Buses

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-19 at First Reading.

SYNOPSIS: This Ordinance provides regulations for buses within the Historic District, including parking locations, restricting street access, and requiring buses to be identified. A couple of issues that need to be decided include where the bus parking location will be, loading and unloading zone(s) and whether a fee should be charged to bus charter companies using City property to park.

FISCAL IMPACT: Fiscal impact will be minimal; possible revenue from parking fees associated with the Ordinance.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2018-19 at First Reading.

Tammi E. Bach, City Attorney 07/30/2018

Dale Martin, City Manager 07/30/2018

Patti Clifford, Comptroller 07/31/2018

Date: May 09, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2018-19

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REGULATING BUS PARKING AND TOURS IN THE HISTORIC DISTRICTS OF THE CITY; CREATING SECTION 70-191 PROVIDING FOR DEFINITIONS; CREATING SECTION 70-192 PROVIDING FOR RESTRICTED BUS PARKING; CREATING SECTION 70-193 PROVIDING FOR RESTRICTED BUS TOURS IN HISTORIC DISTRICTS; CREATING SECTION 70-194 PROVIDING FOR BUS IDENTIFICATION AND MARKINGS; CREATING SECTION 70-195 PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH HEREBY ORDAINS:

SECTION 1. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, Chapter 70, be hereby amended by adding a new Article V titled “Buses” and Division 1 titled “Generally”, and adding a section to be numbered 70-191, which section shall read as follows:

ARTICLE V. - BUSES

DIVISION 1. - GENERALLY

Sec. 70-191. - Definitions.

Definitions. The following words, terms and phrases when used in this section shall have the meanings ascribed to them in this subsection:

Bus means any motor vehicle designed for carrying more than 10 passengers and used for the transportation of persons, and any motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation and which utilize the streets, rights-of-way or other public property of the City of Fernandina Beach for the loading or unloading of its passengers.

Bus tour means a tour or an excursion, conducted by the use of a bus of any size, to or through places of tourist interest in Fernandina Beach, whether or not a narrative description of history or scenery is offered.

Historic district means all areas of the city within Historic District Overlays, including the Downtown Historic District, Old Town Historic District, Amelia Island Lighthouse, Oxley-Heard Funeral Home and Peck Center, and all properties included in Historic District Overlays as they may be amended from time to time.

SECTION 2. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, Chapter 70, be hereby amended by adding a section to be numbered 70-192, which section shall read as follows:

Sec. 70-192. - Bus parking restricted.

- (a) On any street or other public right-of-way of the city, it shall be unlawful for any person to park, allow to be parked, or cause or allow to remain standing or stationary (other than in the normal course of traffic flow) any bus, whether occupied or not, attended or unattended, except for the purpose of active loading and active unloading of passengers or property at loading zones designated by the city manager. All buses must park on private property (with the permission of the property owner) or at locations designated for such purpose by the city manager.
- (b) Parking, active loading and active unloading of buses shall be confined to the city bus parking lot located at _____ or such specific parking areas designated and established by the city manager or his/her designee to accommodate the parking needs of buses within the city. No overnight parking shall be permitted in any parking area so designated.
- (c) The prohibition contained in section 70-192 shall not apply to the following:
 - (1) Vehicles licensed as "sightseeing motor vehicles" pursuant to chapter 86, article V of the Code of Ordinances;
 - (2) Vehicles licensed as "vehicles for hire" pursuant to chapter 86, article III of the Code of Ordinances;
 - (3) Vehicles operated pursuant to franchises granted by the City of Fernandina Beach;
 - (4) Disabled vehicles, temporarily parked on city streets or other areas over which the City of Fernandina Beach exercises parking jurisdiction, but such vehicles must be removed from such streets or areas within not more than two (2) hours by wrecker towing;
 - (5) School buses; or
 - (6) Horse-Drawn Vehicles or Carriages.
- (d) No bus, while parked in a designated parking area, shall leave its engine running, except for a five-minute active unloading period immediately upon arrival at a parking area or 20 minutes prior to leaving said parking area.
- (e) Whenever any police officer, parking enforcement specialist, or other authorized law enforcement officer finds a bus standing, stationary, or parked, within the city in violation of these provisions, such officer shall issue a parking citation, to the driver or owner as the alleged violator. If such vehicle is unattended, the parking citation may be attached to the vehicle in a conspicuous place. Such officer is further authorized to immediately move such vehicle or cause the same to be moved, or to require the owner, driver, or person in charge of the vehicle to move the same.
- (f) The city manager or his/her designee is directed and empowered to take all steps necessary and appropriate to carry out and effectuate the purposes of these provisions. This authority

specifically includes, but is not limited to, arranging for, acquiring and erecting at conspicuous locations throughout the city signs advising the drivers of buses of the parking prohibition and directing them to lawful public parking facilities within the city limits.

(g) Buses shall only park in the designated parking zones during the hours posted at said parking zone as determined by the city manager.

(h) Parking fees for bus parking in designated bus parking zones shall be \$100.00 per day or \$1,500.00 per month per vehicle and may be amended from time to time by ordinance.

SECTION 3. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, Chapter 70, be hereby amended by adding a Division 2 titled "Tours" and by adding a section to be numbered 70-193, which section shall read as follows:

DIVISION 2. - TOURS

Sec. 70-193. Bus tours restricted in historic district.

(a) No person or firm shall operate a bus tour on the streets of the historic district.

(b) A bus in excess of 31 feet taking passengers directly to a specific destination may use the streets of the city and its historic district, except for Centre Street. If the origination of a 31-foot bus to be used for a bus tour is Fernandina Beach or Nassau County, notwithstanding the origination of its passengers, then the operator must obtain a franchise from the city in order to operate a bus tour on the public right-of-way.

SECTION 4. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, Chapter 70, be hereby amended by adding a section to be numbered 70-194, which section shall read as follows:

Sec. 70-194. Identification and marking generally.

Generally. Every bus shall have a sign in plain view on each side of the vehicle, in letters not less than four inches high, containing the full name of the company operating the bus. All markings must be permanently fixed to the vehicle. No electronic or neon signage is permitted. There shall be no third-party advertising of any kind on buses.

SECTION 5. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, Chapter 70, be hereby amended by adding a section to be numbered 70-195, which section shall read as follows:

Sec. 70-195. Penalties.

Violations of section 70-191 through 70-195 may be enforced by the issuance of a parking citation or by a 75.00 citation pursuant to section 1-12 of this Code, as applicable. The City may also prosecute violations of this article in any other manner provided by section 1-12.

SECTION 6. 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 7. This Ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED this _____ day of _____, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-20
Code Amendment – Beach Parking and Beach Driving Permits

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-20 at First Reading.

SYNOPSIS: A portion of the City's beach-related ordinances allows for the issuance of limited beach driving permits south of the Sadler Road beach access (and beach parking area). These permits, not to exceed fifteen, were available on a first-come, first serve basis to disabled City and/or County residents.

Due to the increased number of pedestrians on the beaches, the continued operation of motor vehicles in proximity to pedestrians presents safety concerns.

Disabled access to the beach is still possible at Main Beach (through the use of Mobi-Mats) or by driving onto the beach at the Sadler Road beach access.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt proposed Ordinance 2018-20 at First Reading.

Dale Martin, City Manager 07/30/2018

Tammi E. Bach, City Attorney 07/31/2018

Date: June 04, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION	ACTION:	Approve
Enact		

ORDINANCE 2018-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; AMENDING SECTION 90-48 BY ELIMINATING BEACH DRIVING PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. It is hereby proposed that Article II, Beaches, Section 90-48 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 90-48. - Traffic regulations; speed limit.

(a) It shall be unlawful for traffic to proceed on the Atlantic Ocean beaches except as follows:

(1) There shall be no vehicular driving except in those areas designated by the city commission.

(2) No vehicular traffic shall be permitted except at the designated parking area at the Sadler Road access.

(3) There shall be a designated parking area for vehicular traffic that shall extend from the south boundary line of the Sadler Road right-of-way to a point approximately 375 feet south and terminating at the south line of public beach access #21 and extending approximately 225 feet north from the north boundary line of the Sadler Road right-of-way along the Atlantic Ocean beach. There shall be no parking permitted within the Sadler Road right-of-way as it extends to the mean high water line of the Atlantic Ocean beach. This designated parking area may be changed, based upon demand, by action of the city commission; provided, however, that such areas may not be reduced without a prior study and determination of a demonstrated need for such reduced area.

(a) In the above-described parking area only, there shall be established an emergency access area for the use of first responders, lifeguards and official personnel where parking and vehicular traffic is prohibited. This emergency access area shall be measured from the toe of the primary frontal dune (as defined by the Federal Emergency Management Agency-FEMA) or terminus of any manmade structure seaward a distance of 25 feet, as established in the sole discretion of the City.

(b) In accordance with the 1973 Endangered Species Act and Florida Marine Turtle Protection Act, special care shall be taken to ensure the welfare of endangered species on the beach. Any harassment, harm, pursuing, capture, collection, intentional or not intentional, is prohibited. No beach parking as authorized above shall be permitted from sunset until 9:00 a.m. during sea turtle nesting season, from May 1 through October 31 of each year. Vehicles may not park or drive within 5 feet of a marked sea turtle nest.

~~(4) ——— Certain vehicles permitted; issuance of permits.~~

~~————— a. ——— In addition to the above, there shall be permitted two-way driving south of the Sadler Beach parking area only for:~~

~~————— (1) ——— On a first come, first serve basis, disabled persons with a valid disabled person parking permit issued pursuant to F.S. § 320.0848. Each disabled person eligible to receive a beach driving permit hereunder shall be a city or county resident and is solely responsible for providing proof of successful completion of beach driving training. The city has information and options available for completing such beach driving training.~~

~~————— (2) ——— Only automobiles and trucks, as defined by F.S. § 320.01, are permitted to be driven on city beaches with a valid permit issued by the City pursuant to subsection 5 a.(1) above.~~

~~————— b. ——— It is the intent of this subsection (a)(5) to permit restricted beach vehicular driving to accommodate disabled persons and shall not be construed in any manner to authorize or permit unrestricted beach driving or cruising. The number of permits to be issued pursuant to this subsection shall be limited to no more than 15 such permits per year, and such permits shall each expire on September 30th each year. The city manager shall promptly advise the city commission whenever the number of such permits outstanding equals 15.~~

~~————— (5) ——— Upon presentation of proper identification, annual permits authorized by subsection (a)(5) of this section shall be issued at city hall. The fee for disabled persons shall be waived.~~

~~————— (6) ——— Any permit holder determined to have violated any of the provisions of this section shall be subject to having his/her permit revoked upon written notice and hearing before the city manager on the same.~~

(b) It is unlawful to exceed the vehicular speed limit 5 miles per hour, or to operate a vehicle in a careless or reckless manner on the Atlantic Ocean beaches. By resolution, the speed limit may be reduced upon determination of the city police department or the proper authorities.

SECTION 2. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect on October 1, 2018.

ADOPTED this _____ day of September, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Historic District Council

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment.

SYNOPSIS: In accordance with Ordinance 526, Section 2; when Historic District Council vacancies occur, successors shall be appointed by the City Commission.

At this time, the Historic District Council has one Alternate Member #2 vacancy. This is a three-year unexpired term, ending May, 2019.

Mr. Enrique Escalante and Mr. Jose Miranda submitted Advisory Board/Committee Applications and résumés to the Historic District Council for consideration. The Historic District Council, at its June 21, 2018 meeting, reviewed Mr. Escalante's and Mr. Miranda's applications and résumés and voted unanimously to forward them to the Honorable City Commission for consideration.

Land Development Code (LDC) Section 8.02.01(B)(3) states in relevant part: "Where possible, members shall include, to the extent such individuals are available in the community and willing to serve, one registered architect, and professionals from the disciplines of architecture, construction, design, history, architectural history, archaeology, or other historic-related fields such as urban planning, American studies, cultural geography or cultural anthropology. Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines such as law, real estate, land development, or construction shall make up the remainder of the HDC membership."

The applicants are City residents as required by City Charter, Section 69.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint _____ to a three-year unexpired term to the Historic District Council.

Caroline Best, City Clerk	07/27/2018
Nicole Bednar, Administrative Services Manager	07/27/2018
Dale Martin, City Manager	07/30/2018

Date: June 29, 2018

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

HISTORIC DISTRICT COUNCIL

HISTORIC DISTRICT COUNCIL				
Meeting: Third Thursday of every month, 5:00 p.m., City Commission Chambers				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
04/17	James Pozzetta jamespozzetta@comcast.net	103 South 18 th Street	206-3447	3 yrs-09/2018
03/16	Robert Erickson rettaerickson@aol.com	30 South 3 rd Street	(479) 270-0315	3 yrs-09/2019
02/17	Michael Spino mikespino@bellsouth.net	317 South 5 th Street	583-3554	3 yrs-01/2020
10/13	*Michael R. Harrison mharrison@icee.org	820 Someruelos Street	491-1259	3 yrs 11/2018
05/16	Angela Jones Conway Angela.arnett510@gmail.com	510 Beech Street	(202) 422-2531	3 yrs-09/2018
03/18	Alternate #1 Benjamin Morrison Benjamin@cotnerassociates.com	2107 Whitfield Drive	(912) 604-9870	3 yrs- 05/2019
	Alternate #2 VACANT			3 yrs- 05/2019
*Chair **Vice Chair				
Staff Coordinator: Sal Cumella, Historic Preservation Planner FINANCIAL DISCLOSURE REQUIRED				

From: noreply@civicplus.com
Sent: Wednesday, January 24, 2018 4:54 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Enrique P (Ricky) Escalante
------	-----------------------------

Home Mailing Street Address	804 Atlantic Ave
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City	Fernandina Beach
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Zip Code	32034
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Primary Phone	361 222 4631
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Secondary Phone	361 277 4300
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Please note that board materials are distributed electronically.

Email to receive board materials	epescalante18@yahoo.com
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Employer	Hoyt House Bed & Breakfast
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Position Title	Owner
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Business Address	804 Atlantic Avenue
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City	Fernandina Beach
------	------------------

Zip	32034
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Select the board you are applying for:	Historic District Council
--	---------------------------

Additional board that you are applying for:	Board of Adjustment
Why are you interested in serving on this Board? Please explain.	Am relatively new to the area and would like to get involved. Feel I have capabilities that can benefit the city and would like to contribute my time towards continuous improvement for FB.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	Field not completed.
Do you hold a public office?	No
Office name:	Field not completed.
Are you employed by the City?	No
Position:	Field not completed.
Are you currently serving on a Board?	No
Board Name:	Field not completed.
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No
If yes, please provide details:	Field not completed.
Major Affiliations:	
List community, professional, or other applicable policy-making Boards on which you	Board of Adjustment, City of Lewisville, TX, Planning and Zoning Commission, City of Lewisville, TX, Candidate for City Council, City of Lewisville, TX,

have served.
Note the length of service
and office held (if any):

Qualifications:

Please list any specific
qualifications, education
or experience that would
directly relate to the
Board for which you are
being recommended:

BS Construction Engineering - Louisiana State University; VP
& GM and Pres & CEO Gulf Marine Fabricators, Ingleside, TX;
General Manager, McDermott Fabricators, Batam Island,
Indonesia; Business Owner; Homebuilder in late 80's.

Organization or
Commissioner sponsoring
nomination (if
applicable):

Field not completed.

Educational Background:
(Check all that apply)

BS/A

Other:

Field not completed.

Major areas of study:

Engineering

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are

effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 24January2018

Applicant's Signature Enrique P Escalante (Ricky)

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Wednesday, April 18, 2018 4:32 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Jose Miranda
Home Mailing Street Address	109 South 16th Street
City	Fernandina Beach
Zip Code	32034
Primary Phone	904-753-3099
Secondary Phone	904-261-4586

Please note that board materials are distributed electronically.

Email to receive board materials	jmiranda@mirandaarchitects.com
Employer	Miranda Architects
Position Title	President and Principal Architect
Business Address	309 1/2 Centre Street, Suite 206
City	Fernandina Beach
Zip	32034

Historic District Council

Select the board you are applying for:

Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	I am a past member and chairman of the HDC and as local preservation architect an interested in serving the City once again on this important advisory board.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	26 years
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	Yes
If yes, please provide details:	My firm provides architectural services and our past clients include the City of Fernandina Beach.
Major Affiliations:	
List community, professional, or other applicable policy-making Boards on which you	• Registered Architect in State of Florida since 1994, Fl. Reg. # AR14887 • Board Member, Amelia Island – Fernandina Restoration Foundation, 2009 – present • Board Member, Fernandina Beach Main Street Program, 2017 – present • Past Member and Former Chairman, City of Fernandina Beach

have served.
Note the length of service
and office held (if any):

Historic District Council, 2011 – 2016 • Past Member, State
Historical Marker Council, Florida Department of State, Division
of Historical Resources, 2012 – 2016 • Past Member and
Former Chairman, Code Enforcement and Appeals Board, City
of Fernandina Beach, 2006 – 2011 • Past Member, Florida
Historical Commission, Florida Department of State, Division of
Historical Resources, Bureau of Historic Preservation, 2007 –
2010 • Past Member, City of Fernandina Beach Historic District
Council, 1994 – 1997

Qualifications:

Please list any specific
qualifications, education
or experience that would
directly relate to the
Board for which you are
being recommended:

Master of Architecture with Specialization in Historic
Preservation, University of Florida, 1988 • Thomas Jefferson
Memorial Scholarship, Colonial Williamsburg Internship •
Charles H. Peterson Prize, 3rd place co-recipient Historic
American Building Survey, Don Josef Tovar House, St.
Augustine, Florida • Master's Thesis: "Compatible Design in
Historic Districts -- A Case Study in Ybor City" Bachelor of
Design in Architecture, University of Florida, 1986 Historic
Tampa/Hillsborough County Preservation Board, Tampa, FL,
Historic Preservationist, August 1989 - May 1990 Historic
Tampa/Hillsborough County Preservation Board, Tampa, FL,
Historic Sites Specialist, June 1988 - July 1989

Organization or
Commissioner sponsoring
nomination (if
applicable):

Field not completed.

Educational Background:
(Check all that apply)

High School, BS/A, MS/A

Other:

Field not completed.

Major areas of study:

Architecture, Historic Preservation

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for? Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	4/18/2018
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Applicant's Signature	Jose L Miranda Jr
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Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: Salvatore Cumella
Sent: Friday, June 29, 2018 9:20 AM
To: Kim Briley
Cc: Samantha Rogic
Subject: RE: HDC appointments

They voted to send both applicants to the commission for consideration, Mr. Miranda and Mr. Escalante.
-Sal

From: Kim Briley
Sent: Friday, June 29, 2018 9:15 AM
To: Salvatore Cumella
Cc: Samantha Rogic
Subject: RE: HDC appointments

Sal,

What applicants did the board recommend to fill the vacancy?

*Kim Elliott-Briley, MMC
Deputy City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Fla. 32034
Phone 904-310-3117
Fax 904-310-3454
www.fbfl.us*

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

 Go Green: Please don't print this unless its really necessary



Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Salvatore Cumella
Sent: Friday, June 22, 2018 12:37 PM
To: Kim Briley
Cc: Samantha Rogic
Subject: HDC appointments

Hi Kim,
I just wanted to let you know that last evening was Bill Tilson's last on the HDC. We voted to move Pozzetta up to a voting member and move Morrison up to Alt #1, leaving Alt#2 open. We need to get an appointment ASAP to make sure we have enough members in attendance at the July meeting hear variances.
Thanks,
-Sal

Salvatore J. Cumella
Historic Preservation Planner

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
904.310.3148
SCumella@fbfl.org
www.fbfl.us/cdd

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Tell us how we're doing: [CDD Customer Feedback](#)

 **Go Green:** Please don't print this unless it's really necessary.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointment
Parks & Recreation Advisory Committee

ITEM TYPE: Board Appointment

REQUESTED ACTION:

SYNOPSIS: The Parks and Recreation Advisory Committee (PRAC) has two regular member vacancies. PRAC recommends plans, programs and improvements to park systems developed and designed to meet and satisfy the recreational needs of the community to the City Commission.

The City Clerk's Office is in receipt of an Advisory Board/Committee Member Application from Mr. Michael Kegler whose application was reviewed and unanimously endorsed by PRAC at their June 13, 2018 Regular Meeting.

If approved, Mr. Kegler will serve one three year term ending August, 2021.

Mr. Kegler resides within the City limits as required by Charter Section 69.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Kegler to a three-year term to the Parks & Recreation Advisory Committee.

Dale Martin, City Manager 07/30/2018


Date: June 29, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Caroline Best

From: noreply@civicplus.com
Sent: Monday, June 04, 2018 9:39 AM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Michael A. Kegler
------	-------------------

Home Mailing Street Address	325 Vernon Street
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City	Fernandina Beach
------	------------------

Zip Code	32034
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Primary Phone	678 523-7943
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Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	XENOPHON6@AOL.COM
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Employer	DEPARTMENT OF NAVY
----------	--------------------

Position Title	CONTRACT SPECIALIST
----------------	---------------------

Business Address	1488 MASSEY AVENUE
------------------	--------------------

City	MAYPORT
------	---------

Zip	32228-0057
-----	------------

	Parks & Recreation Advisory Committee
--	---------------------------------------

Select the board you are applying for:

Additional board that you are applying for:	None
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Why are you interested in serving on this Board? Please explain.	My family has been on this island for well over 100 years. I am a returning son of this island. I live in the community and my daughter and wife utilize many of the facilities. We wish to have a say in how these facilities are managed.
--	---

Eligibility

Are you a resident of the City?	Yes
---------------------------------	-----

Length of time:	3 years
-----------------	---------

Do you hold a public office?	No
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Office name:	N/A
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Are you employed by the City?	No
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Position:	N/A
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Are you currently serving on a Board?	No
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Board Name:	N/A
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Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No
--	----

If yes, please provide details:	<i>Field not completed.</i>
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Major Affiliations:

None

List community, professional, or other applicable policy-making Boards on which you have served.

Note the length of service and office held (if any):

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Former Army Officer (Air Cavalry Helicopter Pilot), West Point graduate (1987). Former executive with Rubbermaid, Inc., Plant Manager with NIBCO (Northern Indiana Brass Company). Gum Base Director for Canada, US and Central America with Wrigley's Gum, and Director of the First Class Mail Distribution Center in Atlanta with Pitney Bowes. Currently a Ship Repair Contract Specialist for the Department of Navy at Mayport. MBA (Kent State 1994), Certified Lean Six Sigma Black Belt (Business Process Expert). Member of Omega Psi Phi Fraternity. Prince Hall Mason.

Organization or Commissioner sponsoring nomination (if applicable):

Chip Ross

Educational Background: (Check all that apply)

High School, BS/A, MS/A

Other:

Field not completed.

Major areas of study:

Engineering, Psychology, Organizational Leadership

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
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By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	4 June 2018
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Applicant's Signature	Michael A. Kegler
-----------------------	-------------------

Email not displaying correctly? [View it in your browser.](#)

The Parks and Recreation Advisory Committee of the City of Fernandina Beach, Florida, met on Wednesday, June 13,, 2018 at 4:00 pm in Atlantic Center Aquatics Building. Present were Chairman Eric Bartelt, Member Joy Behan, Member Jean Pugh, Member, Paul Martinez and Trudie Richards. Also present were Parks and Recreation Director Nan Voit, City Commissioner Phil Chapman and City Commissioner Chip Ross

1. Chairman Bartelt called the meeting to order at 4:04pm

2. **APPROVAL OF MINUTES**

Motion made by Member Pugh to approver minutes and 2nd by Member Behan

3. **MEETING LOCATION DISCUSSION-** Chairman Bartelt proposed changing the meeting location to the conference room and city hall. Member Pugh made a motion to approve, 2nd by Member Richards. Motion Passed.

4. **PICKLEBALL COURTS PROPOSED ADDITION** –Member Martinez presented the design proposal he created for the possible pickleball court locations in Central Park. Chairman Bartelt mentioned his concern about the possible number of non-city users of the existing courts. Member Pugh stated that the current census states that 30% of City residents are over 65 years old. Member Behan made a motion to approve the proposed location of the additional courts to include sports lighting. Member Richards 2nd. Motion passed 4-1. Bartelt opposed.

5. **GOLF COURSE/OKLAWAHA TRAIL PROPOSAL**-Chairman Bartelt gave an overview of the property in this location and of the potential to create a passive park which would include a small access bridge and walking paths. Member of the public, David Mills requested a copy to Bartelt’s site plan.

6. **SELLING THE MARINA AND GOLF COURSE** –Chairman Bartelt placed this item on the agenda to make the Committee aware that these two City owned operations were being reviewed with the discussion of the possibility to sell. According to Bartelt, a voter referendum is required to sell either operation.

7. **WATERFRONT PARK UPDATE** – Chairman Bartelt placed this item on the agenda to update the Committee on the waterfront plan. He reported that the plan will not move forward until the marina is repaired.

8. **MASTER PLAN**

- a. Page 52 – Discussion about the proposed changing of the name of Atlantic Avenue to Avenida D Las Banderas. Bartelt proposed not change the name.

- b. Page 53 – States “Parking will be removed from the river front, and provided through on-street parking and a new parking structure on the edge of the historic district.” It was mentioned that the removal of parking at the water front would not work if the marina is in operation due to the necessary boat parking or parking required for the park when it is built.
- c. Page 53-54 – There are several proposed changes for Central Park that will be reviewed. The plan states that a lighted sports complex is not an appropriate use for the Central Park and displays a large multi-purpose lawn in the center of the park. These are some of the items that will be discussed during this review.

- 9. OTHER BUSINESS** – Member Richards made a motion to recommend Michael Kegler as a new member of the PRAC and Member Pugh second. Motion passed being all ayes.

10. ADJOURNMENT

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at 904-310-3115 or TTY/TDD 711 (for the hearing or speech impaired). 1

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Marina Advisory Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments.

SYNOPSIS: At the City Commission Regular Meeting on July 17, 2018, Resolution 2018-98 was approved which established the Marina Advisory Board (MAB).

In accordance with Resolution 2018-98: the MAB will consist of seven members and one non-voting member appointed by the City Commission; four of the voting members must be permanent slip holders/renters in the Fernandina Harbor Marina; and all voting members must reside within the City limits, but the non-voting member does not have to reside within City limits.

The term of office for inaugural board members will be staggered: two voting members will be appointed for one-year terms (expiring September 30, 2019); two voting and the one non-voting member will be appointed to two-year terms (expiring September 30, 2020) and three voting members will be appointed to three-year terms (expiring September 30, 2021).

The City Clerk's Office is in receipt of three Advisory Board/Committee Member applications for the MAB as follows: Mr. Joe Blanchard, Ms. Cathy Chapman, and Captain Brian McCarthy.

The applicants are City residents in accordance with City Charter Section 69.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Joe Blanchard, Ms. Cathy Chapman, and Captain Brian McCarthy to three-year terms to the Marina Advisory Board.

Caroline Best, City Clerk	07/27/2018
Nicole Bednar, Administrative Services Manager	07/27/2018
Dale Martin, City Manager	07/30/2018

Caroline Best

Date: July 23, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

RESOLUTION 2018-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING THE MARINA ADVISORY BOARD; PROVIDING FOR GOALS, MISSION, ORGANIZATION, CONDUCT OF BUSINESS AND STAFF SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Marina is of vital importance to the City of Fernandina Beach as a landmark; and

WHEREAS, the City of Fernandina Beach is responsible for management of Marina operations;
and

WHEREAS, the City Commission has established advisory boards for other enterprise funds, such as the Fernandina Beach Municipal Airport and Fernandina Beach Golf Course; and

WHEREAS, in June 2018, the City Commission decided to consider a Marina Advisory Board as a way to generate feedback from community members; and

WHEREAS, the City Commission wishes to establish the Marina Advisory Board and set forth its roles and responsibilities as an ad hoc advisory board to the City Commission.

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

SECTION 1. The City Commission hereby creates the Marina Advisory Board ("MAB"), which is officially designated as an ad hoc advisory board to the City Commission, and is responsible for adhering to the following:

- a) The MAB will consist of seven members and one non-voting member appointed by the City Commission; four of the voting members must be permanent slip holders/renters in the Fernandina Harbor Marina.
- b) All voting members must reside within the City limits, but the non-voting member does not have to reside within City limits; and a voting member who moves outside of the City must be removed immediately.
- c) Each member of the MAB serves at the pleasure of the City Commission.
- d) The term of office for inaugural board members will be staggered: two voting members will be appointed for one-year terms (expiring September 30, 2019); two voting and the one non-voting member will be appointed to two-year terms (expiring September 30, 2020) and three voting members will be appointed to three-year terms (expiring September 30, 2021).
- e) Thereafter, all terms will be for three years, with expiring terms concluding on September 30 and new terms beginning on October 1.
- f) Members will attend all regular and additional meetings. Regular meetings will be conducted monthly. Additional meetings may be called with the consent of four voting members. All meetings will convene at City Hall.
- g) Any member who has been absent for three regular meetings in one fiscal year (October-September) is subject to removal by the City Commission.
- h) The MAB will have the following officers: a Chairperson and a Vice-Chairperson to conduct each meeting and a Recording Secretary to record the proceedings of each

meeting in accordance with applicable State statutes and City policies. The non-voting member may not serve as a MAB officer.

- i) The Chairperson and Vice-Chairperson will serve one-year terms (commencing October 1) and are appointed annually by the voting members of the MAB.
- j) For the purpose of transacting business at any meeting, a majority of voting MAB members will constitute a quorum.
- k) The MAB meetings are open to the public and MAB members (including the non-voting member) are subject to the Florida Sunshine Law and Public Records Act.
- l) All meetings will be conducted in accordance with parliamentary procedures as set forth and explained in the latest revised edition of Robert's Rules of Order, which will serve as a guide for the rules of procedure of the meetings.
- m) Minutes of its proceedings, indicating the attendance of each member and decision of each member, shall be kept, signed by the Chairperson and filed with the City Clerk.
- n) Members shall serve without compensation.
- o) A majority of MAB members may request information from the Marina Manager at a public meeting, which is necessary in order to carry out specific roles and responsibilities.
- p) The MAB shall provide advice and make recommendations to the City Commission as follows:
 - 1. Make recommendations regarding a comprehensive plan for the physical development and betterment of the Marina.
 - 2. Make recommendations on the operation of the Marina and for the improvement of the operations.
 - 3. Make recommendations regarding policies, such as Marina Rules and Regulations and the Marina Code of Conduct.
 - 4. Perform additional functions as requested by the City Commission to advise and assist in the continued operation and betterment of the Marina.
- q) The City Commission and City Manager shall provide requested information to the MAB within a reasonable amount of time.

SECTION 2. This Resolution shall become effective immediately upon its final passage.

ADOPTED this 17th day of July, 2018.

ATTEST:



Caroline Best
City Clerk

CITY OF FERNANDINA BEACH



John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney



**City of Fernandina Beach
Advisory Board/Committee Application**

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

*City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115 or cbest@fbfl.org*

Nominee Information: (Please type or print) Name Joe L Blanchard

Home Mailing Street Address 593 Amelia Circle

City Fernandina Beach Zip 32034

Primary Phone 904-753-1007 Secondary Phone 904-277-4257

Please note that board materials are distributed electronically.

Email to receive board materials jlblan2@bellsouth.net

Employer Mystic Systems Marine Supply Position Title Owner

Business Street Address 593 Amelia Circle

City Fernandina Beach Zip 32034

Select the board(s) you are applying for:

Airport Advisory Commission	☐	Arts and Culture Nassau	☐
Board of Adjustment	☐	Code Enforcement and Appeals Board	☐
Community Development Block Grant Citizen Advisory Taskforce	☐	General Employee Pension Board	☐
Greens and Oversight Committee	☐	Historic District Council	☐
Housing Authority	☐	Parks and Recreation Advisory	☐
Peck Center Committee	☐	CRA Advisory Board	☐
Planning Advisory Board	☐	Police/Fire Pension Board	☐
Waterfront Florida Partnership	☐	Marina Advisory Board	☒

Other _____

Why are you interested in serving on this Board? Please explain. Avid Sailor, Very interested in our

Marina and our community

Eligibility

Are you a resident of the City? ☒ Yes ☐ No Length of time: 20 years

Do you hold a public office? ☐ Yes ☒ No Office name: _____

Are you employed by the City? ☐ Yes ☒ No Position: _____

Are you currently serving on a Board? ☐ Yes ☒ No Board Name: _____

Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach? ☐ Yes ☒ No

If yes, please provide details: _____

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.

Note the length of service and office held (if any): USCG Auxiliary (Staff), Military Officers of America (Board), Masonic Order, Nassau Sport Fishing Assoc

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended: Oceanographer, Meteorologist, Hydrogopher, Engineer, Retired

Naval Officer, Own sailboat in marina,

Organization or Commissioner sponsoring nomination (if applicable): _____

Educational Background: (Check all that apply)

☒ High School ☐ AA ☒ BS/A ☒ MS/A ☐ Ph.D. ☐ J.D.

Other _____

Major areas of study: BS ME, MS: Meteorology, Oceanography, IT, Physics

Other experience or skills that may be valuable to the Board: Retired County IT Director,

Coast Guard Auxiliary Coxswain, Vessel Examiner, Sailor

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?



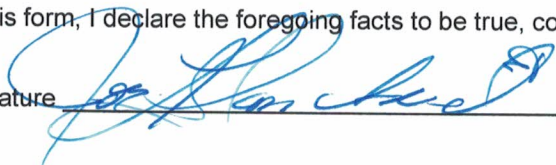
Yes



No

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Applicant's Signature



Date 7/19/2018

Caroline Best

From: noreply@civicplus.com
Sent: Friday, July 20, 2018 9:22 AM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Cathy Chapman
------	---------------

Home Mailing Street Address	1625 Olmsted Lane
-----------------------------	-------------------

City	Fernandina Beach
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Zip Code	32034
----------	-------

Primary Phone	904-753-1970
---------------	--------------

Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	shellgirl2@gmail.com
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Employer	Mine Hill Trading Co.
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Position Title	Sales
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Business Address	5310 First Coast Hwy
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City	Fernandina Beach
------	------------------

Zip	32034
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	Marina Advisory Board
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Select the board you are applying for:

Marina Advisory Board

Additional board that you are applying for:

Why are you interested in serving on this Board? Please explain.

As a long time legacy resident of Fernandina Beach (both my grandmother and father lived on the island for many years, my father graduating from FBHS), having worked at the Fernandina Harbor Marina for several years and having had the experience of working and living onboard traveling boats, I have a vested interest in committing my time and energy to assist the City of Fernandina Beach in rebuilding the best downtown marina possible- not only for my family, our neighbors and visitors to the island but also for future generations with an eye to the issue of global sea rise and how it will affect what we are rebuilding now.

Eligibility

Are you a resident of the City?

Yes

Length of time:

40 years

Do you hold a public office?

No

Office name:

Field not completed.

Are you employed by the City?

No

Position:

Field not completed.

Are you currently serving on a Board?

Yes

Board Name:

Amelia Park Architectural Review Board

Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?

No

Field not completed.

If yes, please provide details:

Major Affiliations:

Current ARB member

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Held 100 Ton USCG Captains License, worked at FHM for 3 years, owned local cabinet shop business in early '90's, small business experience, understand issues and needs of traveling/visiting boat owners from first hand experience

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: High School
(Check all that apply)

Field not completed.

Other:

Field not completed.

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
---	-----

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	9/20/2018
Applicant's Signature	Cathy Chapman

Email not displaying correctly? [View it in your browser.](#)

Caroline Best

From: noreply@civicplus.com
Sent: Thursday, July 19, 2018 7:52 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Kevin McCarthy
------	----------------

Home Mailing Street Address	2220 Florida Ave
-----------------------------	------------------

City	Fernandina Beach
------	------------------

Zip Code	32034
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Primary Phone	904-556-3223
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Secondary Phone	<i>Field not completed.</i>
-----------------	-----------------------------

Please note that board materials are distributed electronically.

Email to receive board materials	kevmccar@comcast.net
----------------------------------	--

Employer	Amelia River Excursions Inc.
----------	------------------------------

Position Title	Owner
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Business Address	! North Front Street
------------------	----------------------

City	Fernandina Beach
------	------------------

Zip	32034
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	Marina Advisory Board
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Select the board you are applying for:

Additional board that you are applying for:	None
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Why are you interested in serving on this Board? Please explain.	I have operated Amelia River Cruises out of Fernandina Harbor Marina since 2000. My livelihood depends on a well run Marina and if I can be of service to the city to make that happen I'm more than happy to serve.
--	--

Eligibility

Are you a resident of the City?	Yes
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Length of time:	50 years
-----------------	----------

Do you hold a public office?	No
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Office name:	<i>Field not completed.</i>
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Are you employed by the City?	No
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Position:	<i>Field not completed.</i>
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Are you currently serving on a Board?	No
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Board Name:	<i>Field not completed.</i>
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Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No
--	----

If yes, please provide details:	<i>Field not completed.</i>
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Major Affiliations:	
---------------------	--

Field not completed.

List community,
professional, or other
applicable policy-making
Boards on which you
have served.
Note the length of service
and office held (if any):

Qualifications:

Please list any specific
qualifications, education
or experience that would
directly relate to the
Board for which you are
being recommended:

Graduate of Fernandina Beach High School, I had a thirty year
career as a Building Contractor in Fernandina and Amelia
Island. I also hold a U S Coast Guard 100 Ton Masters
Captains Licence.

Organization or
Commissioner sponsoring
nomination (if
applicable):

Philip Chapman

Educational Background:
(Check all that apply)

High School

Field not completed.

Other:

Field not completed.

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for? Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 07/19/2018

Applicant's Signature Kevin McCarthy

Email not displaying correctly? [View it in your browser.](#)

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Discussion
Flag Display and Protocol Requirements on City Owned Land and Buildings

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: On June 26, 2018, the City Commission, by consensus with no objections, agreed to allow Mayor Miller to raise the rainbow Pride Flag in honor of Pride Month (June 2018) at City Hall. The Pride Flag was displayed at City Hall until the end of June 2018. Several Commissioners have inquired about a flag display policy in light of the reaction and discussion by citizens and on social media regarding First Amendment Free Speech considerations. As the City Attorney and researching the issue, I opined that when the City Commission allows a flag to be displayed at City Hall that is non-religious, it is protected by the government speech doctrine and does not open the City's flag pole(s) to any protected expression of free speech.

Although the First Amendment's Free Speech Clause limits government regulation of private speech, it does not restrict the government when the government speaks for itself. For example, if the government allows private groups to hold rallies in a public park, it may not exclude a white supremacist rally solely because it disagrees with the rally's message. The City is not, however, required to include the white supremacists' message when it holds diversity programs at its schools. This doctrine does not allow the government to ignore other parts of the Constitution. For example, even though government speech is not regulated by the Free Speech Clause, it is still subject to the Establishment Clause that separates church and state. (See Cornell Law School Legal Information Institute).

City Commissioners will discuss adoption of a flag display policy for City Hall and other City facilities to formalize the process for display of flags.

CITY MANAGER RECOMMENDATION(S): N/A

Tammi E. Bach, City Attorney 07/30/2018

Dale Martin, City Manager 07/30/2018

Caroline Best

Date: July 06, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Discussion
Donation of Real City Property for the Purpose of Constructing Affordable Housing

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger.

Discussion to determine whether the City Commission is interested in seeking a Florida Law change (special law applicable only to Fernandina Beach adopted by state legislature in 1967) which would allow the City to donate real property to appropriate not for profit organizations for the purpose of constructing affordable housing.

Presently, pursuant to **Laws of Florida 67-1379**, the City is not allowed to donate real property unless City is paid the appraised value based upon an appraisal completed prior to sale, see Section 2-353 City Code of Ordinances.

If the City Commission wishes to donate real property, the City can draft a proposed state law change and transmit it to the City's lobbyist, Jacobs Scholz Wyler & Associates and the Legislative Delegation for consideration and sponsorship. There must be a public purpose stated and documented for each donation of real property in accordance with the Florida State Constitution.

FISCAL IMPACT: Unknown until City Commission provides direction on whether real city property should be donated for the purpose of constructing affordable housing.

CITY ATTORNEY COMMENTS: Vice Mayor Kreger would also like the Commission to discuss "selling" a City-owned parcel of property located at 9th and Jasmine to Habitat for Humanity for construction of a single-family home that will be affordable. The City Attorney would draft purchase and sale documents and work with Habitat for Humanity to assist with the sale. The appraised price is just under \$35,000 which the City can use to sell the property in accordance with the City Code.

CITY MANAGER RECOMMENDATION(S): N/A

Tammi E. Bach, City Attorney 07/30/2018

Dale Martin, City Manager 07/30/2018

Date: July 09, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY OF FERNANDINA BEACH, FLORIDA CODE OF ORDINANCES

Sec. 2-353. - Disposal of property without advertising.

(a) It is hereby found, determined and declared that:

(1) The development and continued development of lands that are now owned by the city is a responsibility of the city to its community and for the general welfare and economic stability of the city and its environs.

(2) The development of all property now owned by the city and the right and authority of the city to sell, license and dispose of any real estate at the appraised price for cash; as well as to develop, plat and subdivide real estate and sell the same at public or private sale without the requirement of advertising for bids, in accordance with and at the appraised price, are in part a discharge of the responsibility as referred to in subsection (a)(1) of this section and constitutes a public purpose by which the city can do all of the things set forth or contemplated in this section.

(b) The city is authorized to sell, lease, and otherwise dispose of any real or personal property; and to develop, plat, and subdivide any lands, tracts, and parcels or real estate that are now owned by the city, at public or private sale, without the necessity or requirement of advertising for bids and such property may be sold for cash.

(c) All lots must be sold at a price of not less than set or established before any sale by a qualified real estate appraiser.

(Laws of Fla., ch. 67-1379; Code 1991, § 38.03)



From: [Tammi Bach](#)
To: [Katie Newton](#)
Subject: FW: Property at 9th and Jasmine
Date: Monday, July 30, 2018 1:32:37 PM
Importance: High

Please upload the below email chain and include with 8/7/18 donation of city property discussion along with aerial map of parcel.

Tammi E. Bach, J.D., B.C.S.
Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Ph# (904) 310-3275
Fax# (904) 310-3466
tbach@fbfl.org

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

-----Original Message-----

From: Len Kreger [<mailto:lkreger@fbfl.org>]
Sent: Wednesday, July 18, 2018 1:48 PM
To: Alvaro Pertuz; Tammi Bach
Subject: RE: Property at 9th and Jasmine

Al and Tammi:

The sale is a separate issue. Tammi will contact you.

I will still address donation of property at the 7 August 2018. This if successful will be a longer term issue.

Len

From: Alvaro Pertuz [alpertuz@att.net]
Sent: Wednesday, July 18, 2018 12:50 PM
To: Len Kreger; Tammi Bach
Subject: Re: Property at 9th and Jasmine

Subject: Sale of property to Nassau Habitat

Hello Len and Tammi - I appreciate your willingness to look into how NHFH could purchase the property at Jasmine and 9th for the appraised value.

I believe this is \$37,610 and I believe it is one 100 x 100 parcel that has two platted lots of 50 x 100

I am sorry I will be unable to attend the meeting of August 7th - however I will be available by email on the dates prior to the meeting if there are questions you need me to answer. I will be leaving town on July 31 and returning August 15.

NHFH is a 501 c 3 organization and carries the mortgage on any home we build. I am attaching our letter from the IRS. Please feel free to call me at 904 772 5775 if you have any questions.

On Wednesday, July 18, 2018 6:30 AM, Len Kreger <lkreger@fbfl.org> wrote:

Al:

At last night's Commission meeting it was the consensus of the Commission to authorize the City Attorney to follow up with you on the potential purchase of the property.

Len

From: Tammi Bach [tbach@fbfl.org<<mailto:tbach@fbfl.org>>]
Sent: Tuesday, July 17, 2018 10:25 AM
To: Len Kreger; Dale Martin
Cc: Caroline Best; Katie Newton
Subject: RE: Property at 9th and Jasmine

We will make this a priority. I think this is a topic that could be raised during Commissioner comments tonight. Also, we should schedule this item for discussion on August 7th so I can present information about the properties and proposed contract with Nassau Habitat for Humanity.

Tammi E. Bach, J.D., B.C.S.
Board Certified Specialist City, County & Local Government Law City Attorney City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Ph# (904) 310-3275
Fax# (904) 310-3466
tbach@fbfl.org<<mailto:tbach@fbfl.org>>

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

-----Original Message-----

From: Len Kreger [<mailto:lkreger@fbfl.org><<mailto:lkreger@fbfl.org>>]

Sent: Tuesday, July 17, 2018 7:12 AM

To: Dale Martin; Tammi Bach

Cc: Caroline Best

Subject: FW: Property at 9th and Jasmine

Dale and Tammi:

See the below, I would like a reading on how we can proceed with the potential purchase of the noted property.

Len

From: Alvaro Pertuz [alpertuz@att.net<<mailto:alpertuz@att.net>>]

Sent: Monday, July 16, 2018 4:31 PM

To: Len Kreger

Subject: Property at 9th and Jasmine

Hi Len - I believe the property at 9th and Jasmine is appraised at \$37,610

Nassau Habitat for Humanity would be able to pay this amount to the city because we can turn this 100 x 100 parcel into two 50 x 100 lots which would bring each lot to \$18,805 in terms of what we would charge to the new homeowner if we build a three bedroom house on the lot. Given that our 3 bedroom construction cost is around \$78,000 the total mortgage would be in the neighborhood of 98,000 or a little less. This is well within the affordable numbers that we have been working with in terms of the monthly payment on a 0% 20 or 25 year mortgage.

We currently have the available cash to make this purchase from the city.

If you do not get support for changing the code to donate the land to us -or if it would take too long to wait for the legislative process in Tallahassee (plus it is unpredictable) - can you facilitate a sale to us for the appraised value? That would be terrific for us and would give us two more lots for 3 bedroom homes - I am excited to have this option for you to think about. This is perhaps the best of both worlds- the city gets its appraised value and we get the land we need for two more homes.

Thanks for your consideration

.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Discussion
Beach Matters - Sadler Road Beach Access Emergency Preparedness Plan and Ancillary
Beach Parking Location(s)

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Ross.

Sadler Road Beach Access emergency preparedness plan: the City places sand across the Sadler Road beach access when hurricanes approach. Are the other Commissioners aware of this plan and do they support the plan? See Exhibit "A".

Ancillary beach parking location(s): some within the community are advocating using portions of the Greenway for beach parking lots. The Greenway is within a designated conservation land zone which does not allow for parking lots. See Exhibit "B".

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 07/24/2018

Dale Martin, City Manager 07/30/2018

Date: July 20, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

From: **Frank Hopf** <fhopf47@gmail.com>

Date: Thu, Jul 12, 2018 at 5:05 PM

Subject: Followup comments to your meeting with Christine Harmon and Toby Tovar yesterday

To: jhurley@fbfl.org, dbishop@fbfl.org

Cc: Christine Harmon <charmon1846@gmail.com>, Toby Tovar <ftovar2@comcast.net>

Dear Chief Hurley and Captain Bishop,

Christine Harmon and Tobi Tovar who met with you yesterday asked me to share observations I had made about the situation at the Sadler Road access since the expansion of the parking area and creation of dune protection and emergency access setback zone. I toured the beach on Tuesday in the late morning. As I explained to Christine, while I saw indications of technical violation of state laws protecting dunes and dune vegetation, I did not find any evidence of damage to dune vegetation by vehicles or others. The vegetation is creeping down the front of the dunes and the dunes are slowly being rebuilt but nothing has grown down to where I found vehicle tracks. There were tracks of a few vehicles riding on the slope of the dunes which I believe is a violation; but in all cases, the slopes involved are currently unvegetated. This is still a violation but harder to prosecute in my view without evidence of vegetation damage.

We had strong onshore winds this spring which interacted with the storm scarp itself to start the dune rebuilding process, but now we need the dune vegetation to help finish the job. So In spite of the failure to create a dune protection zone as promised by the new ordinance, enforcing the "no parking here to the dunes " signs do seem to have people driving a little further off the dune and giving it a chance to rebuild more than we had before the ordinance. I was also pleased with the huge signs requiring four-wheel drive vehicles only on the beach. The entire dry beach and dune face areas are much less torn up than before. The net effect seems to be a small net positive for the beach there but not exactly as much as promised by the Ordinance

That is the good news, the bad news is that I am still very worried about washover and the worst case potential of wave erosion of a new channel down Sadler Boulevard if we have a storm that comes too close during high tide. The vehicle access through the dune provides a perfect ramp for waves to come inland and the Sadler Road circle has the lowest elevation on A1A. The dunes where vehicles can park are among the weakest on the island but it might be academic when the access ramp itself is so vulnerable. **I know from talking to Vice Mayor Kruger that the city's strategy involves dumping sand across the access on the approach of a hurricane to plug the hole in the "dike".** However where will the sand come from? What beach area will be weakened where the sand is sourced? These are questions that would need to be answered for the State DEQ to legally permit such an approach. Unfortunately a pile of sand will not be nearly as effective as a

vegetation welded dune. A lot of sand will have to be moved in and then out to even approach the minimal protection level the citizens around Sadler deserve.

So vehicle parking on the beach remains a threat to the stability of beaches because of the way it is conducted in Nassau County. Whereas the new ordinance appears to have improved things somewhat, the largest risk area in the county is the Sadler Road beach access. Using the analogy of permitting dogs on the beach, the citizens of Fernandina Beach need to be warned of the risks they expose themselves by unleased driving/parking on the beach, particularly without proper cleanup of wastes. Building more offstreet parking spaces would be much cheaper in the long run than wasting soft dry sand beach for parking spaces and creating some expensive and probably ugly seawall structure to protect Sadler Boulevard and the Egan Creek Greenway from washover or worse in future storms.

I'm just a retired engineer and oil industry manager who earned a doctorate in coastal geomorphology as retirement project who retired to the island (not right on the beach but still protected by the beach and dunes). I own a four wheel drive Jeep and I love the idea of being able to access the beach by vehicle. However I realize now that it is only an access of last resort, especially with so many doing it, too many of those showing little respect for the beach, the dunes, and their fellow beachgoers. I'd love to explain in more detail my concerns for the beach and dunes if you would interested. I'd be happy to explore possible options originally voiced by Commissioner Ross of an dune crossing with an offset to allow natural development of a continuous line of protective dunes facing the waves at Sadler. With time and protection such a system might be developable that would more effective than a temporary sand dam thrown up in high winds by city crews. The city might be able to do so without ending vehicle access completely.

Thanks for taking the time to talk to Christine and Toby and for reading my note. Again I would welcome the opportunity to discuss with you my concerns in more detail any time. And I do appreciate you and your staff's efforts to enforce the city's ordinance to make residents' and guests' ability to enjoy a safe, clean, and happy beach that continues to provide the only protection the island has from storm waves when they come.

Frank Hopf Ph.D. P.E. (Texas)

[illegible]

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Central Business District - Fee in Lieu of Providing On-Site Parking

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Commissioner Ross understands the Planning Advisory Board is considering proposing a fee in lieu of providing on site parking in the Central Business District under certain conditions and Land Development Code Section 8.01.02 allows certain land owners to pay a fee in lieu of providing parking.

- Questions for consideration:
- Where in the City would these parking spaces be located?
 - Should the cost of a parking space include the cost of the land?
 - Should the cost of parking space include the cost of building the parking lot including storm water management and other associated costs?
 - Should the cost of a parking space include the cost of building a multilevel parking structure?
 - Will on-street parking be allowed to be used as allowable parking spaces for fee in lieu parking?
 - Should the cost of a parking space include the long-term maintenance costs?

FISCAL IMPACT: Unknown until City Commission direction is established.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 07/23/2018

Dale Martin, City Manager 07/30/2018



Submitted By: Caroline Best, City Clerk Date: July 23, 2018

COMMISSION ACTION:

Discussion item:

What is the cost of constructing a parking space in the City?

Land Development Code Section 8.01.02 allows certain land owners to pay a fee in lieu instead of providing parking. [See below]

Additionally, it my understanding the Planning Advisory Board is considering proposing a fee in lieu, instead of providing parking on site in the Central Business District under certain conditions.

Questions for discussion:

- **Where in the City would these parking spaces be located?**
- **Should the cost of a parking space include the cost of the land?**
- **Should the cost of parking space include the cost of building the parking lot including storm water management and other associated costs?**
- **Should the cost of a parking space include the cost of building a multilevel parking structure?**
- **Will on street parking be allowed to be used as allowable parking spaces for fee in lieu parking?**

- **Should the cost of a parking space include the long-term maintenance costs?**

Land Development Code Section 8.01.02

D. Properties located within the CRA abutting the Amelia River Waterfront are subject to the following standards:

4. Developers of Office, Commercial, and/or Waterfront Industrial uses may pay a fee in lieu of providing the required parking, as established in Table 7.01.04(A). The fee shall be set annually by the City Commission and *shall be based on the average cost of constructing a parking space in the City.* The fee shall be a one-time payment, to be placed in a trust fund for downtown parking improvements which serve the CRA properties. Residential uses must provide two spaces per dwelling unit on-site and are not eligible for the fee in lieu of providing parking.