



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
NOVEMBER 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 Executive Director Tommy Davis of First Baptist Church.

4. PROCLAMATION / PRESENTATION

4.1 **PROCLAMATION - "NATIONAL AMERICAN INDIAN HERITAGE MONTH"** - *Proclaims the month of November, 2018, as "National American Indian Heritage Month". Chairwoman of the American Indian Committee Ms. Cara Curtin will be present to accept the Proclamation.*

4.2 **PRESENTATION - AYRES ASSOCIATES** - *Mr. Rick Maslyn of Ayres Associates will provide a presentation regarding the Fernandina Harbor Marina Seawall Assessment.*

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

6. CONSENT AGENDA

6.1 **BUDGET AMENDMENTS - CAPITAL IMPROVEMENT FUND / CAPITAL EXPANSION FUND - RESOLUTION 2018-160** APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Transfers funds to the Capital Improvement Fund Main Street Improvements account and the Capital Expansion Fund Operating Supplies account.*

6.2 **BUDGET AMENDMENTS - VARIOUS DEPARTMENTS - RESOLUTION 2018-161** APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves transfers within respective Departments/Funds for Fiscal Year 2017/2018.*

7. RESOLUTIONS

- 7.1 **COMMISSION RULES OF PROCEDURE - RESOLUTION 2018-162 AMENDING THE RULES OF PROCEDURE FOR THE CITY COMMISSION BY CLARIFYING DEADLINES FOR INFORMATION SUBMITTED BY COMMISSIONERS FOR REVIEW AT COMMISSION MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Amends the Commission Rules of Procedure regarding submission of backup materials.*
- 7.2 **LEGISLATIVE PRIORITY RECOMMENDATION AND SUPPORT - RESOLUTION 2018-163 SETTING FORTH LEGISLATIVE PRIORITIES FOR FISCAL YEAR 2018-2019; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR LEGISLATIVE PRIORITIES AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Formalizes the City Commission's priorities for the next Florida State Legislative Session.*
- 7.3 **AWARD OF BID #18-23 - BRANCE DIVERSIFIED, INC. - RESOLUTION 2018-164 AUTHORIZING THE AWARD OF BID #18-23 TO BRANCE DIVERSIFIED, INC. FOR PROJECTS ASSOCIATED WITH THE MARINA'S SOUTHERN BASIN AND THE CITY-OWNED STRUCTURE AT 101 N. FRONT STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the award of Bid #18-23 to Brance Diversified, Inc. in the amount of \$3,199,170.32.*

8. ORDINANCES - FIRST READING

- 8.1 **MASTER FEE SCHEDULE AMENDMENT – SANITATION - ORDINANCE 2018-41 AMENDING THE MASTER FEE SCHEDULE AS RELATED TO SANITATION FOR THE REMAINDER OF FY 2018/2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the amended Master Fee Schedule as related to Sanitation Fees for Fiscal Year 2018/2019.*
- 8.2 **CODE AMENDMENT - CLEANING OF LOTS, MAINTENANCE OF STRUCTURES - ORDINANCE 2018-42 AMENDING CHAPTER 42, ENVIRONMENT, ARTICLE IV, WEEDS AND WILD GROWTH, OF THE CODE OF ORDINANCES; BY AMENDING THE TITLE OF THE ARTICLE TO "CLEANING OF LOTS; MAINTENANCE OF STRUCTURES"; BY AMENDING SECTION 42-116 TO CHANGE HEADING TO "DUTY TO MAINTAIN PROPERTY" AND CLARIFYING DUTY; BY AMENDING SECTION 42-117 TO "EXTERIOR STRUCTURES" AND CLARIFYING DUTY TO MAINTAIN EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-118 TO CHANGE HEADING TO "COMPONENT SERVICEABILITY" AND REQUIRING COMPONENTS SUPPORTING STRUCTURES TO BE MAINTAINED; BY AMENDING SECTION 42-119 TO CHANGE HEADING TO "RUBBISH AND GARBAGE" AND PROHIBITING ACCUMULATION OF GARBAGE ON EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-120 TO CHANGE HEADING TO "PEST ELIMINATION" AND REQUIRING ELIMINATION OF PESTS; BY CREATING SECTION 42-121 "VACANT STRUCTURES AND LAND" AND REQUIRING MAINTENANCE OF VACANT LAND; BY CREATING SECTION 42-122 "SWIMMING POOLS" AND REQUIRING POOLS BE MAINTAINED AND SANITARY; BY CREATING SECTION 42-123 "WATER AND ELECTRIC SERVICE" AND REQUIRING STRUCTURES BE CONNECTED; BY CREATING SECTION 42-124 "AUTHORITY TO INSPECT PREMISES" AND PROVIDING FOR CITY INSPECTIONS; BY CREATING SECTION 42-125 "NOTICE TO CORRECT VIOLATIONS" AND PROVIDING FOR NOTICE; BY CREATING SECTION 42-126 "RIGHT TO APPEAL"; BY CREATING SECTION 42-127 BY PROVIDING FOR "IMPOSITION OF LIEN AGAINST PROPERTY BY CITY"; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Makes substantial changes to the Chapter 42, Article IV, of the Code of Ordinances to provide more guidance to property owners and City officials regarding the standards for cleaning of lots and maintenance of structures throughout the City.*

- 8.3 **CODE AMENDMENT - CAMPING ON PUBLIC PROPERTY - ORDINANCE 2018-43** AMENDING CHAPTER 58, OFFENSES, ARTICLE I, IN GENERAL, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 58-9, USE OF RECREATIONAL VEHICLES AS LIVING QUARTERS; EXCEPTIONS; BY ADDING SECTION 58-10, CAMPING PROHIBITED; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 58 of the City Code pertaining to camping on public property except with a City-issued permit.*

9. ORDINANCES - SECOND READING

- 9.1 **CODE AMENDMENT - CEMETERY - ORDINANCE 2018-29** AMENDING CHAPTER 30, CEMETERY, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 30-31, DEFINITIONS; AMENDING SECTION 30-44 TO CLARIFY THAT ITEMS NOT DESCRIBED ARE PROHIBITED AT GRAVES; AMENDING SECTION 30-57 TO PROVIDE FOR CITY REPAIR OF HEADSTONES AND GRAVE MARKERS; AMENDING SECTION 30-106 TO PROHIBIT TREASURE HUNTING AND METAL DETECTING IN THE CEMETERY; AMENDING SECTION 30-109 MEMORIAL AND VAULT INSTALLATIONS BY REQUIRING VAULTS FOR ALL BURIALS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Adds language to the City Code related to metal detecting and maintenance of graves.*
- 9.2 **CODE AMENDMENT - PEDDLERS - ORDINANCE 2018-36** AMENDING CHAPTER 26, BUSINESSES, ARTICLE IV, PEDDLERS, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 26-92, EXEMPTIONS FROM PROHIBITION TO CLARIFY THE TERM "OCCASIONAL SALES" AND BY REMOVING PARAGRAPH C; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 26 of the City Code pertaining to peddlers.*

10. BOARD APPOINTMENT

- 10.1 **BOARD OF ADJUSTMENT** - *four appointments.*

11. CITY COMMISSION DISCUSSION / DIRECTION

- 11.1 **CONSERVATION LAND ACQUISITION FUNDING** - *This item is placed on the agenda at the requests of Vice Mayor Kreger and Commissioner Ross.*
- 11.2 **PARKS AND RECREATION IMPACT FEE FUND EXPENDITURES** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 11.3 **DUNE WALKOVER ASSESSMENT, REHABILITATION AND MAINTENANCE** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 11.4 **FLOODPLAIN MANAGEMENT AND PUBLIC SAFETY** - *This item is placed on the agenda at the request of Commissioner Ross.*

12. CITY MANAGER REPORTS

13. CITY ATTORNEY REPORTS

14. CITY CLERK REPORTS

15. MAYOR/COMMISSIONER COMMENTS

16. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A “REQUEST TO SPEAK” FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
 - PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
 - *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.
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Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"National American Indian Heritage Month"

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming the month of November, 2018, as "National American Indian Heritage Month". Chairwoman of the American Indian Committee Ms. Cara Curtin will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 04/27/2018

Dale Martin, City Manager 10/26/2018



Date: April 27, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

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

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

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

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

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

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

“NATIONAL AMERICAN INDIAN HERITAGE MONTH”

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

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

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Ayres Associates

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Mr. Rick Maslyn of Ayres Associates will provide a presentation regarding the Fernandina Harbor Marina Seawall Assessment.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 10/26/2018

Date: October 19, 2018

Submitted By: Dale Martin, City Manager

COMMISSION ACTION:

FERNANDINA HARBOR MARINA SEAWALL ASSESSMENT

Prepared For:

City of Fernandina Beach



Prepared By:



Ayres Associates Inc
C.O.A. #4356

5220 Shad Road
Suite 200-3
Jacksonville, Florida 32257
Phone: (904) 260-6288
Fax: (904) 262-5536

OCTOBER 22, 2018

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Inspection Dates: 8/7/2018 to 8/8/2018

INSPECTION SUMMARY

Ayres Associates has contracted with the City of Fernandina Beach to provide structural inspection services and a structural assessment for select portions of the seawall at Fernandina Harbor Marina. The inspection included an above water inspection and an underwater inspection of all accessible structural elements. Ayres responsibilities are to assess the condition of the existing structure and to provide responses to questions presented by the City.

Fernandina Harbor Marina is located at South Front Street and Centre Street in Fernandina Beach in Nassau County, along the Amelia River. The seawall was constructed in 1962 and 1963. The limits of the seawall for this assessment are the following; 1) concrete seawall extending from the north side of the public boat ramp to the south side of the commercial building structure leased by Front and Center and Brett's Waterway Café, and 2) steel seawall extending from the north side of the commercial building structure to the northern limit of the steel seawall. The original 1962 plans were made available by the City. The plans show the concrete seawall consists of precast pre-stressed double-T panels, concrete encased steel king piles, supplementary back to back exposed steel channels in front of the precast concrete panel wall and a steel tie back anchor wall system. Two (2) precast concrete double-T panels are stacked vertically which places the bottom of the concrete wall at El. -5.0. Refer to **Photos 1-5** for the general concrete seawall layout. The steel sheet pile wall consists of a 55 ft. deep ZP27 section with a steel tie back system and a 2 ft. x 2 ft. reinforced concrete cap. Refer to **Photos 6-10** for the general steel sheet pile wall layout.

The concrete seawall is considered to be in fair condition with certain elements in poor condition. Several areas of settlement and/or undermining were observed on the backside of the concrete sidewalk. In general, settlement was shallow and continuous for several feet along the cap (**See Photo 11**). Undermining and voids were investigated via probing and found to be up to 2 ft. diameter x 22 in. deep (**See Photo 12**). Settlement and undermining on the back side of the concrete cap are indicative of loss of fill behind the wall. Several previous concrete repairs with limited effectiveness were noted at voids. No active fill loss was noted during this inspection; therefore the source of the problem was not determined.

There are several potential sources of loss of fill for the given concrete seawall construction. The first potential source is weepholes which are located throughout the concrete seawall to alleviate water pressure on the retaining wall. Modern weephole construction consists of a hole located in the wall with a mesh screen placed on the backside of the wall. A geotextile mesh and small rock surrounds the mesh screen to prevent soil exiting the weephole with the drainage water. No such detail was found on the 1962 plans. During the underwater inspection, we observed several weepholes to be in an "open" condition which means they can be probed through the back of the wall to exposed soil (**See Photo 13**). No active soil loss was observed during this inspection. The second potential source is the precast concrete wall joint. During initial construction, the groundline in front of the wall was located just above the horizontal concrete joint with a geotextile fabric placed on the backside of the joint to prevent fill loss. Groundline measurements were taken at 25 ft. intervals along the length of the pier show a consistent degradation (soil loss) that varies from 0.7 ft. at the concrete boat ramp to 1.7 ft. at the end of the timber boardwalk near the commercial building. Due to the degradation scour, the horizontal joint is exposed along the length of the wall (**See Photo 5**). Fill can seep through this construction joint if the joint is not perfectly flush and the geotextile was not placed correctly during initial construction. The third potential source of fill loss is underneath the precast concrete wall. The concrete wall originally extended to 5.2 ft. below the groundline according to the 1962 plans. The concrete wall is 3.5 ft. below the current groundline due to the scour observed. If water pressure builds up behind the wall and the weepholes are not working properly, water and fill may seep out the below the wall. The bottom of the concrete wall was not found with hand probing during this inspection and no active fill loss was observed. Another potential source is related to the backfill material used during the initial construction. Proper backfill (soil placed behind a retaining wall) installation is a comprehensive process that involves placing layers or lifts of properly graded structural fill which are then compacted prior to the placement of the subsequent lift. This process is repeated until the fill reaches the specified finished grade. From our discussion with locals, the backfill utilized during the initial construction consisted of broken concrete and other miscellaneous disposal materials which were not properly compacted. Over many years, this type of backfill can undergo differential settlement and degrade thereby exhibiting random voids seen at the surface.

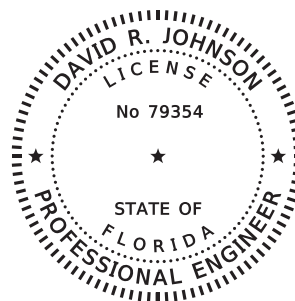
A notable deficiency of the concrete seawall is the condition of the exposed steel channels supporting the precast concrete panels. All steel channels and steel tie rod connections have heavy section loss throughout (**See Photos 14-16**). No protective coating system was observed on any of the exposed steel. Section loss was the most severe, up to 80%, at the top of several channels. The areas at the steel tie rod connections have section loss up to 50%. Several of the upper tie rods had no visible mechanical connection to the bearing plate welded to the steel channels; however no movement was seen in the wall or the tie rods. The ends of the precast pre-stressed concrete double-T panels are held in

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place every 31.5 ft. by the driven, steel king piles. The steel channels were likely placed in front of the precast concrete panels for two reasons; 1) The channels tie the two (2) precast concrete panels together transversely to maintain a tight construction joint, and 2) the attached steel tie rods to the channels provide additional lateral support to the concrete retaining wall. Deficiencies noted for the concrete seawall concrete cap include delaminations along bottom edge, minor longitudinal cracking on the exposed vertical face, and minor transverse cracking on the exposed, horizontal face.

The steel sheet pile wall is considered to be in fair condition. Minor, intermittent areas of settlement were found on the back face of the concrete cap up to 3 ft. long x 8 in. wide x 3 in. deep. The majority of these settled areas were located at wide expansion joints in the concrete cap. Expansion joints were up to 1 in. wide. Groundline measurements were taken along the length of the steel sheet pile wall and the extension wall at the northern limits. According to the 1962 plans, the dredged groundline was at Elevation -7.0 ft. The groundline in front of the sheet pile wall has experienced general aggradation which varies from 1.5 ft. to 4 ft. Local scour was observed below a steel drainage pipe located at the beginning of the sheet pile wall. The pipe leads from the north parking lot and penetrates the wall (**See Photo 17**). A small amount of riprap was placed below the pipe in the past, however due to the riprap being improperly installed, scour is still occurring. Additionally, a large eroded area, 25 ft. x 30 ft. x 3.5 ft. was located in front of the wall extension (**See Photo 18**). Behind the concrete cap at the Wall 1 to Wall 2 joint a 12 in. diameter x 9 in. depression was identified. The steel sheet pile has corrosion with moderate section loss throughout (**See Photo 19 and 20**). An underwater ultrasonic thickness gauge was utilized to determine the amount of section loss. The original thickness of the steel sheet pile was 0.375 in. Section loss was the most prominent directly below the cap down to the low tide waterline. The typical wall thickness was measured at 0.29 in. with the thinnest wall thickness measured at 0.215 in. or a section loss of 43%. Several small drilled holes were present at intermittent locations on the sheet pile wall. The majority of the holes have been properly epoxy sealed with a couple holes being only partially sealed (**See Photo 21**). No active fill loss was noted during this inspection. Minor concrete cap deficiencies include one (1) localized spall/delamination, and intermittent hairline cracks.

Respectfully Submitted,

Ayres Associates, Inc.
CA #4356David R. Johnson, P.E.
Structural EngineerTHIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BYDavid
JohnsonDigitally signed by David
Johnson
Date: 2018.10.22 13:52:19
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ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

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A list of questions was provided by the City which has been included below with responses.

1. *What is the life expectancy of the seawall between the boat ramp and Brett's Restaurant (approximately 300 lineal feet)?*

Based on the accessible elements of the retaining wall system, the life expectancy for the concrete seawall is estimated at 5 years if no repairs are made. Regular inspections are recommended every 24 months or sooner if lateral wall movement and/or concrete cracking are observed. The wall could last upwards of 20 years with recommended repairs. Recommended repairs include;

- Replacement of corroded, steel channels and tie rods connected to the steel channels. According to the plans, there are seven (7) steel channels located along the majority of the seawall with spacing every 31.5 ft. Existing steel channels can be left in place while new steel channels and tie rods are installed directly adjacent to the old steel. Grouted tie backs can be utilized to mitigate excavation behind the wall.
- Repair open weepholes by installing a mesh screen with gravel placed behind the screen.
- Soil stabilization by means of pressurized grouting to plug any sources of backfill erosion. Common grout material is flowable fill (concrete slurry) or expanding polyurethane resin. Pressurized grouting should be applied discretely and located away from weepholes to avoid creating unwanted hydrostatic pressures to the seawall. It is highly recommended that a company experienced with pressurized grouting that also meets FDOT specifications is hired to perform this work.

o Link for video - https://www.youtube.com/watch?v=r1p_PTFWkCY&feature=youtu.be

2. *Explain the differences (cost, lifespan, etc.) between concrete panels, steel panels, and vinyl-coated panels with regard to seawall construction. If the seawall needed to be replaced, do you have a preference for construction material?*

Neither the existing steel sheet pile wall nor concrete seawall requires replacement at this time. For informational purposes, the differences for the three (3) seawall materials are described below.

Precast Concrete Sheet Piles – This option has been used throughout Florida for bulkheads and seawalls. Admixtures such as silica fume and metakaolin can be included in the concrete mix design to decrease concrete permeability. The decreased permeability better protects the pre-stressing steel reinforcing from infiltrating chlorides present in salt water. Initial costs are considered moderate for precast concrete. Periodic maintenance such as a cathodic protection system, spall repair, and crack repair should be expected. The service life of precast concrete panels can be over 40 years if constructed properly paired with the appropriate concrete mix design, structural design, and proactive maintenance repairs. The life span can be increased to 75+ years for additional up front cost by using stainless steel or fiber reinforced polymer (FRP) prestressing. The use of stainless steel or FRP prestressing strands is standard practice for DOT projects in extremely aggressive environments such as this marina. Concrete sheet pile walls are limited to an exposed wall height of approximately 15 ft.; however exposed wall height can easily exceed 15 ft. if a dead man anchor system is utilized. Installation for concrete panels is normally performed by jetting which decreases installation time but can be an issue if rocks or boulders are close to the surface. The precast lengths of the concrete panels can be a limiting factor if poor soils are encountered.

Steel Sheet Piles – Initial cost is traditionally the highest of the three options. Future maintenance costs include periodic cleaning and recoating of the steel with an appropriate paint system, or a cathodic protection system. A service life of 30-40 years is not uncommon when regular, proactive maintenance repairs are followed. Steel sheet pile walls are limited to an exposed wall height of approximately 15 ft.; however the exposed wall height can be increased if a tie back system is utilized. These sheet piles are typically vibrated and/or driven. The walls can be encased in concrete to provide protection from the environments and/or if aesthetics is a concern.

Vinyl Sheet Piles – Initial cost is generally considered the lowest of the three options listed here. Minimal future maintenance costs are expected for this wall type. The lifespan of vinyl sheet pile walls is typically listed as 50+ years regardless of water chlorinity. It should be noted that the listed lifespan is just an estimate since this material application is relatively new. Limitations for vinyl sheet pile includes: limited fabricated sheet lengths and lower strength compared to the other sheet pile wall materials. Vinyl walls are typically limited to an exposed wall height of 5 ft. Vinyl sheet piling is installed by jetting and can experience damage during installation if rocks or boulders are encountered. Vinyl sheet piles are not practical in dense soil strata.

3. *If reconstruction is necessary, how deep (and how high) should the panels be constructed?*

Reconstruction is not necessary. Geotechnical data would need to be provided to properly design the embedment depth of any retaining wall system.

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4. *For reconstruction, would the existing boardwalk have to be removed? Could (Should) an additional wall be added to minimize localized storm surges?*

If reconstruction was warranted, the boardwalk would likely have to be dismantled.

Adding an additional wall to minimize localized storms would present a number of design challenges. Before any concepts can be developed, performance goals for a specified storm recurrence interval would need to be chosen for the wall. Raising the top of the existing seawall is not recommended since geotechnical information is unknown, and the majority of the tie back system was inaccessible for inspection. Given the site constraints, flood damage mitigation may prove to be minimal for a partial wall enclosure.

5. *Holes frequently occur landward behind the seawall. What could be creating these holes? Would soil borings be appropriate to further investigate? If so, please provide an estimated cost to conduct and examine six soil borings.* While the source(s) of these erosion holes was not fully determined during the inspection, a list of potential causes is provided in the inspection summary. Soil borings would not be appropriate for investigating the source of these holes.

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PHOTOGRAPHS



Photo 1 – Begin of Concrete Wall looking North from Boat Ramp



Photo 2 – Begin of Timber Boardwalk at Concrete Wall Looking North

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PHOTOGRAPHS



Photo 3 – Typical View of Concrete Wall and Underside of Timber Boardwalk Looking North



Photo 4 – Typical Concrete Wall Looking East. Photo Taken During Low Tide

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PHOTOGRAPHS



Photo 5 – Typical Concrete Wall showing Horizontal Joints between Precast Sections



Photo 6 – Begin of Steel Sheet Pile Wall Limits Looking North

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PHOTOGRAPHS



Photo 7 –Steel Sheet Pile Wall Extension Looking East



Photo 8 – Typical Steel Sheet Pile Wall Looking South

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PHOTOGRAPHS



Photo 9 – Typical View of Steel Sheet Pile Wall and Underside of Timber Boardwalk Looking North



Photo 10 – Begin of Steel Sheet Pile Wall and Drainage Pipe Penetration

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PHOTOGRAPHS



Photo 11 –Typical Settlement behind Concrete Seawall



Photo 12 – Typical Voids/Undermining behind Concrete Seawall

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PHOTOGRAPHS



Photo 13 – Typical Open Weephole for Concrete Seawall



Photo 14 – Typical Heavy Section Loss on Steel Channel Supports for Concrete Seawall

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PHOTOGRAPHS



Photo 15 – Typical Heavy Section Loss on Steel Channel Supports for Concrete Seawall



Photo 16 – Typical Heavy Section Loss on Steel Channel Supports for Concrete Seawall

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PHOTOGRAPHS



Photo 17 – Local Scour at Drainage Pipe Penetration in Steel Sheet Pile Wall



Photo 18 – Local Scour at Steel Sheet Pile Wall Extension

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PHOTOGRAPHS



Photo 19 – Typical Condition of Steel Sheet Pile Wall



Photo 20 – Area of Maximum Section Loss for Steel Sheet Pile Wall

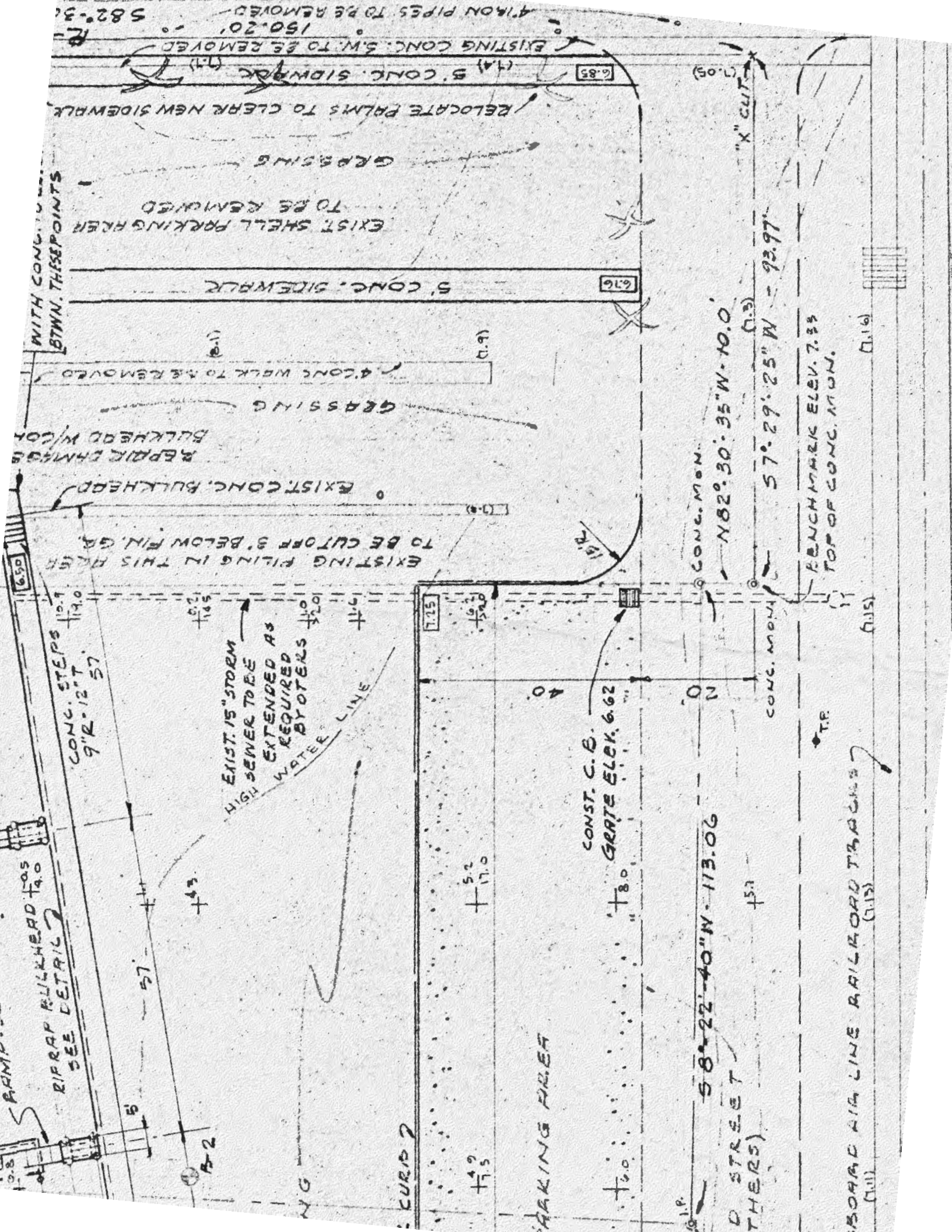
Inspection Dates: 8/7/2018 to 8/8/2018

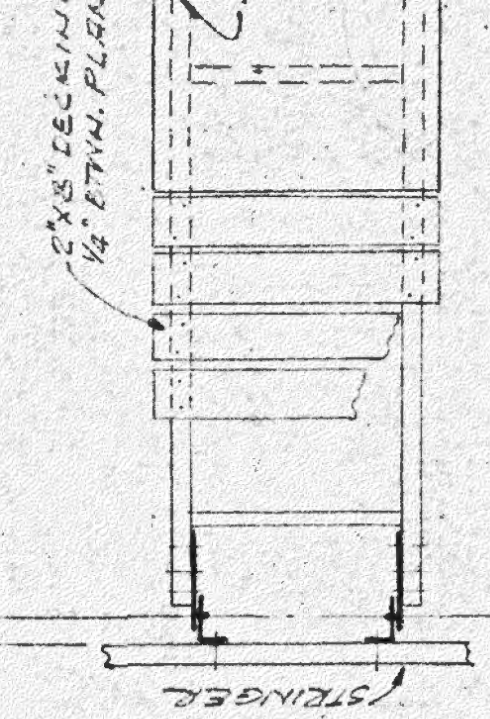
PHOTOGRAPHS



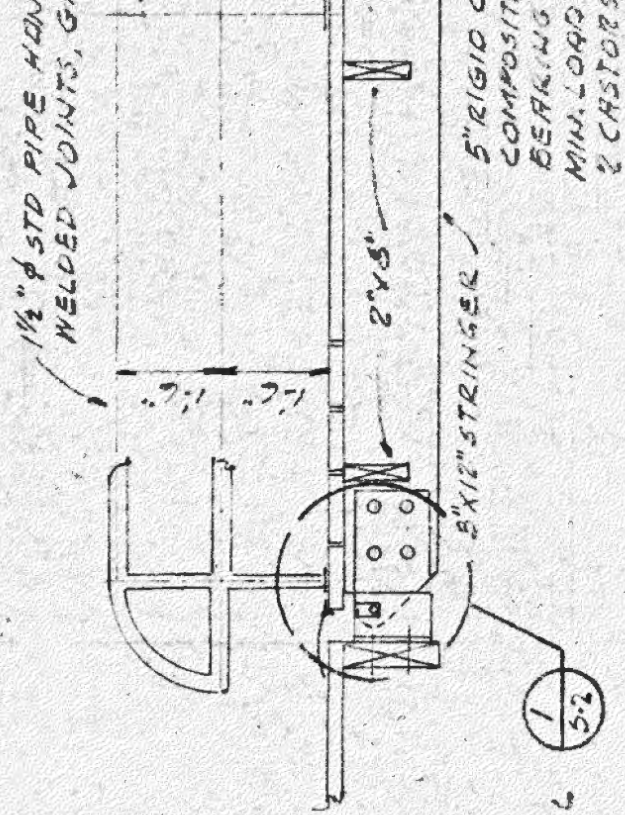
Photo 21 – Typical Partially Sealed Pre-drilled Holes in Steel Sheet Pile Wall

Existing Plans

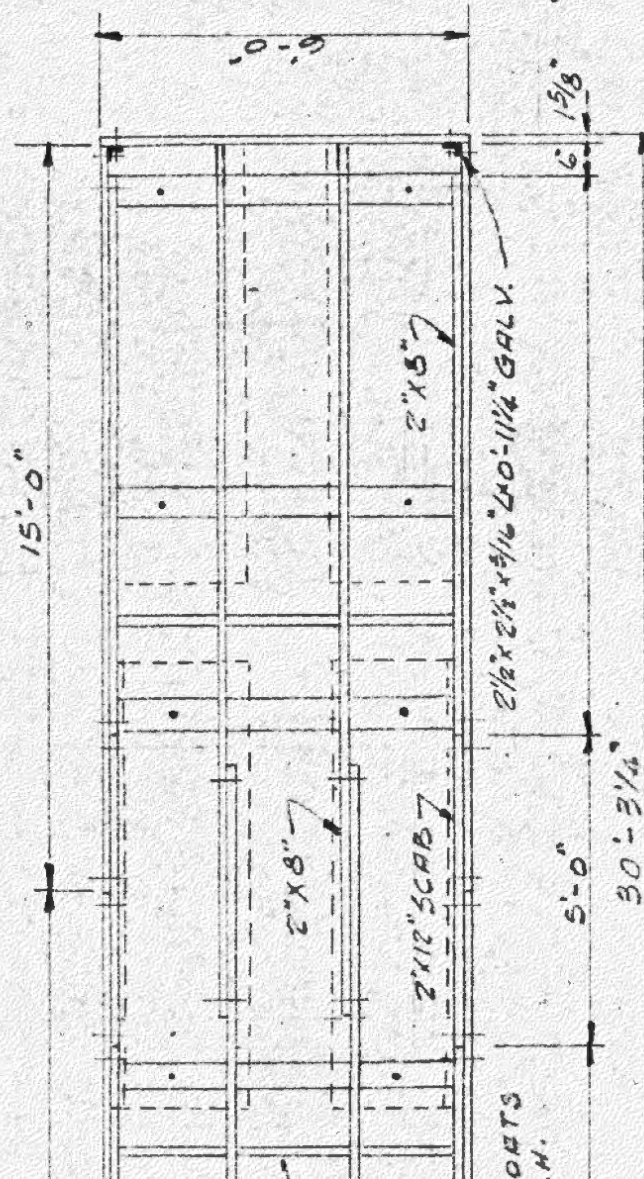




PLAN - HINGE NOT TO



SECT NOT



NOTE: 2" X 8" DECKING NOT SHOWN

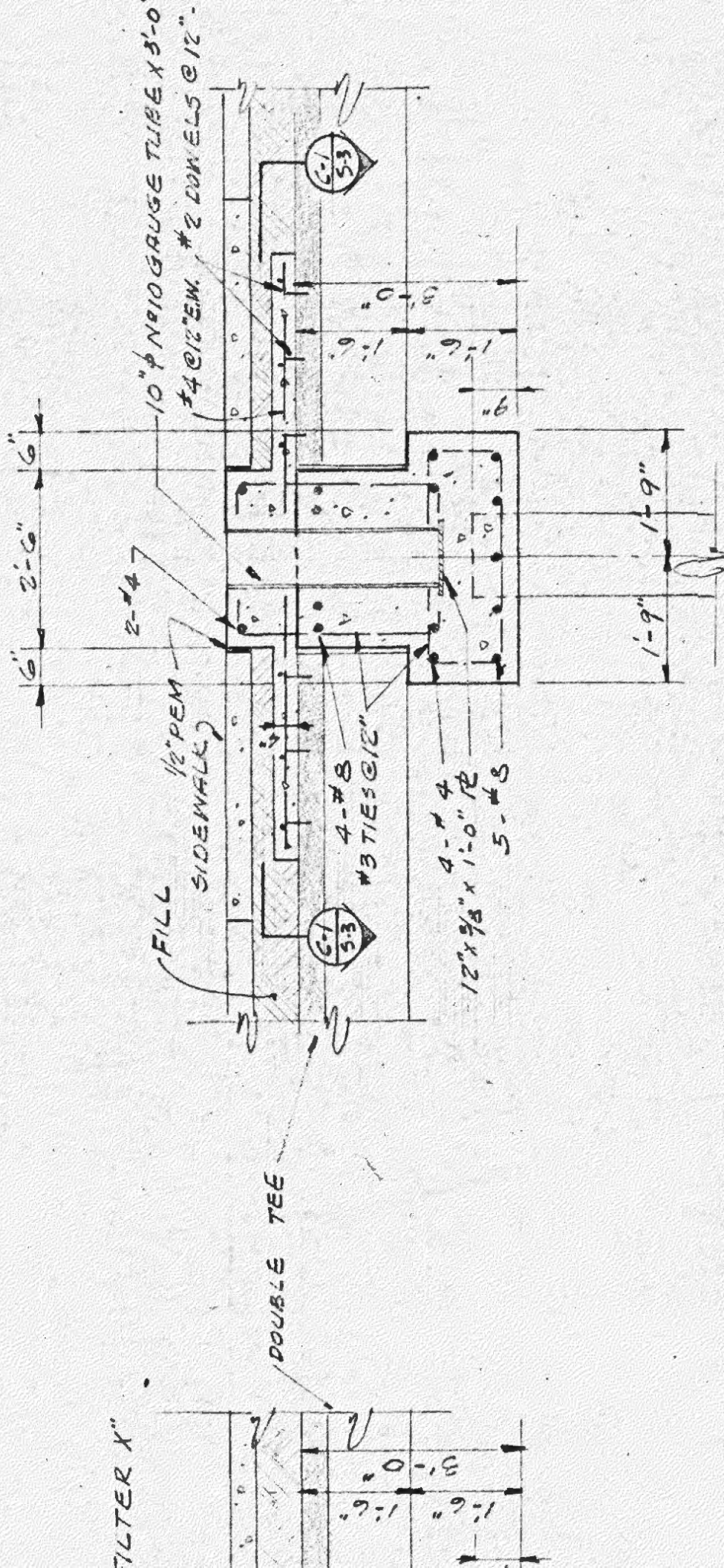
P L A N

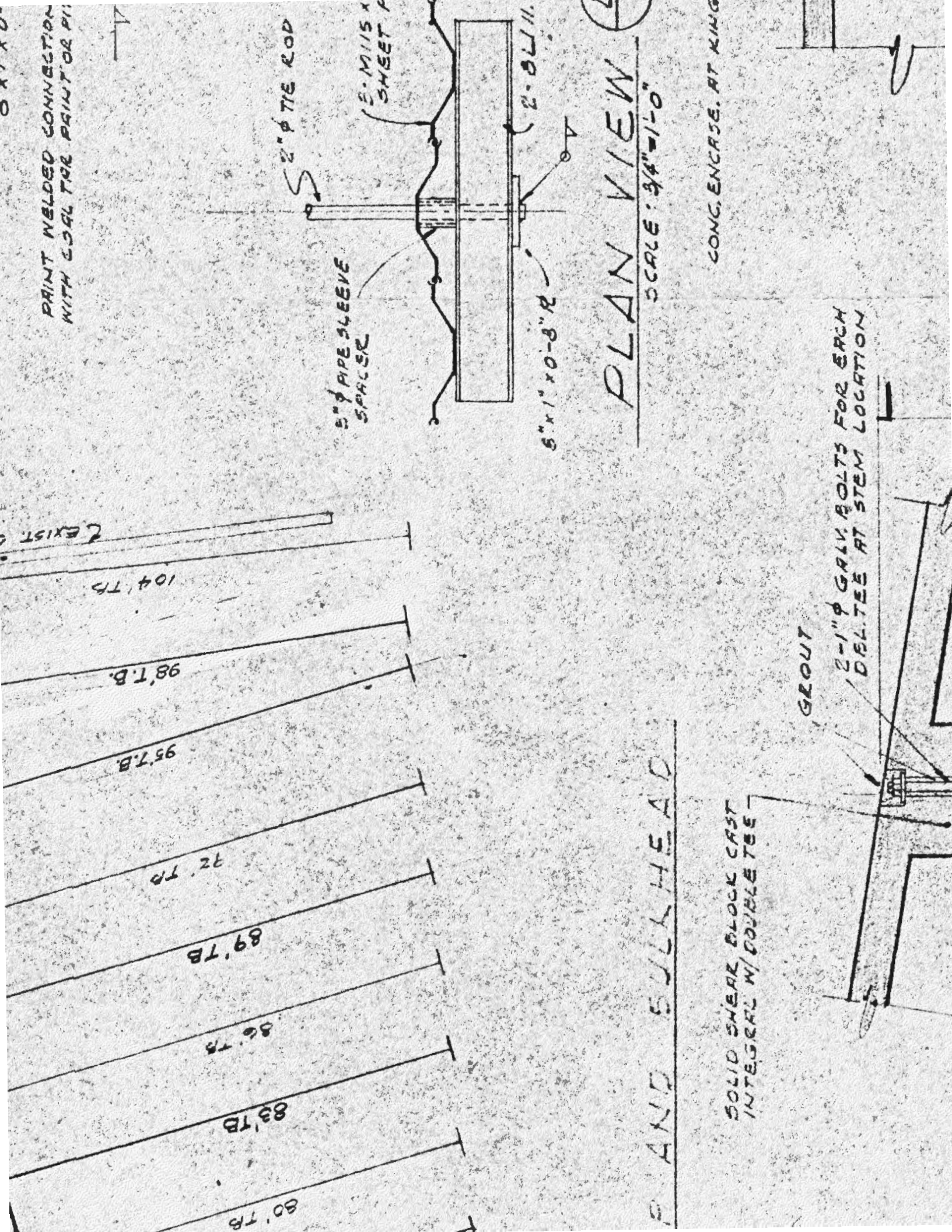
SIDEWALK OMITTED FOR CLARITY

C-1
53

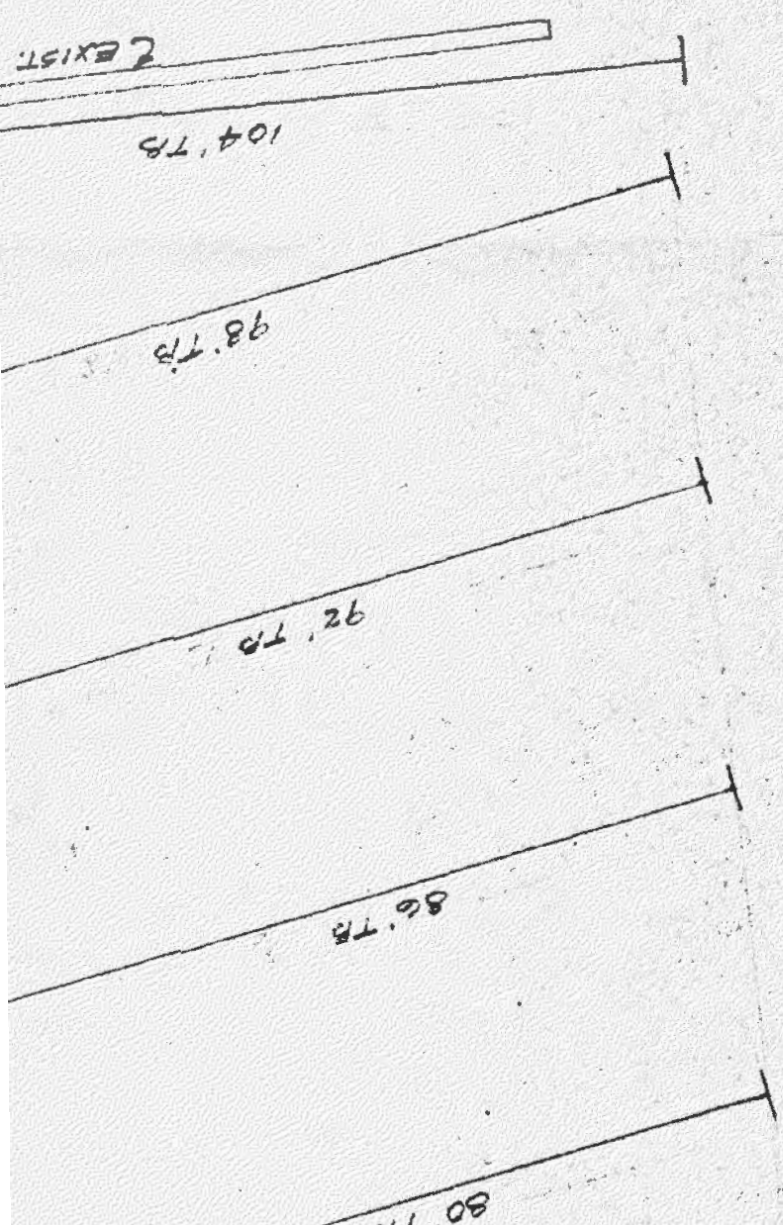
PLAN VIEW

SCALE 1/2" = 1'-0"





PAINT WELDED CONNECTION
WITH COAL TAR PRIMER OR PITCH



PLAN VIEW

SCALE: 3/4" = 1'-0"

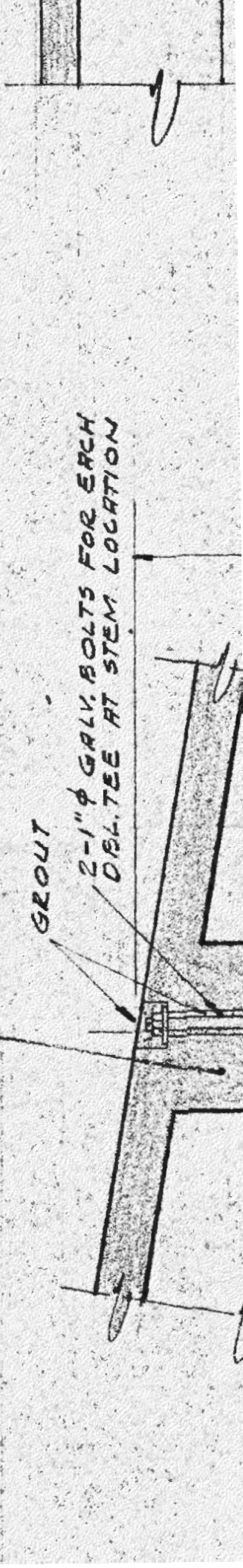
CONC. ENCASE. AT KING

AND BULKHEAD

SOLID SHEAR BLOCK CAST
INTEGRAL W/ DOUBLE TEE

GROUT

2-1" ϕ GALV. BOLTS FOR EACH
DOUBLE TEE AT STEM LOCATION



8"x1"x0"

PAINT WELDED CONNECTION
WITH COAL TARE PRINT OR PIR

4

2" ϕ TIE ROD

3" ϕ PIPE SLEEVE
SPACER

2-MILS X
SHEET P

8"x1"x0-8" R

2-8 L11.2

PLAN VIEW

SCALE: 3/4"=1'-0"

CONC. ENCASE. AT KING

EXIST C

104' TB

98' T.B.

95' T.B.

92' TB

89' TB

86' TB

83' TB

80' TB

AND BULKHEAD

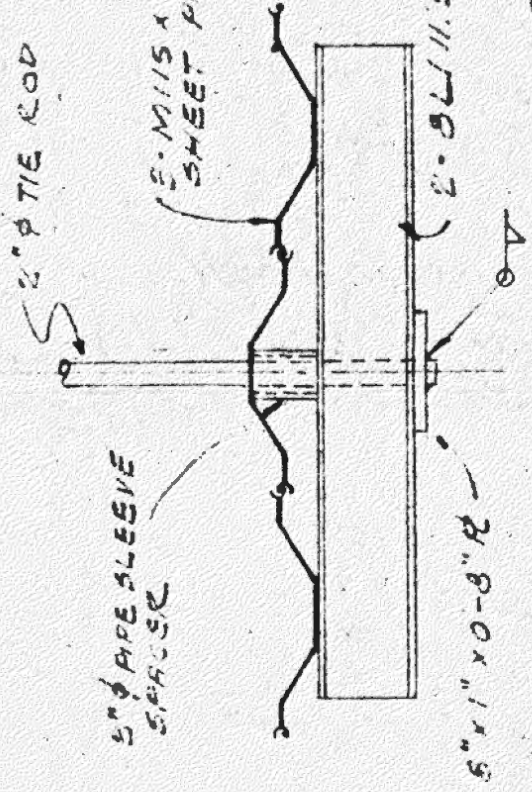
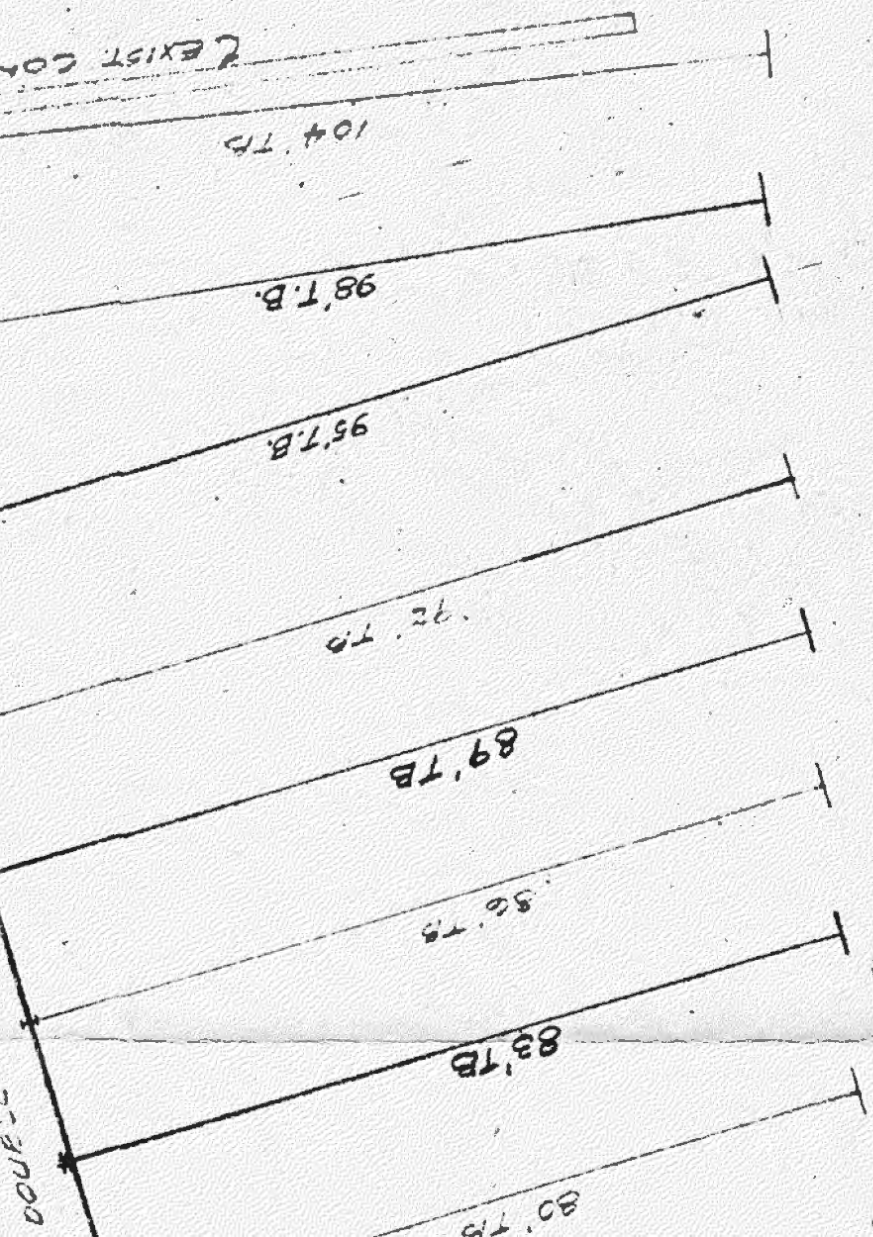
SOLID SHEAR BLOCK CAST
INTEGRAL W/ DOUBLE TEE

GROUT

2-1" ϕ GALV. BOLTS FOR EACH
DELT. TEE AT STEM LOCATION

2-8" x 11" x 0'-5"

PRINT WELDED CONNECTION WITH COAL TON PRINTER OR PIR



PLAN VIEW
SCALE: 3/4" = 1'-0"

CONC. ENCASE. AT KING

AND BULKHEAD

SOLID SHEAR BLOCK CAST INTEGRAL W/ COUPLER

GROUT

2-1" ϕ GALV. BOLTS FOR EACH DEL. TEE AT STEM LOCATION

STRAND PATTERN

SECTION C
SCALE: 1/4" = 1'-0"

C
5-A

SEAWATER PIER

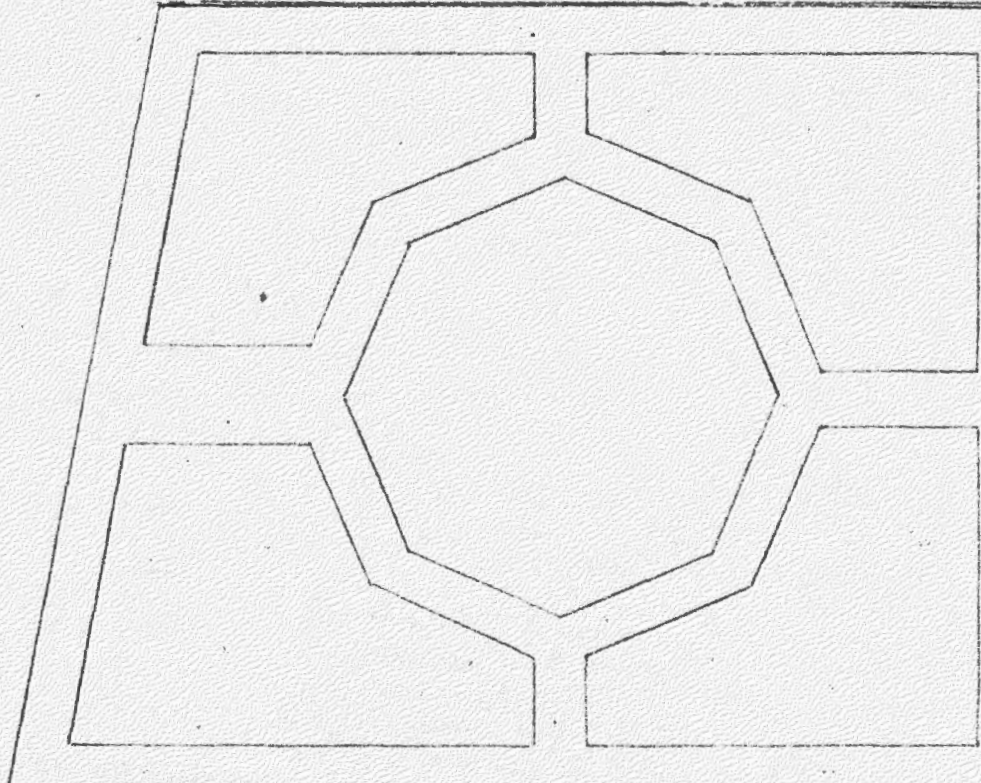
RAMP

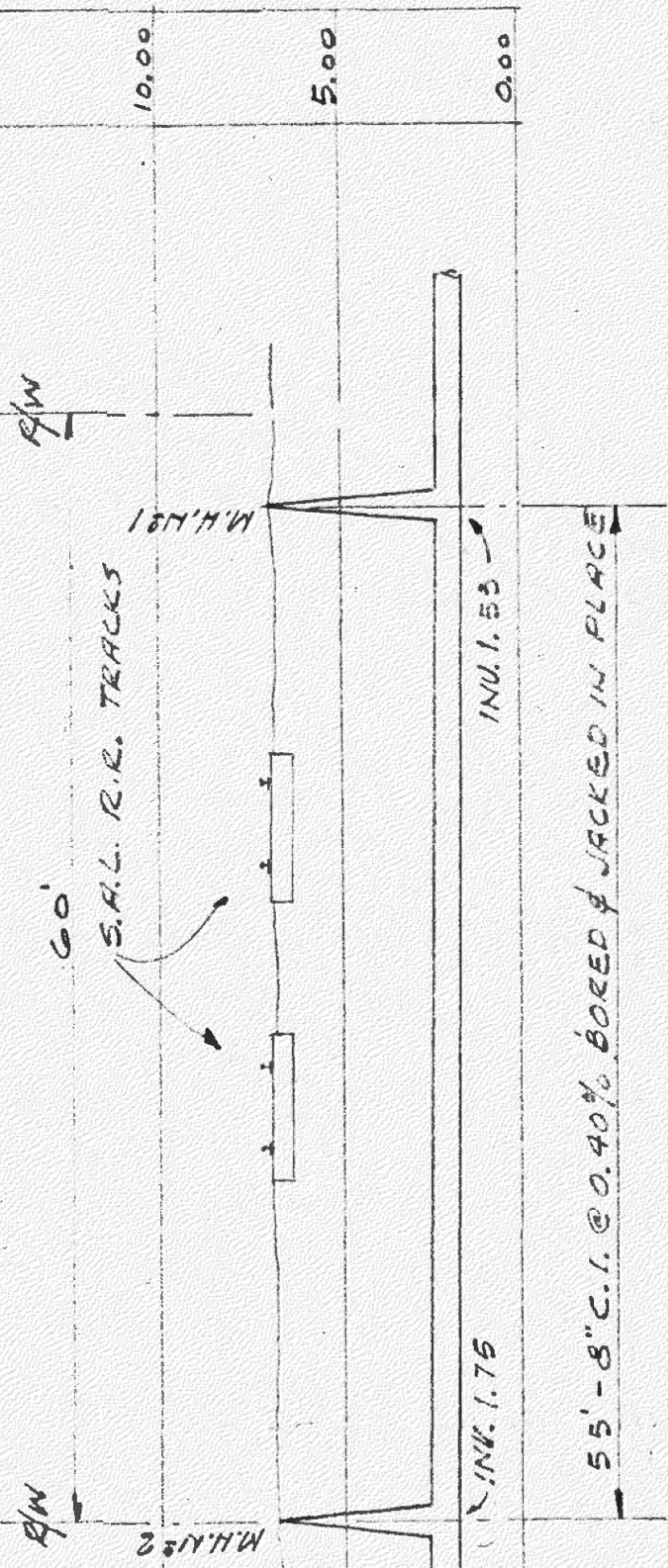
FLOATING DOCK

FLOATING DOCK

57'

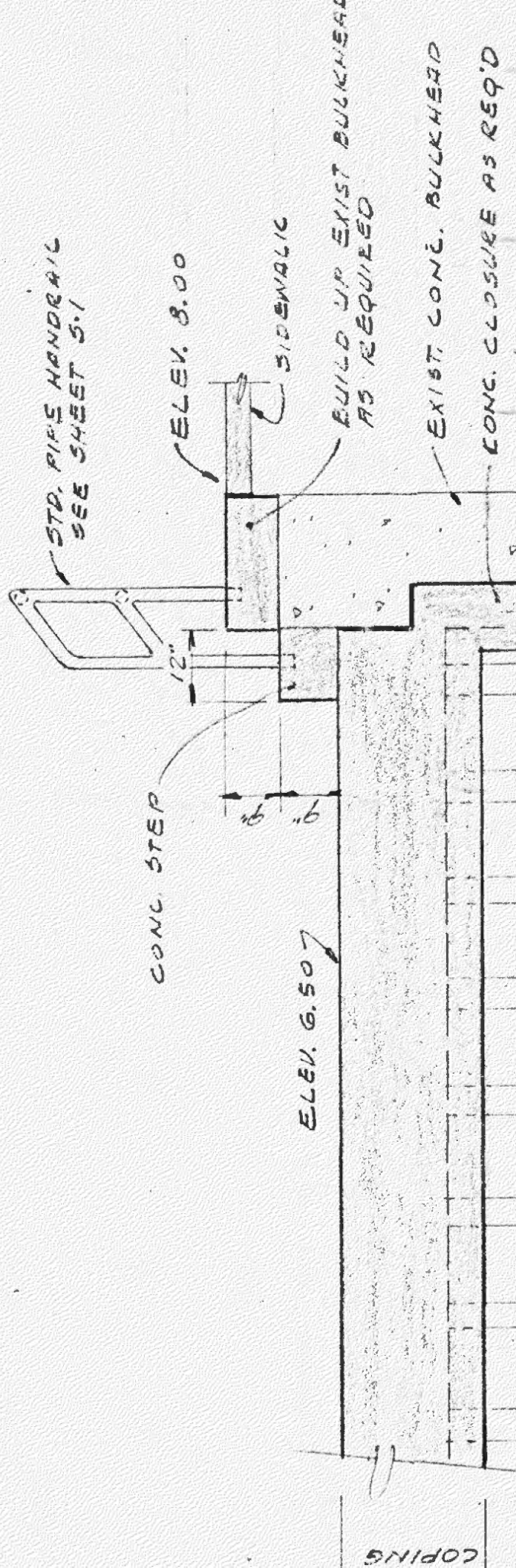
NOTE



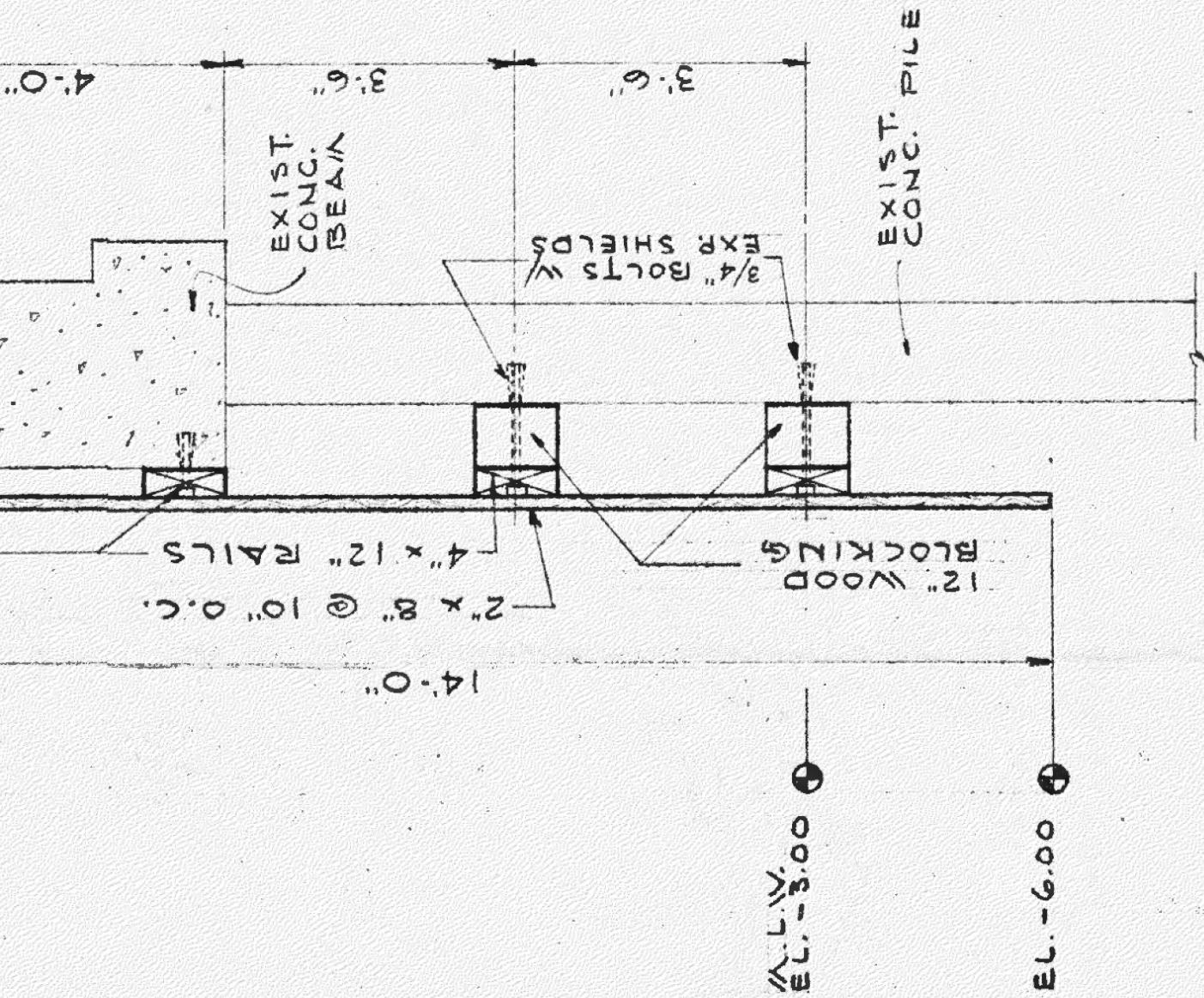


SECTION AT RAILROAD

SCALE: HOR. 1" = 10' VER. 1" = 5'



COPING



TYPICAL SECTION
 SCALE: 1/2" = 1'-0"

ELEV. +3.00 HIGH TIDE

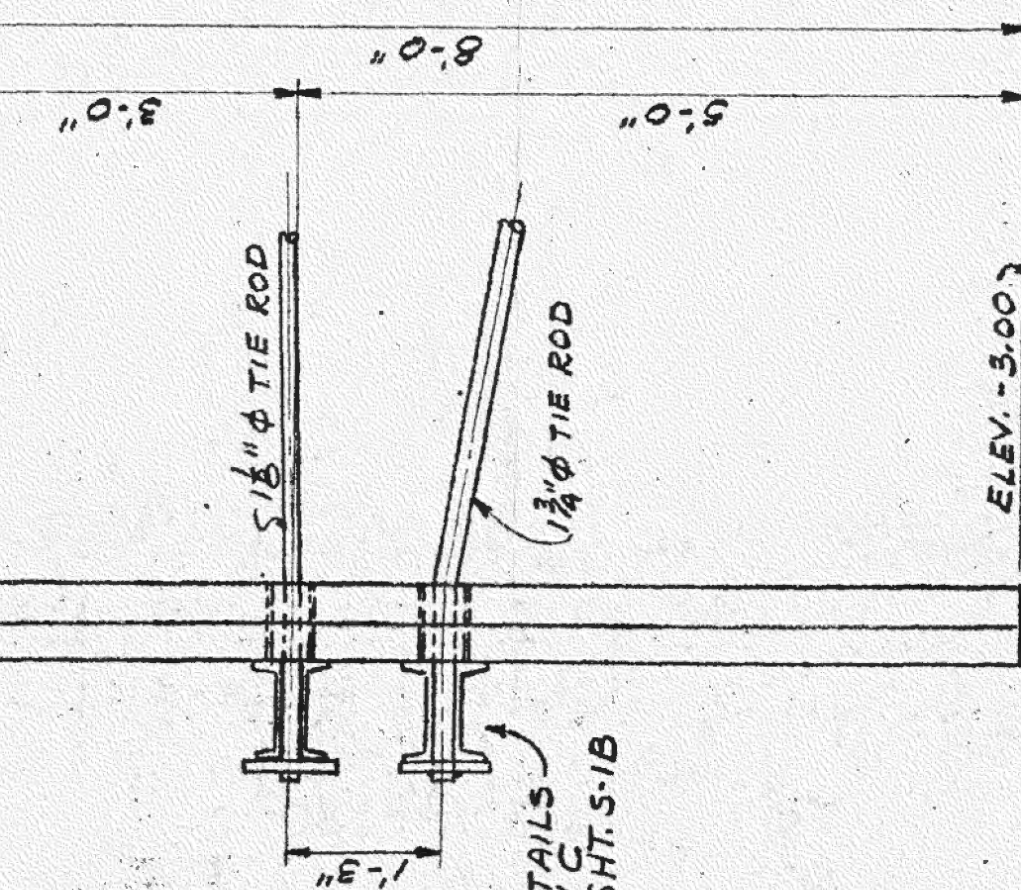
ELEV. -3.00 LOW TIDE

ELEV. -4.00

ELEV. -5.00

ATING DOCK





NOTE: TIE ROD ANCHOR DETAILS
SIMILAR TO SECTION C
AND PLAN VIEW D SHT. S-1B

TIE BACK SIMILAR TO PLAN

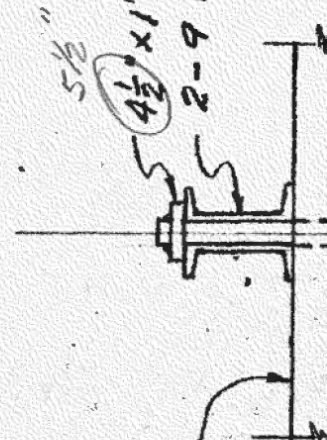
⊙ SHEET S-1B

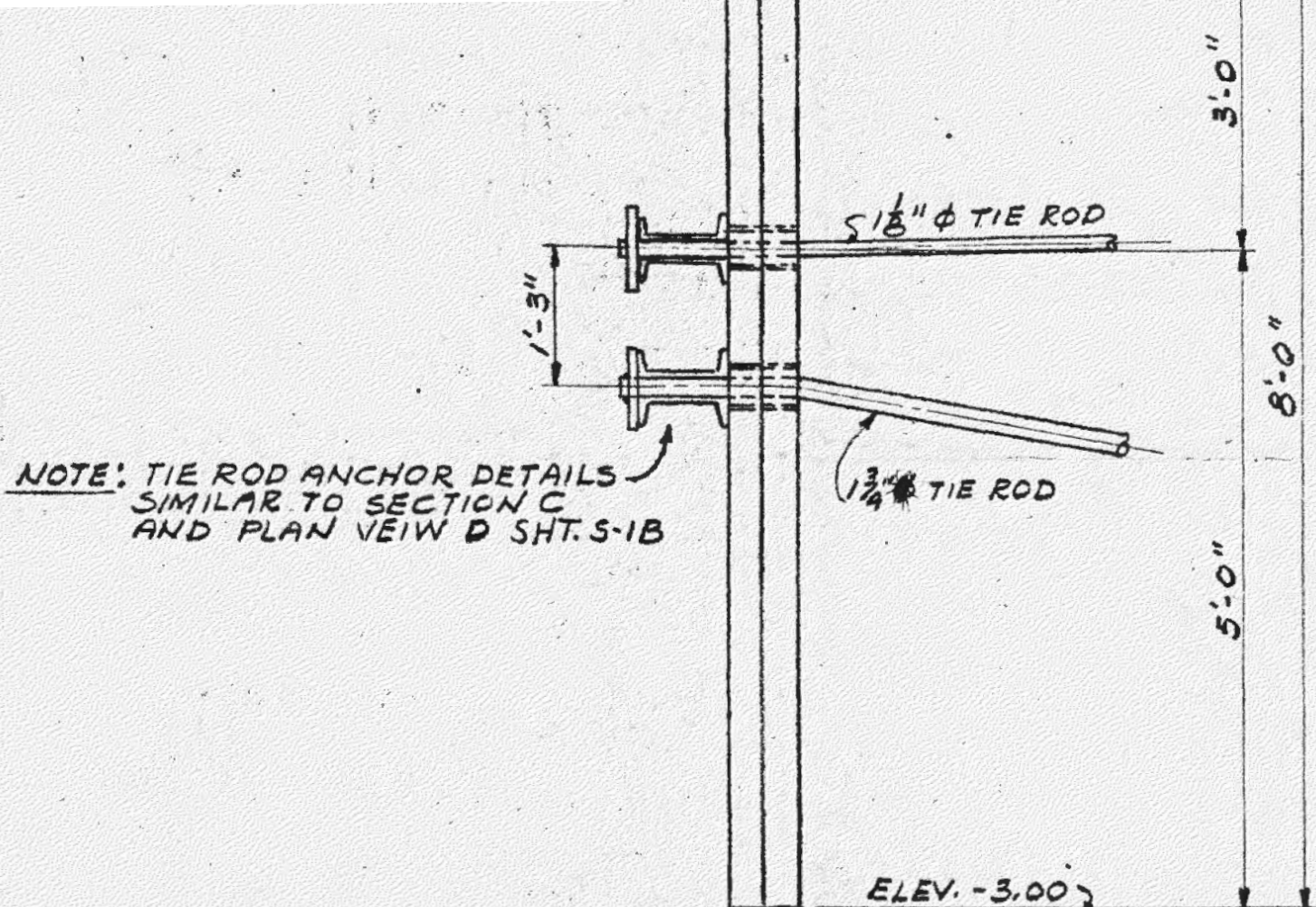
SECTION
SCALE 3/4"

5 1/8" x 1" x 0'-8" R

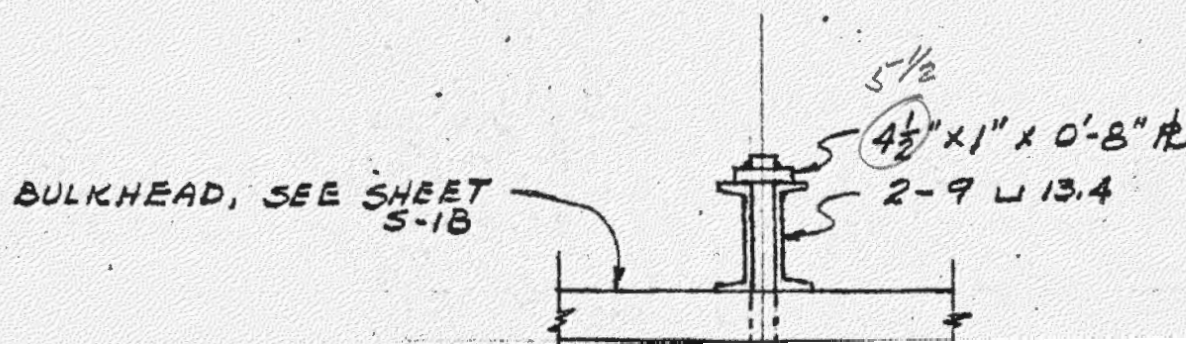
2-9 L 13.4

BULKHEAD, SEE SHEET
S-1B





TIE BACK SIMILAR TO PLAN
 (D) SHEET S-1B



1876CP2

CONC. SIDEWALK

CONC. SIDEWALK

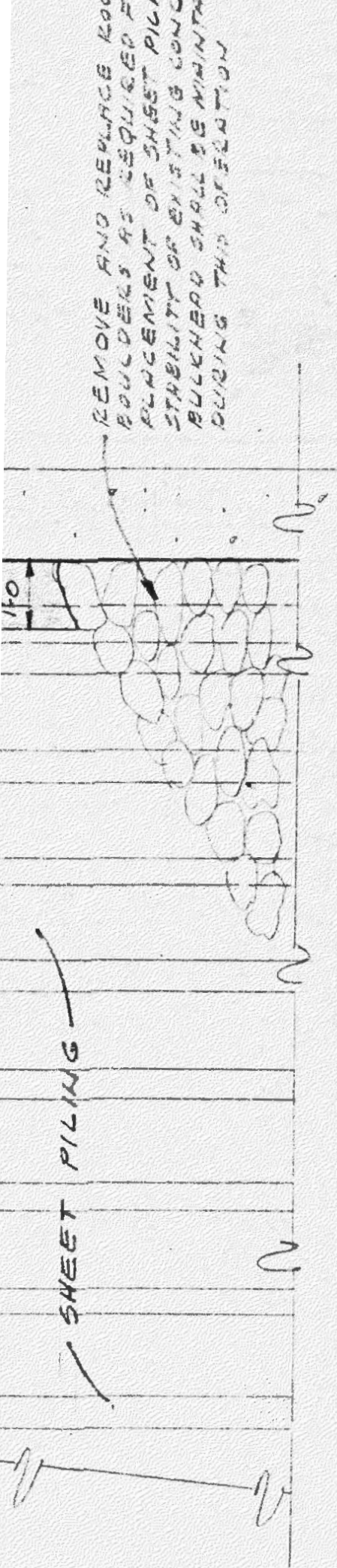
EXIST. CONC. BULKHEAD



FIXED DOCKS

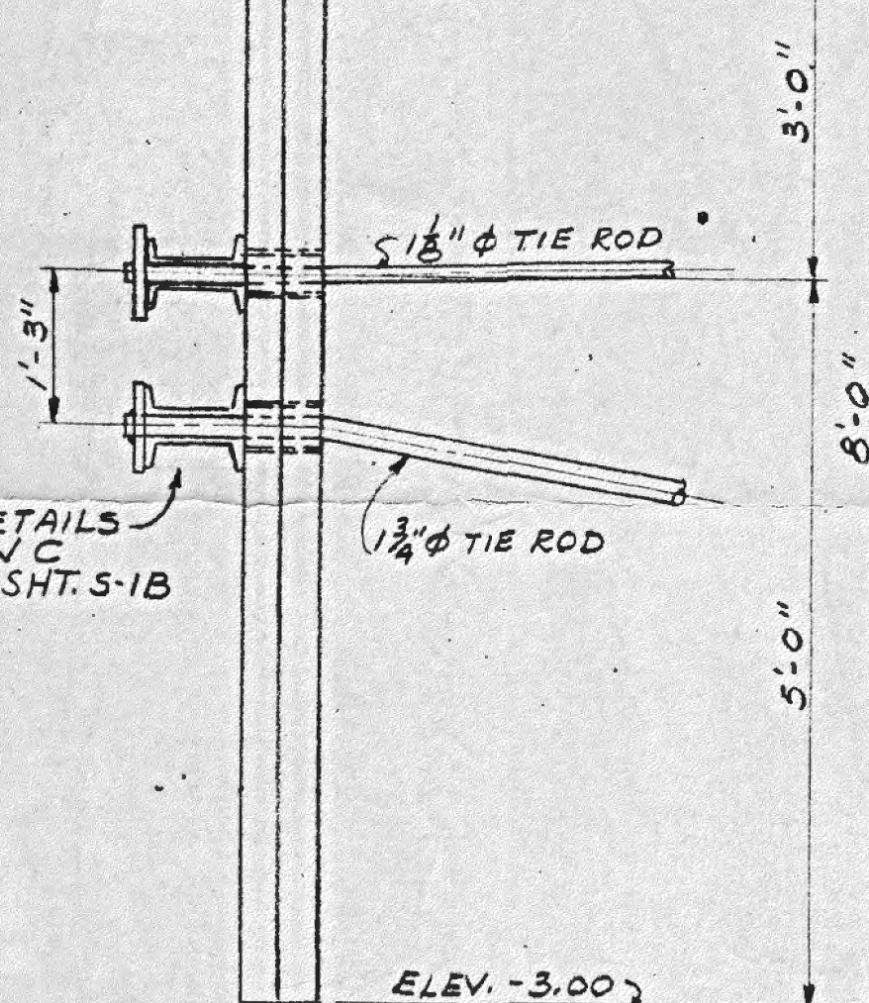
BEKING AREA





$\frac{B}{5'4"} \quad \frac{17'4}{5'4"}$

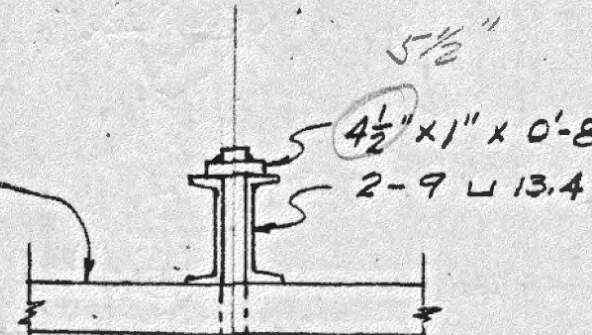
SECTION
 SCALE: 1/2" = 1'-0"



NOTE: TIE ROD ANCHOR DETAILS
SIMILAR TO SECTION C
AND PLAN VIEW D SHT. S-1B

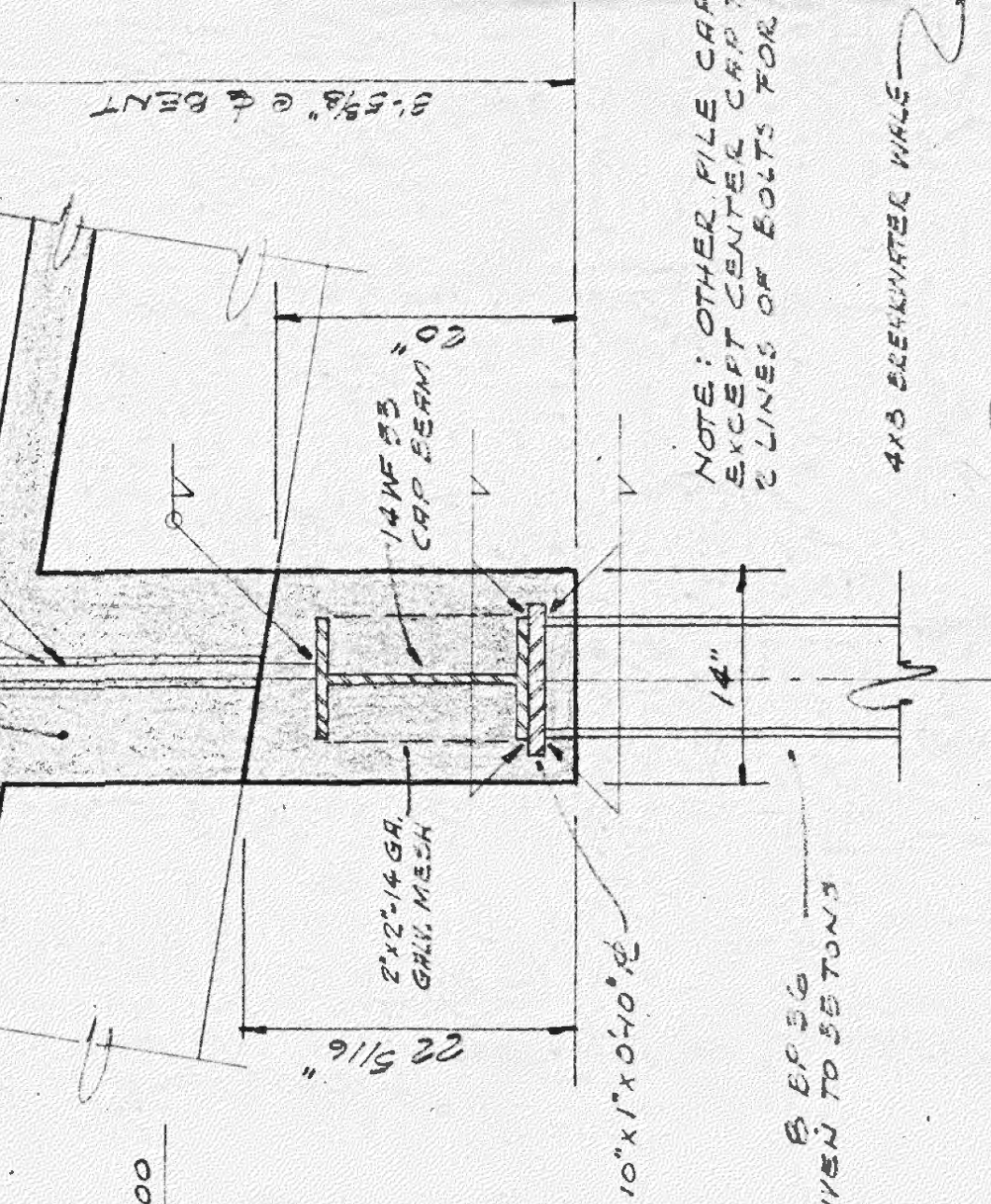
TIE BACK SIMILAR TO PLAN
 SHEET S-1B

BULKHEAD, SEE SHEET
S-1B



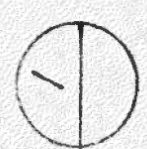
INSERT ROD TO CLOSE
7" X 10" SOLID
BLOCKS AT END
INTEGRAL WITH

3'-5 7/8" @ 4 BENT

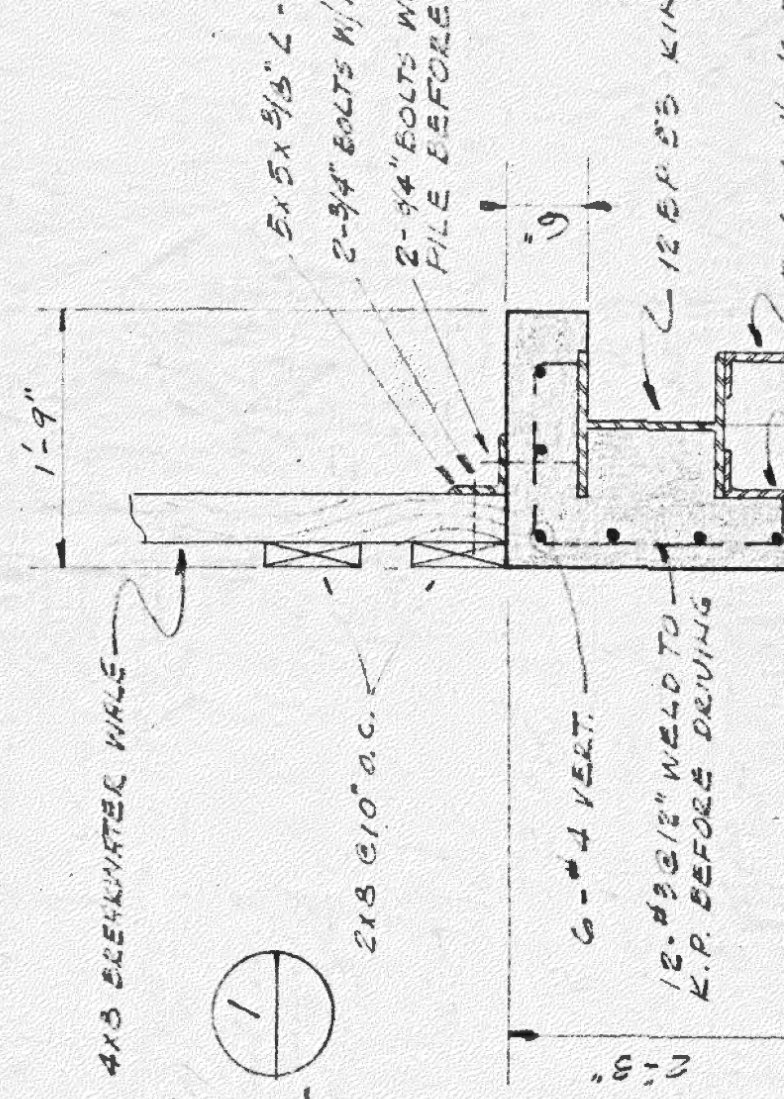


NOTE: OTHER PILE CAPS SIMILAR
EXCEPT CENTER CAP TO HAVE
2 LINES OF BOLTS FOR TEE ANCHORAGE

3 EP 56
DRIVEN TO 55 TONS



DETAIL
SCALE: 1"=1'-0"



2 x 8 DECKING W/ 1/4\" JOINTS.
2-16\" GALV NAILS PER PLANK

18\" SINGLE TEE W/ 4\" FLANGE

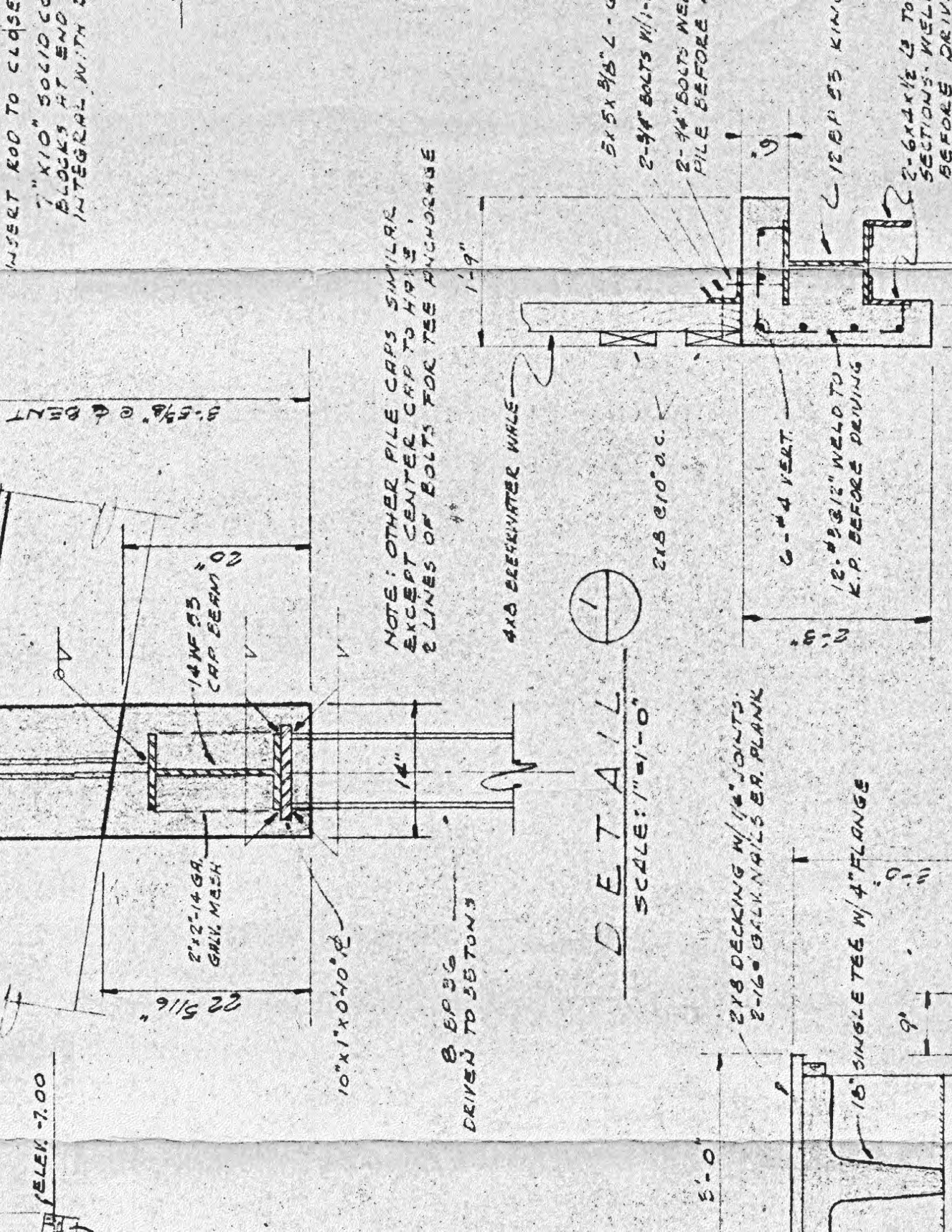
ELEV. -7.00

3'-0"

6-#4 VERT.

12-#3 @ 12\" WELD TO
K.P. BEFORE DRIVING

12 EP 56 KIN



ELEV. +3.00 HIGH TIDE

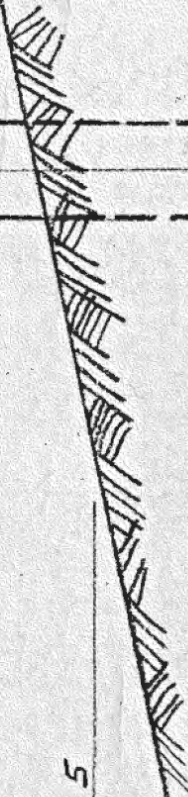
ELEV. -3.00 LOW TIDE

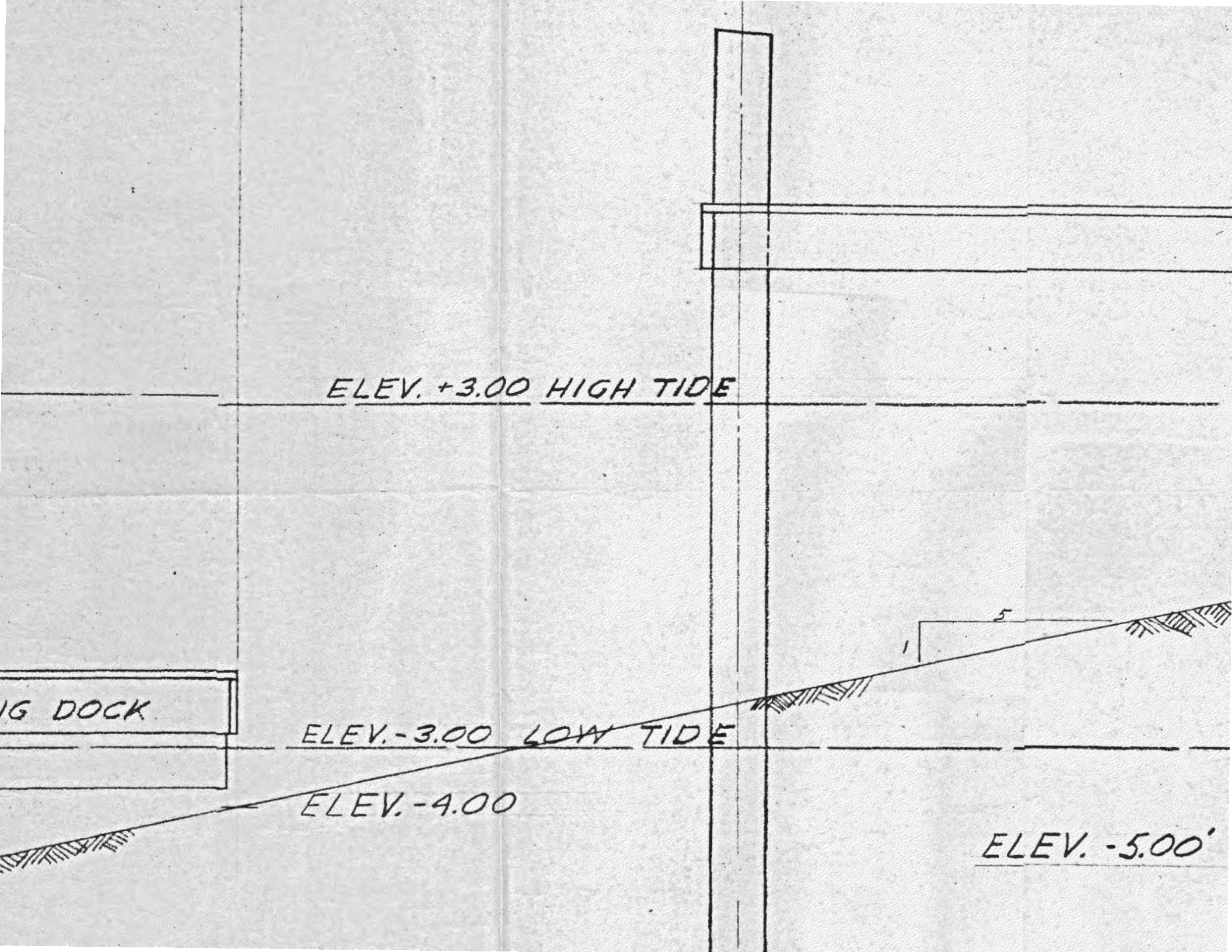
FLOATING DOCK

ELEV

5

1





A hand-drawn technical sketch on graph paper showing a cross-section of a dock structure. A vertical line represents the dock wall, with a horizontal line at the top. To the left, a rectangular structure is labeled 'IG DOCK'. Two horizontal lines represent tide levels: the upper one is labeled 'ELEV. +3.00 HIGH TIDE' and the lower one is labeled 'ELEV. -3.00 LOW TIDE'. A diagonal line representing a slope or seabed starts from the bottom left, passes through the 'LOW TIDE' line, and continues upwards to the right. A point on this slope is labeled 'ELEV. -4.00'. Further up the slope, a small right-angled triangle is drawn with a vertical side of length 1 and a horizontal side of length 5, indicating a 1:5 slope. The bottom right corner of the drawing is labeled 'ELEV. -5.00'.

ELEV. +3.00 HIGH TIDE

IG DOCK

ELEV. -3.00 LOW TIDE

ELEV. -4.00

ELEV. -5.00'

INSERT ROD TO CLOS
7" X 10" SOLID
BLOCKS AT END
INTEGRAL WITH

3'-5 7/8" @ 6 BENT

14 WF 55
CAP BEAM

2' x 2' - 14 GA.
GALV. MESH

22 5/16"

10" x 1" x 40" ϕ

NOTE: OTHER PILE CAPS SIMILAR
EXCEPT CENTER CAP TO HAVE
2 LINES OF BOLTS FOR TEE ANCHORAGE

8 BP 36
DRIVEN TO 35 TONS

14"

1'-9"

4 X 8 BREAKWATER WALE



DETAIL
SCALE: 1" = 1'-0"

5 X 5 X 3/8" L

2-3/4" BOLTS W/1

2-3/4" BOLTS W/1
PILE BEFORE

2 X 8 DECKING W/ 1/2" JOINTS
2-16" GALV. NAILS BR. PLANK

6-#4 VERT.

18" SINGLE TEE W/ 4" FLANGE

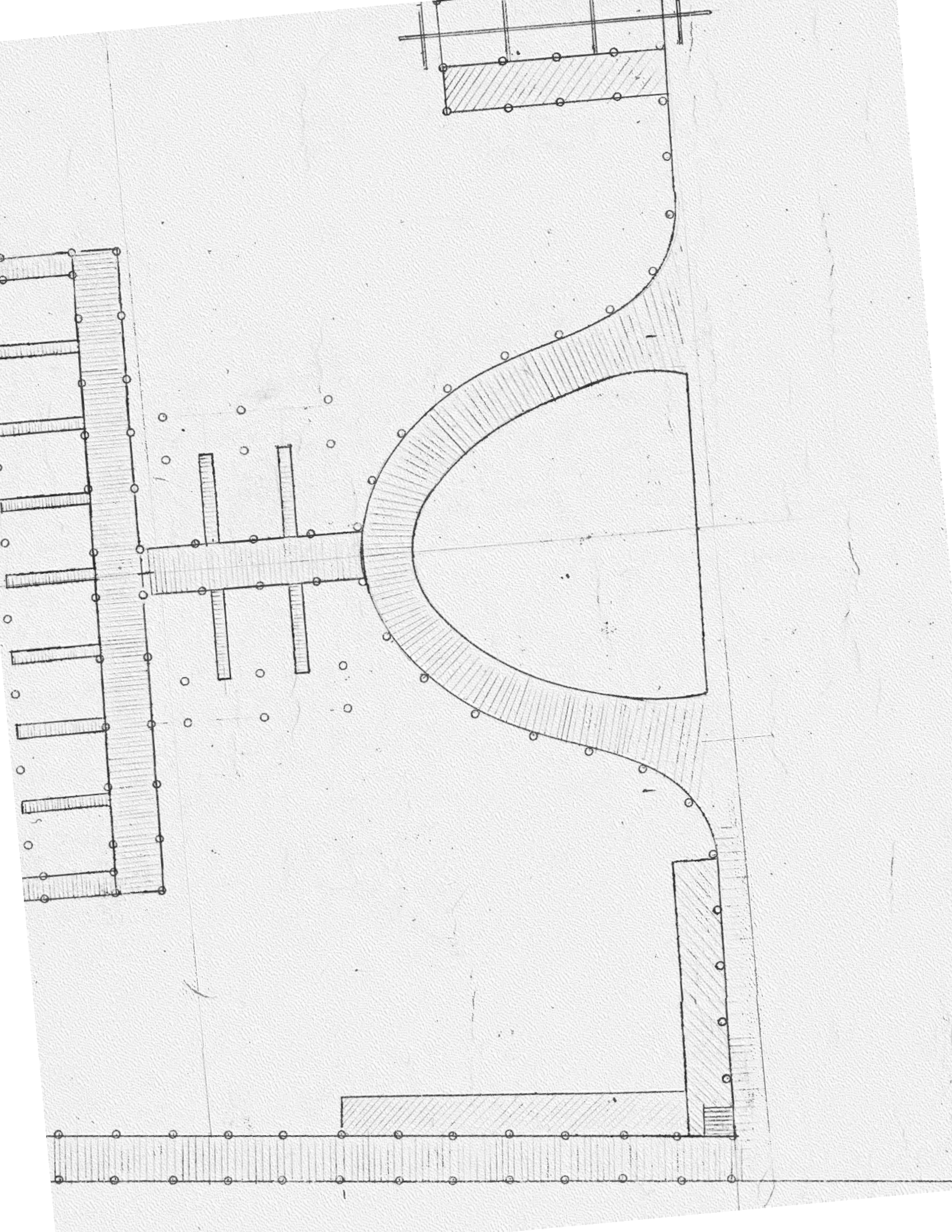
12-#3 @ 12" WELD TO
K.P. BEFORE DRIVING

12 BP 35 KIN

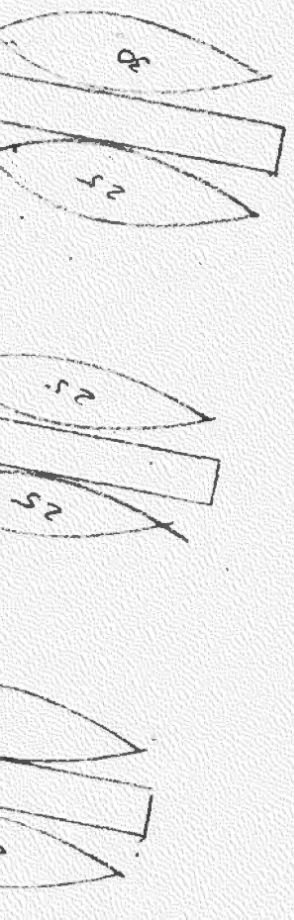
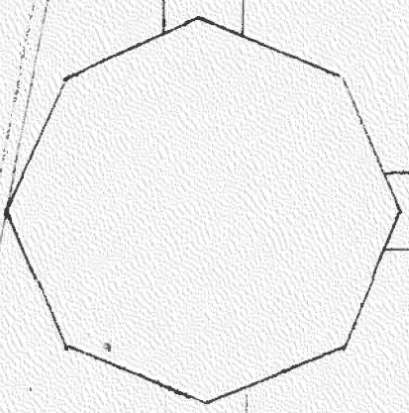
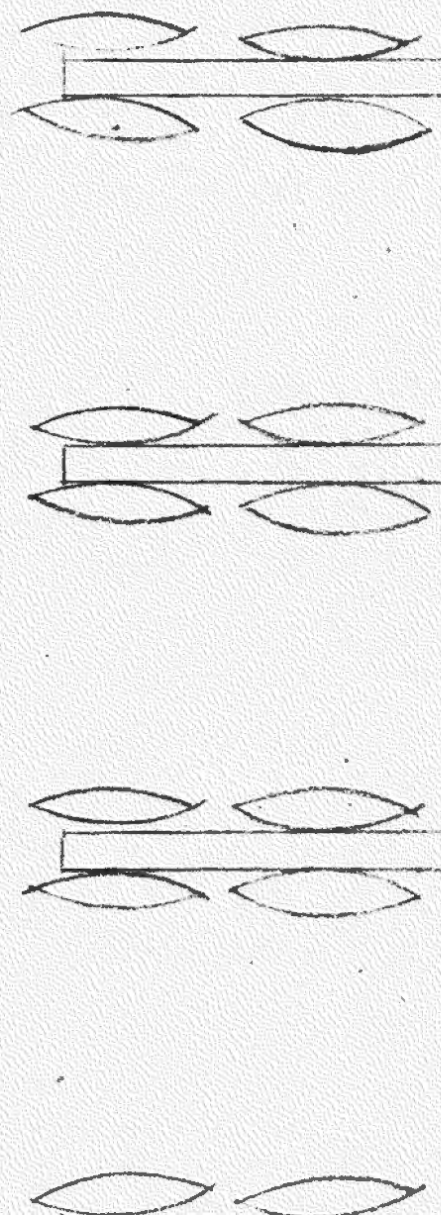
ELEV. -7.00

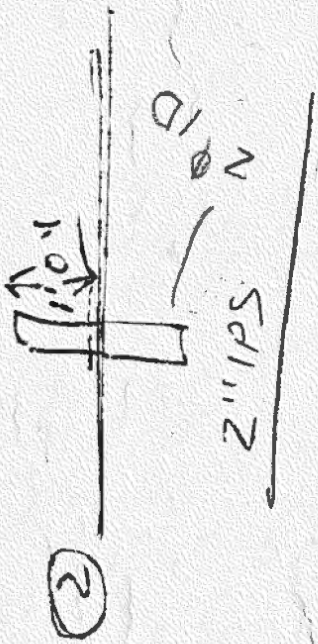
3'-0"

287.78

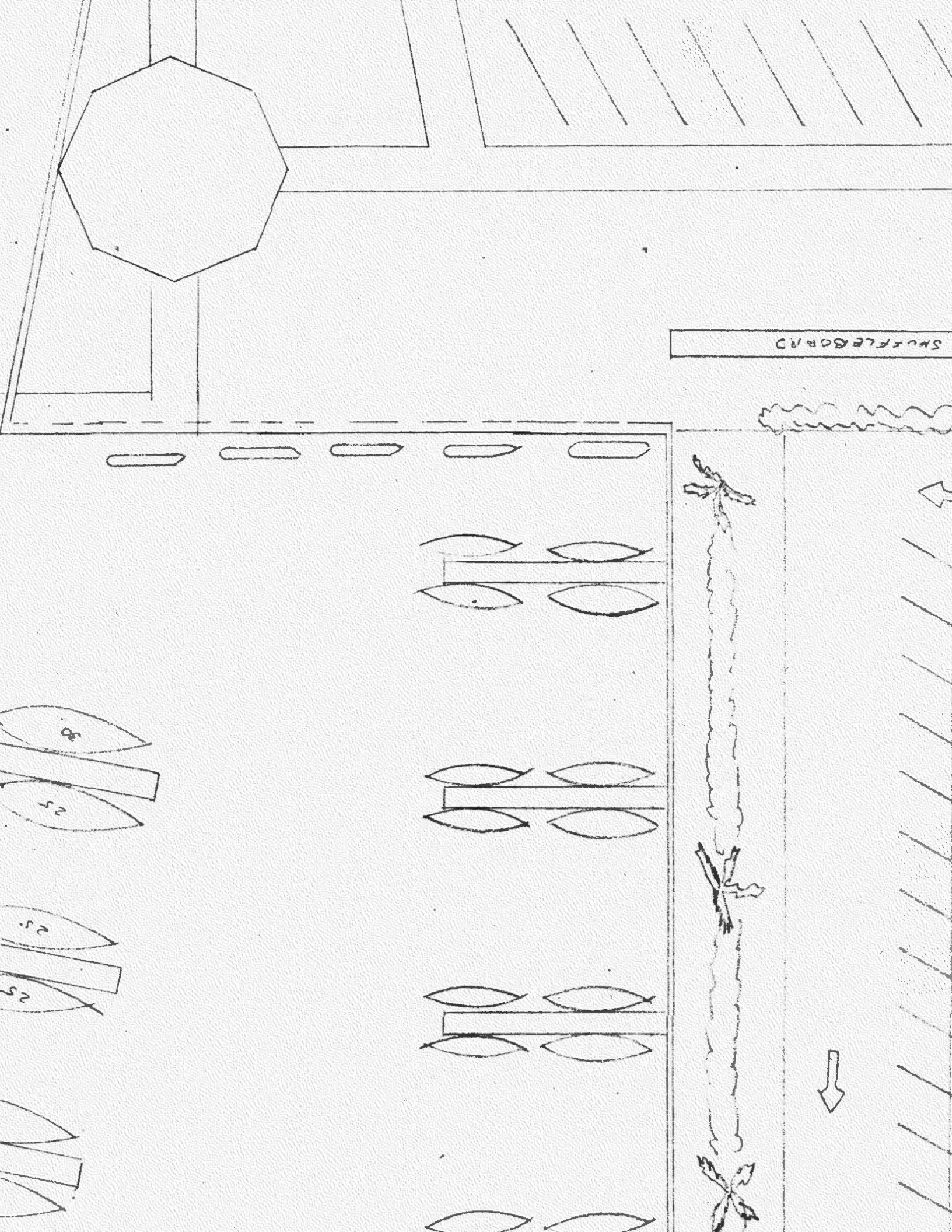


SHUFFLE BOARD





SHUFFLEBOARD



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-160
Budget Amendments - Capital Improvement Fund / Capital Expansion Fund

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-160.

SYNOPSIS: When the Fiscal Year 2018/2019 budget was prepared, it was anticipated that the planters would be installed in the downtown area in FY 2017/2018 using funds in the Main Street Improvement account. However, the project was not completed in Fiscal Year 2017/2018, as expected.

An amendment to the budget is needed to reallocate the expenses associated with the Main Street Improvement. Staff recommends amending the budget by increasing the Capital Improvement Fund Main Street Improvements account 3004100 56368 by \$4,329, and the Capital Expansion Fund Operating Supplies account 3107200 55200 by \$6,000. The transfers will be made from the respective Reserve accounts, 3001000 59990 and 3101000 59990.

FISCAL IMPACT: Funds are available for transfer in the aforementioned accounts.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-160.

Nan Voit, Parks & Recreation Director	10/03/2018
Dale Martin, City Manager	10/26/2018
Pauline Testagrose, Comptroller	10/26/2018
Tammi E. Bach, City Attorney	10/29/2018

Date: October 03, 2018

Submitted By: Nan Voit, Parks & Recreation Director

COMMISSION ACTION: Adopt

RESOLUTION 2018-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019; 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, when the Fiscal Year 2018/2019 budget was prepared, it was anticipated that the Main Street Improvement expenses would be completed in Fiscal Year 2017/2018; and

WHEREAS, the Main Street Improvement projects were not completed in Fiscal Year 2017/2018; and

WHEREAS, an amendment to the budget is needed to reallocate the expenses associated with the Main Street Improvement; and

WHEREAS, staff recommends amending the budget by increasing the Capital Improvement Fund Main Street Improvements account 3004100 56368 by \$4,329, and the Capital Expansion Fund Operating Supplies account 3107200 55200 by \$6,000. The transfers will be made from the respective Reserve accounts, 3001000 59990 and 3101000 59990.

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 budget by transferring \$4,329 to the Capital Improvements Fund Main Street Improvements account, 3004100 56368, and \$6,000 to the Capital Expansion Fund Operating Supplies account, 3107200 55200. The transfers will be made from the respective Reserve accounts, 300 59990 and 310 59990.

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

ADOPTED this 7th day of November, 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 2018-161
Budget Amendments - Various Departments

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-161.

SYNOPSIS: The attached Resolution approves transfers within departmental accounts due to higher than anticipated expenses. Amendments are needed to keep all expenditure lines within the budgeted amounts.

FISCAL IMPACT: Transfers are within respective Departments/Funds.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-161.

Nicole Bednar, Administrative Services Manager 10/23/2018

Dale Martin, City Manager 10/26/2018

Tammi E. Bach, City Attorney 10/29/2018

Date: October 15, 2018

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2018-161

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

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

WHEREAS, City staff has identified several areas needing additional funds for Fiscal Year 2017/2018; and

WHEREAS, ten budget amendments are needed to ensure expenditures do not exceed the budget on a line-by-line basis for fiscal year ending September 30, 2018.

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

SECTION 1. The City Commission hereby approves the following budget amendments:

- a. Planning, a transfer of \$2,697 from Professional Services account, 0011500 53100, to the Operating Supplies account, 0011500 55200, for expenses higher than anticipated for the office remodel.
- b. Fleet Maintenance, a transfer of \$7,000 from Part-Time account, 0011930 51350, and \$2,435 from Overtime account, 0011930 51400, to Salaries account, 0011930 51200 for \$9,435 for higher than anticipated expenses.
- c. Building, a transfer of \$25 from Salaries account, 0012400 51200, to Professional Services account, 0012400 53100 for higher than anticipated expenses for an interim Building Official.
- d. Streets, a transfer of \$10,233 from Contractual account, 0014100 53400, to Utilities Electric account, 0014100 54300, for \$10,222 higher than anticipated electric expenses and to Retirement account, 0014100 52200, for \$11 for higher than anticipated expense.
- e. Parks and Rec, a transfer of \$18,480 from the Recreation Part-time account, 0017200 51350, to the Youth Program Salaries account, 0017230 51200, in the amount of \$1,740 and to the Youth Program Part-time account, 0017230 51350, in the amount of \$16,740 to properly fund the Youth Program.
- f. Capital Improvement, a transfer of \$3,320 from the Parks Improvement account, 3007210 56300, to Software account, 3001000 56410, for \$2,520 and Dredging account, 3007200 56328, for \$800 to cover the cost of expenses due to accelerated project timelines.
- g. Airport, a transfer of \$3,600 from the Contractual account, 420 53400, to the Utilities Electric account, 420 54300, for 2,862 and to the Utilities – Water & Wastewater account, 420 54310, for \$738 for utility expenses higher than anticipated.
- h. Wastewater, a transfer of \$7,325 from the Utilities Water and Wastewater account, 450 54310, to the Utilities Electric account, 450 54300, for electric cost higher than anticipated.

- i. Marina, a transfer of \$3,192 from the Communications Internet account, 480 54103, to the Utilities Electric account, 480 54300, for \$2,590 and to the Comm-Phone/Fax/Alarm account, 480 54100, for \$602 for higher than anticipated expenses.
- j. Utility Billing, a transfer of \$6,160 from Mach/Equip account, 520 56400 to the Health Insurance account, 520 52300, for \$29, to the Contractual account, 520 53400, and for \$1,334, to the Operating Supplies account, 520 55200 for \$4,797 to cover the cost of higher than anticipated temporary help and credit card fees.

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

ADOPTED this 7th day of November, 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: Resolution 2018-162
Commission Rules of Procedure

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-162.

SYNOPSIS: Research materials and supporting documentation for agenda items must be provided by City Commissioners to the City Manager in accordance with agenda deadlines established by City Manager. Any rebuttal or supplemental documents in response to materials published with an agenda item but submitted after the agenda deadlines for submissions, may be moved to the next available agenda by majority vote of the City Commission, subject to the Florida Sunshine Law.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-162.

Tammi E. Bach, City Attorney 10/19/2018

Dale Martin, City Manager 10/26/2018

Tammi E. Bach, City Attorney 10/29/2018

Date: October 08, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-162

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR THE CITY COMMISSION BY CLARIFYING 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 clarifying 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 the City Commission Rules of Procedure, Section 6.4 be amended to 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 in accordance with deadlines for submission approved by the City Manager for Commission meetings. PowerPoint or other projectable presentation formats may be prepared and submitted to the City Clerk for public display in the Commission Chambers on the projection screen as late as 24 hours prior to the public meeting as long as everything in the projectable presentation was previously submitted as backup material in accordance with agenda submission deadlines. If a Commissioner receives the meeting agenda and backup materials for a meeting and wishes to provide supplemental or rebuttal information, documents, research materials in response to information on a published agenda but too late to meet the City Manager's agenda deadlines, the Commissioner should still submit the information to the City Manager with the understanding that the applicable agenda item may be moved to the next available Commission meeting date by majority vote of the City Commission, subject to the Florida Sunshine Law.

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

ADOPTED this 7th day of November, 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 2018-163
Legislative Priority Recommendation and Support

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-163.

SYNOPSIS: The State of Florida Legislature has requested recommendations for legislative funding priorities for its 2019 regular legislative session.

Vice Mayor Kreger has advocated for the City Commission to formally set state legislative priorities annually. This Resolution memorializes the legislative priorities discussed at past Commission meetings.

FISCAL IMPACT: Cost estimates are being prepared. If appropriated, the City will likely need to contribute funds.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-163.

Tammi E. Bach, City Attorney	10/22/2018
Dale Martin, City Manager	10/26/2018
Pauline Testagrose, Comptroller	10/29/2018

Date: October 17, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SETTING FORTH LEGISLATIVE PRIORITIES FOR FISCAL YEAR 2018/2019; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Legislature annually considers appropriation measures which provide discretionary funding for general governmental operations; and

WHEREAS, Jacobs Scholz & Associates (“Jacobs”) was recently awarded a new contract to provide the City’s state and federal lobbying services; and

WHEREAS, Jacobs’ services include proactively monitoring and lobbying on state budgeting and legislation which impacts the City; and

WHEREAS, the City Manager and staff have identified projects which require funding as described herein and other priorities to pursue changes in state special law; and

WHEREAS, the City Commission is desirous of pursuing State funding for the projects stated herein and pursuing changes in state special law; and

WHEREAS, the City Manager seeks authority to pursue funding for the items set forth herein; and

WHEREAS, the City Commission agrees that it is in the best interest of the City to pursue the legislative priorities set forth herein for the 2019 State Legislative Session and any special sessions, as applicable.

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

SECTION 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

SECTION 2. Approval of Legislative Priorities. The legislative priorities set forth herein are hereby adopted by the City Commission for the 2019 Florida Legislative Session:

- a. The A-6 Stormwater Project (Ash to Elm Streets, 8th Street to Amelia River) = \$2,038,584.00;
- b. Funding for shoreline stabilization projects;
- c. Installation of dune walkovers with dune restoration, including but not limited to sand fencing, sea oats plantings, especially public beach accesses North 8 and 9; and
- d. Repeal special law, Laws of Florida, Chapter 67-1379 regarding disposal of City property at the appraised price (reference Section 2-353 City of Fernandina Beach Code of Ordinances).

SECTION 3. The City Manager and/or his designee are authorized to pursue funding in order to accomplish the legislative priorities and advocate repeal of special state law referenced in Section 2(d) above.

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

ADOPTED this 7th day of November, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above the City Attorney's name.

Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2018-164
Award Bid #18-23 - Brance Diversified, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-164.

SYNOPSIS: The City of Fernandina Beach solicited bids from contractors for projects related to the marina's southern basin (remove docks, dredge, and replace docks) and the demolition of the City-owned structure at 101 N. Front Street. Three bids were received by the City and reviewed by the City's marina consultant.

The attached Resolution recommends awarding Bid #18-23 to Brance Diversified, Inc.

FISCAL IMPACT: Total cost of the project is \$3.2 million. A portion of funding for the projects (\$1.9 million) is included in the 2018/2019 budget. The remaining funds (\$1.3 million) will be obtained through a short-term interfund loan from the Utilities Fund.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-164.

Dale Martin, City Manager	10/30/2018
Pauline Testagrose, Comptroller	10/30/2018
Tammi E. Bach, City Attorney	10/30/2018

Submitted By: Nicole Bednar, Administrative Services Manager Date: October 29, 2018

COMMISSION ACTION: Adopt

RESOLUTION 2018-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID #18-23 TO BRANCE DIVERSIFIED, INC. FOR PROJECTS ASSOCIATED WITH THE MARINA'S SOUTHERN BASIN AND THE CITY-OWNED STRUCTURE AT 101 N. FRONT STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited competitive bids for marina-related projects, specifically the removal, restoration (or replacement) of docks, dredging the southern basin, realigning the restored (replaced) docks, and the demolition of the structure at 101 N. Front Street. This project was published as Invitation to Bid (ITB) 18-23 on September 12, 2018; and

WHEREAS, three bids were submitted by the October 19, 2018, deadline as indicated in "Exhibit A"; and

WHEREAS, the City's marina consultant, Applied Technology and Management, has reviewed the submissions ("Exhibit B").

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 ITB #18-23 to Brance Diversified, Inc. in the amount of \$3,199,170.32.

SECTION 2. Funding for the project is appropriated in the Marina's Capital Plan: \$250,000 for the demolition of the 101 N. Front Street structure; \$1,100,000 for dredging (which includes a \$325,000 Florida Inland Navigation District grant); and \$600,000 for southern basin docks. The budgeted appropriations total \$1,950,000.

SECTION 3. The necessary balance of funds for the project will be obtained through a short-term interfund loan from the City's Utilities (Sewer and Water) Fund in the amount of \$1,300,000. An amortization schedule prepared by the City Comptroller related to this loan is attached as "Exhibit C".

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

ADOPTED this 7th day of November, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH BID OPENING TALLY

ITB #18-23 SOUTHERN BASIN REALIGNMENT

Attended by: Dale Martin, Joe Springer, Wanda Weak

DATE/TIME	COMPANY NAME	BID AMOUNT			EXHIBIT A-H	ADDENDUM 1-3
		Demolition of "Vuturo" Building	Dredging & Disposal	Demolition, Refurbishment & Realignment of Docks		
10/19/18 1:52Pm	Bellingham Marine	no bid	no bid	\$ 2,739,598.00	x	x
10/19/18 1:52Pm	Brance Diversified	\$ 66,000.00	\$ 997,500.00	\$ 1,464,810.71	x	x
10/19/18 9:28am	Cloud 9/Fender Marine Construction	\$ 160,423.21	\$ 1,389,080.00	\$ 4,030,594.72	x	x

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.



24 October 2018

Dale Martin, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Re: Fernandina Harbor Marina Southern Basin Realignment
ITB No. 18-23 – Bid Review and Recommendation

Dear Mr. Martin:

ATM has completed a technical review of the bids submitted for the above referenced project. There were three total bids submitted and all three were considered responsive based on initial review. An attachment to this letter details the submittal requirements. Brance Diversified, Bellingham Marine, and Fender Marine Construction provided the required submittal items. The only deficiencies were that Bellingham filled out but did not sign the execution section of the Bid Form and Fender Marine provided no warranty information.

Attached is a summary tabulation of bid prices and supporting information. Brance Diversified and Fender Marine were the only Contractors that bid the entire project. Entire project bids ranged from \$3.2M (Brance Diversified) to \$7.5M (Fender Marine). Brance Diversified was also the low bidder on each of the project component parts (demolition of the Vuturo Building, demolition and realignment of the south basin docks, and dredging of the south basin). Bids for the Vuturo Building demolition and disposal ranged in price from \$66,000 to \$160,423. (Bellingham Marine did not bid this work.) Bids for the demolition and realignment of the south basin docks (including refurbishment of the existing docks that will be used for dinghies) ranged in price from \$1.4M to \$4.0M. Bids for the dredging and disposal ranged from \$997,500 to \$1,389,080. (Bellingham Marine did not bid the dredging work.)

In general, estimated construction schedules begin in late November / early December 2018 and run approximately 2.5 to 6 months for the entire project. The low bidder (Brance Diversified) proposes to begin mobilization the week of November 19th, complete demolition by the first week in December, complete dredging in December, and complete the dock works by the first week of February 2019.

Based on our initial review, the apparent low bidder is Brance Diversified, a Florida licensed marine specialty contractor, headquartered in Jacksonville, FL. They appear to be qualified for the project. For the entire project, their estimated price is just under \$3.2M and their estimated construction schedule runs from November 2018 to February 2019.

The City of Fernandina Beach should consult their procurement office to ensure any internal requirements are met and all proper procedures are followed. ATM reviewed the proposed list of consultants and subcontractors and there are no objections to the firms selected by Brance Diversified. The City may wish to follow up on the references provided in the bid package. Barring any internal or external requirements,



it is the City of Fernandina Beach's decision whether or not to release a bid tabulation summary (attached price table) to the public.

Sincerely,

APPLIED TECHNOLOGY & MANAGEMENT, INC.



Robert Semmes, MS
Vice President

cc: Wanda Weaks (City of Fernandina Beach)
Tim Mason, PE (ATM)
Pete Peterson, PE (ATM)

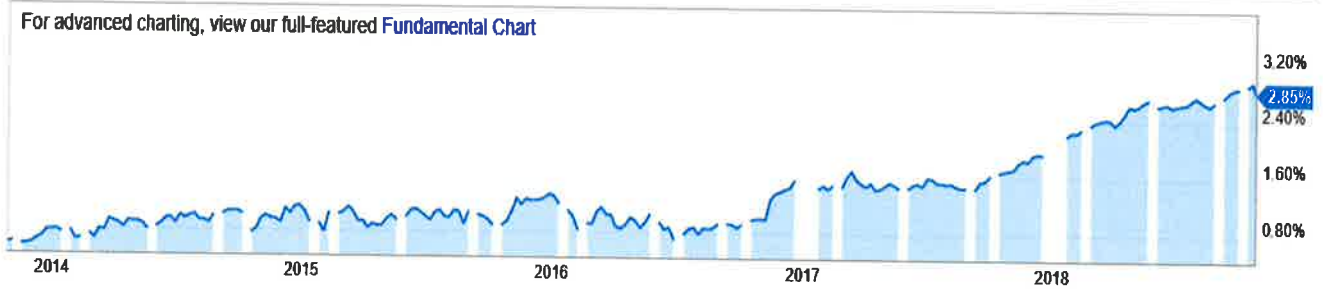


3 Year Treasury Rate Chart

[View Full Chart](#)

5d 1m 3m 6m YTD 1y 5y 10y Max

Export Data Save Image Print Image



3 Year Treasury Rate Historical Data

View and export this data going back to 1962. [Start your Free Trial](#)

Data for this Date Range

Oct. 26, 2018	2.85%	Sept. 21, 2018	2.89%
Oct. 25, 2018	2.92%	Sept. 20, 2018	2.89%
Oct. 24, 2018	2.89%	Sept. 19, 2018	2.89%
Oct. 23, 2018	2.95%	Sept. 18, 2018	2.88%
Oct. 22, 2018	2.99%	Sept. 17, 2018	2.85%
Oct. 19, 2018	2.99%	Sept. 14, 2018	2.85%
Oct. 18, 2018	2.95%	Sept. 13, 2018	2.83%
Oct. 17, 2018	2.97%	Sept. 12, 2018	2.82%
Oct. 16, 2018	2.95%	Sept. 11, 2018	2.83%
Oct. 15, 2018	2.94%	Sept. 10, 2018	2.78%
Oct. 12, 2018	2.93%	Sept. 7, 2018	2.78%
Oct. 11, 2018	2.94%	Sept. 6, 2018	2.71%
Oct. 10, 2018	2.97%	Sept. 5, 2018	2.72%
Oct. 9, 2018	2.98%	Sept. 4, 2018	2.73%
Oct. 8, 2018		Sept. 3, 2018	
Oct. 5, 2018	2.99%	Aug. 31, 2018	2.70%
Oct. 4, 2018	2.97%	Aug. 30, 2018	2.72%
Oct. 3, 2018	2.94%	Aug. 29, 2018	2.75%

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **SOUTHERN BASIN RECONFIGURATION**.

The City will receive sealed bids at the location stated below not later than **2:00pm, Friday, October 19, 2018**. **A mandatory pre-bid meeting will be held at the City Marina, Tuesday, September 25, 2018 at 1:00pm.**

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2018-2019 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #18-23** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #18-23**
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. 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 "**Contact Sheet**", hereto attached as "**Exhibit A**", "**Public Entity Crimes Statement**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", a "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**", a "**Dispute Disclosure Form**", herein provided as "**Exhibit H**".

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the attached contract form

BOND REQUIREMENTS

Bid bonds requirements are outlined in the attached contract form

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have an affirmative action program.

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

The terms used in these Instructions to Bidders shall have the meanings assigned to them herein which are applicable to both the singular and plural form thereof.

1.1 Owner: City of Fernandina Beach

1.2 Marina: The Fernandina Harbor Marina is a municipal wet slip marina facility with approximately 56 dedicated wet slips and approximately 2,800 LF of side-tie dockage. The marina is located in downtown Fernandina Beach, Florida at the foot of Centre Street in the Amelia River adjacent to the Atlantic Intracoastal Waterway (AIW)

1.3 Project: The Project is the entirety of the works as described in these Bid Documents.

1.4 Owner's Representative: The City Manager or his designee, will serve as the Owner's Representative for the Project.

1.5 Contractor: The Contractor is the firm that submits the preferred bid as determined by the Owner and the Owner's Engineer and is contracted to perform the work.

1.6 Bid Package: The Bid Package means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the bid package is to furnish sufficient information to permit firms to prepare a bid. The Bid Package includes the Instructions to Bidders, the Bid Form, the Form of Construction Contract, the Bid Drawings, the Technical Specifications, and additional appended information.

1.7 Engineer: The Engineer is the Owner's Consultant that is certified under FS 471.023 to practice or to offer to practice engineering in the State of Florida that has prepared the performance specifications and Drawings for the work and will be responsible for review of Contractor provided designs. Applied Technology & Management will serve as the Owner's Engineer for the Project.

1.8 Engineer of Record: The Engineer of Record is the Contractor's qualified Florida Professional Engineer, who shall be responsible for the final design and certification of the floating docks, associated anchor piling, utilities, demolition works, and dredging works.

1.9 Florida Public Utilities: Local electrical utility provider and installer of high voltage scope of work. FPU may also provide deactivation and demolition of some existing landside primary power service. Note that the Contractor is responsible for the low voltage scope of work. Contact: RJ Sicre (561-601-6311).

1.10 Geotechnical Engineer: The Owner's geotechnical consultant, who prepared the supplemental geotechnical information for the project, is Universal Engineering Sciences (UES) Contact: Stephen R Weaver, PE (904-296-0757). Atlanta Testing & Engineering performed the 1997 Geotechnical Exploration at the site. Both geotechnical reports are available in the Appendix.

FERNANDINA HARBOR MARINA

1.11 Substantial Completion: Any portion of the work that is fully tested, commissioned, and may be put to use by the Owner for its intended use will be considered Substantially Complete.

2.0 PROJECT SCOPE

2.1 Elements of Work:

The project involves the following primary elements:

- Demolition & Removal (South Basin Floating Docks): Remove floating docks in the Southern Basin including utilities and anchor piling as indicated in the Drawings. The existing gangways will be removed, refurbished, and be re-installed.
- Demolition & Removal ("Vuturo" Building): Remove and properly dispose of overwater building, known as the "Vuturo" Building, including its foundation piling. Please refer to the Drawings for location of building.
- Dredging & Disposal: Remove and dispose of material that has accumulated in the south basin of the marina to the elevations indicated on the Bid Drawings. Exact disposal design/methodology shall be the responsibility of the Contractor and shall be submitted with their Work Plan for review and approval prior to initiation. Contractor shall be responsible for adhering to conditions of all applicable permits (see Appendix).

The Bid Form includes additional line items for mobilization and demobilization for the dredging works.

- Floating Docks: Design and install a new side-tie floating dock (Dock 6) as indicated in the Bid Drawings. This includes the installation of the complete floating dock system, a new gangway, anchor piles, and all engineering to support the selected manufacturer's proprietary system. The Contractor may elect to construct the new floating side-tie dock using existing Bellingham Marine concrete pontoons that have been cleaned, inspected, and refurbished as directed in the Specifications.
- Refurbished Dinghy Docks: Two portions of the existing docks (see Docks 4 & 5 on Bid Drawings) will remain in-place, be refurbished as directed in the Specifications, and fitted with utilities as shown on the Bid Drawings.

FERNANDINA HARBOR MARINA

All dimensions of the docks shown in the Bid Drawings should be followed to the extent practicable. Some minor allowances will be made to accommodate proprietary dock designs, as long as regulatory permits are not affected. Reference Drawing sheets.

- Marine Utilities: Install new marina utilities as indicated in the Bid Drawings. The key utility elements include:
 - Marine electrical. Reference Drawings.
 - Potable water. Reference Drawings.
 - Dry fire standpipe system. Reference Drawings.

All materials, equipment, and assembled systems shall be new (unless noted otherwise in the Drawings and Specifications), complete, and ready for Owner's use at completion of the Work. The Bid shall include all protections, temporary work, earthwork, environmental protection and monitoring, penetrations, testing, and inspections required to complete the Work for handover to the Owner at completion.

Permits will be provided to the Contractor prior to construction. Conditions of permit are presumed to be described in the Bid Documents. If final permit conditions that are not envisioned in the Bid Documents are required, Contractor and Owner's Representative shall negotiate change in scope of work from the basis for this bid.

2.2 Design Responsibilities:

The design status and responsibilities for each of the primary elements shall be as indicated below:

- Dredging: Contractor is responsible for design of any/all disposal methodologies and structures and shall submit such with their Work Plan prior to initiating dredging activities.
- Floating Docks: The Drawings and Specifications related to the floating docks as provided in this Bid package should be considered schematic in nature. The final design of the floating dock shall be the responsibility of the Contractor and/or their supplier(s) and shall conform to the design and performance criteria described in the Technical Specifications. The design shall be completed by a registered Florida Professional Engineer.
- Marine Utilities: The Drawings and Specifications related to the floating attenuator utilities (electric, water, and fire protection) as provided in this Bid package should be considered schematic in nature and defines the intent of the project scope. The final design of the marine utilities shall be the responsibility of the Contractor and/or their supplier(s) and shall conform to the design and performance criteria described in the Technical Specifications and subject to the applicable adopted codes. The design shall be completed by a registered Florida Professional Engineer.

The geotechnical information provided in the Bid Documents is provided for information only and the Owner and Owner's Engineer claim no responsibility for the thoroughness thereof. The Bidder should be prepared to conduct any additional required investigations of their own to satisfy themselves with regard to existing geotechnical conditions prior to completing their design of applicable project elements.

2.3 Work Plan & Construction Schedule:

Bidders shall submit a detailed Work Plan and schedule with the Bid. The Work Plan must include, at a minimum, the date of commencement, proposed sequencing, and dates for Substantial and Final Completion.

Times and dates for any diving activity will be required to be submitted ten days in advance for approval and coordination by the Owner's Representative.

2.4 General Guidelines:

The City of Fernandina Beach Code of Ordinances (Section 42-142) limits the use of noise-producing equipment to the hours between 7:00a and 8:00p.

The Project site is a riverine marina and parking lot with an on-site restaurant adjacent to commercial real estate consisting of shops, restaurants, and lodging facilities. The Contractor shall be required to submit with their Work Plan a list of potential noise mitigation strategies which the Owner's Representative may present to the City of Fernandina Beach to facilitate project permitting.

The Contractor must arrange for their own construction debris and trash collection and disposal on a daily basis.

The Contractor is responsible for complying with any and all local and national labor laws as well as all applicable local, state, and federal regulations and work authorizations.

2.5 Site Access, Staging and Storage:

The Contractor will propose a staging plan with the Work Plan that will delineate preferred areas and time periods for staging and storage areas for approval by the Owner's Representative. The Marina is expected to remain operational throughout the Project, and the Contractor should seek to minimize impact to parking, access, and enjoyment by the Marina guests. Contractor is responsible for ensuring that the staging/lay-down area does not conflict with proposed construction activities.

2.6 Shop Drawings:

No fabrication or installation of any element or system shall take place until Contractor's Shop Drawings and material submittals are reviewed and accepted by the Owner's Engineer. This includes design submittal (including calculations and Shop Drawings) for elements that must be reviewed by the Owner's Engineer for compliance with the performance criteria established in the Drawings and Technical Specifications.

2.7 Building Permits:

The Contractor shall be responsible for procurement of all other applicable local construction and trade permits and adhere to all applicable building codes. The Contractor shall provide the Owner's Representative with a copy of any and all local building permits. The cost of all licenses/approvals to do the work shall be the Contractor's responsibility.

2.8 Regulatory Approvals:

The Contractor shall comply with all stipulations of the state, federal, and local permits and regulations. The Owner's Engineer has applied for the necessary USACE and FDEP permits. The Owner has received all state and federal authorizations and has included these authorizations in an Appendix to these Bid Documents. The Contractor will be responsible for complying with any additional, unforeseen permit conditions. If State or Federal agencies include specific permit conditions that are not delineated in the Bid Documents, a change order will be processed to account for the change in scope.

3.0 BIDDING

3.1 Copies of Bid Documents:

Bid documents will be provided electronically via email.

3.1.1 Complete sets of Bid Documents must be used in preparing Bids; the Owner, Owner's Representative, and the Owner's Engineer do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3.1.2 The Owner and Owner's Engineer, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3.1.3 In the event of any ambiguities arising in the Contract Documents, the Contract for Construction will take precedence over these Bid Documents.

3.2 Qualifications of Bidders:

To demonstrate qualifications for performing the Work, the Contractor must submit detailed written evidence such as financial data, previous experience, present commitments, references and other such data as may be called for below.

3.3 Subcontractors, Suppliers and Others:

Contractor shall submit a list of all Subcontractors, Suppliers and Consultants proposed for the Work. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, and Consultant. This list shall be submitted with the Bid.

3.3.1 If after due investigation, the Owner's Representative has reasonable objection to any proposed Subcontractor, Supplier or Consultant, the Owner's Representative may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid Price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to another responsive and responsible Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Any Subcontractor, Supplier or other party listed and to whom the Owner's Representative does not make written objection prior to giving of the Notice of Award, will be deemed acceptable to the Owner.

3.3.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

3.4 Examination of Bid Documents and Site: It is the responsibility of each Contractor, before submitting a Bid, to take the following measures, at a minimum:

3.4.1 To satisfy themselves by personal examination of the general, local, and site conditions of the proposed Work, **a mandatory pre-bid site meeting** will be held at the City Marina, **September 25th at 1:00p.**

3.4.2 To examine thoroughly the Form of Construction Agreement and other related data identified in the Bid Documents including “technical” data referred to in subsequent sections.

3.4.3 To examine thoroughly the requirements of the Work and the accuracy of the estimate of the quantities of the Work to be done.

3.4.4 To consider governmental and local laws and regulations that may affect cost, progress, performance or furnishing of the Work.

3.4.5 To study and carefully correlate Bidders knowledge and observations with the Bid Documents and such other related data.

3.4.6 To promptly notify the Owner’s Representative of any and all conflicts, errors, ambiguities or discrepancies which Contractor has discovered in or between the Bid Documents and any other related documents.

3.4.7 Owner, Owner’s Representative, and the Owner’s Engineer are not responsible for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to existing utilities or mechanical, electrical, anchorage, or plumbing systems, or underground conduits or tunnels (“Systems”). The Contractor shall make every effort to locate other possible unknown utility lines and Systems and protect them. The Contractor will be held responsible for the workmanlike repair of any damage done to any Systems during work under this contract. The Contractor shall familiarize himself with the existing conditions and be prepared to adequately care for and safeguard himself and the Owner and Owner’s Representative from damage.

3.4.8 Before submitting a Bid, each Bidder shall be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

3.4.9 The project site is subject to unpredictable and potentially extreme environmental conditions, including impacts from tropical cyclones. The Contractor shall account for this to the extent practicable in their bid and will be required to submit a detailed Storm Preparedness and Management Plan prior to construction.

3.4.10 The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with all requirements listed in this section, that without exception the Bid is premised upon performing and furnishing all Work required and implied by the Bid

FERNANDINA HARBOR MARINA

Documents and applying the specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bid Documents; that Bidder has given the Owner's Representative written notice of any and all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bid Documents and the written resolutions thereof by the Owner's Representative is acceptable to Bidder, and that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3.5 Interpretations and Addenda All questions about the meaning or intent of the Bidding Documents are to be directed to Ms Wanda Weaks via email (wweeks@fbfl.org).

Interpretations or clarifications considered necessary by the Owner in response to such questions shall be issued by Addenda emailed to all parties recorded by the Owner as having received the Bid Documents. Questions received less than ten (10) days prior to the date for opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. Addenda may also be issued electronically to modify the Bidding Documents as deemed advisable by Owner.

3.6 Submission of Bids:

Bids are due to the Owner in both hard copy and electronic format and shall be sent to the following:

**City of Fernandina Beach ITB 18-23
City Clerk
204 Ash Street
Fernandina Beach, FL 32034**

Bids shall be opened and (unless obviously non-responsive) read publicly at the above address. The due date of bids shall be **October 19th 2018 at 2:00p.**

3.6.1 Respondents are cautioned to **assure actual delivery** of responses, either hand delivered or mailed via U. S. mail or overnight courier, directly to the place indicated above **prior to the deadline set for opening responses.** Responses delivered after the established deadline may not be accepted.

FERNANDINA HARBOR MARINA

3.6.2 In order for a Bid to be considered responsive, it must include the following specific elements, at a minimum:

- Required Exhibits A – H
- Completed Bid Form (Attachment A to Bid Form)
- Executed Signature Page(s) including Acknowledgement of Bid Addenda
- Statement of Qualifications
 - Experience List
 - Reference List
 - Contractor's License
- List of Proposed Sub-contractors, Consultants, and Suppliers
- Preliminary Work Plan & Schedule (Attachment B to the Bid Form)
- Proof of Ability to Bond the full amount of the work indicated in the Bid Form
- Sample Certificate of Insurance meeting the requirements outlined in the "Insurance Requirements for General Contractors, Subcontractors & Vendors"
- Equipment List
- Preliminary Staffing Plan (Attachment B to the Bid Form – Key Staff)
- Warranty information (Attachment B to the Bid Form)

3.7 Bids to Remain Subject to Acceptance:

All Bids shall remain subject to acceptance for sixty (60) days after the day of the Bid opening.

3.8 Award of Contract:

The Owner reserves the right to reject any or all Bids including, without limitation, the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by the Owner. The Owner also reserves the right to reject the Bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to properly perform under this award. The Owner reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The Owner reserves the right to waive any irregularities and technicalities and may, at their discretion, request a re-bid.

3.8.1 The Owner also reserves the right to waive all informalities not involving price, time or changes in the Work, and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices shall be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. Discrepancies between words and figures shall be resolved in favor of the words.

3.8.2 Upon opening of bids, the Owner shall determine whether or not the bids are responsive to the prescribed requirements of the Contract Documents. Thereafter, in evaluating responsive bids, the Owner shall consider the qualifications of Bidders, start

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dates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

3.8.3 The Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as prescribed in these Bid Documents. The Owner also may consider the operating costs, maintenance requirements, condition and performance data of equipment described in Bid submittal and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award. The Owner reserves the right to reject Bids, based upon the above-described informational submittals.

3.8.4 The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.

3.8.5 If the Contract is to be awarded, the Contract shall be awarded to the Bidder with the Bid that provides the greatest value and is in the best interest of the Project. Owner shall evaluate bids based on the following general criteria:

- Quality and practicability of approach, with respect to materials used, methods of demolition, construction and installation
- Conformance with technical specifications and layout requirements
- Time encumbered in demolition, procuring materials and optimization of construction schedule
- Contractor experience with similar projects and history/reputation
- Cost

3.8.6 The Owner may choose to award two or three Contracts – one Contract for the dredging works, one Contract for dock works, and a third for overwater building demolition. New and refurbished docks to include floating docks installation and marine utilities installation. Contractors may choose to bid all work detailed on the Bid Form or the dredging work only or the demolition and/or dock works only. Contractor may offer discount if more than one component is awarded.

3.9 Signing of Agreement:

See the example Form of Contract provided with these Bid Documents.

When the Owner gives a Notice of Award to the apparent Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within five (5) days thereafter the Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within five (5) days thereafter the Owner shall deliver one fully signed counterpart to the Successful Bidder.

3.10 Payment and Retainage:

Progress payments and final payment will be issued by the Owner to the Contractor in accordance with the Contract for Construction. Progress payments will be subject to a 10% retainage, the cumulative sum of which will be released with the final certification of payment at Final Completion as certified by the Owner's Engineer and with Owner's consent, and upon receipt of all necessary lien waivers.

The Unit Costs provided in the attached Schedule of Values (Attachment A) shall be considered the basis for Change Notices or future additional work not currently delineated in the Bid Documents.

3.11 Liquidated Damages: (as provided in the attached Form of Contract)

3.12 Insurance Requirements: (as provided in the attached Form of Contract)

END OF INSTRUCTIONS TO BIDDERS

BID FORM

1.0 PRICES

Having carefully examined the Bid Documents and having become familiarized with the project site and evaluated the conditions affecting the work of the proposed dock system, the undersigned proposes to furnish all materials, labor, supervision, and other items necessary for the execution of the work covered by the specifications and drawings including written addenda for the following unit prices:

2.0 BASE BID

The base bid will be as shown and described in the Plans. Each line item includes fabrication, supply, shipping, installation and site supervision for construction and/or installation of that item and all appurtenances, attachments, connections, etc., as described or implied in the Bid Drawings and Technical Specifications.

Contractors may elect to bid only the dredging works or not place a bid for the dredging. If a Contractor chooses to not bid either the dredging or the building demolition or dock installation works, he should write "No Bid" for those components of the works that he has elected to not bid on the Bid Form.

Please Refer to the Schedule of Values (Exhibit A) attached hereto.

3.0 BID DEFINITIONS

3.1 Demolition – The tearing down and proper, legal disposal of existing overwater building, anchor and foundation piling, utilities, and docks as indicated or implied in the Bid Drawings and/or identified elsewhere in these Bid Documents.

3.2 Dredging – Removal of material from the bottom of the basin and proper, legal disposal at an approved location. A location at the Municipal Airport has already been approved. If this location is to be used, the placement area and grading of the material should be coordinated with the Owner's Representative. If an alternate location is selected, the Contractor shall coordinate with the FDEP and the Owner's Representative for approval of this location.

3.5 Gangways – Aluminum gangways including all associated mounting hardware, transition plates, rollers, etc. Note that the existing aluminum gangways are to be removed, refurbished and re-installed.

3.6 Floating Docks – All design, labor, and materials to fabricate and install a fully functional floating dock system as illustrated in the Bid Drawings and meeting the performance criteria outlined in the Technical Specifications.

3.7 Floating Dock Anchor Piles – Precast prestressed concrete or steel pipe piles designed to anchor the floating dock system in place based upon the performance criteria delineated in the Technical Specifications. The number of anchor piles required will be based upon the Contractor's final design.

FERNANDINA HARBOR MARINA

3.8 Refurbished Dinghy Docks – All design, labor, and materials to refurbish and certify a fully functional floating dock system as illustrated in the Bid Drawings and meeting the performance criteria outlined in the Technical Specifications.

3.9 Slip Utilities – The base bid shall include pedestals as indicated in the Bid Drawings and/or Technical Specifications. The costs in the base bid for Power and Water Distribution shall include all cable, hardware, piping, fittings, etc. to procure and install a fully operational system.

3.10 Dry Standpipe System – All piping, fittings, valves, etc. to furnish and install a functioning dry standpipe system as indicated in the Bid Drawings.

3.11 Fire Cabinets – Manufactured cabinets to house fire extinguishers and safety equipment (life rings) as indicated in the Bid Drawings and Technical Specifications. The base bid for fire cabinets shall be of the same material and aesthetic design as the slip utility pedestals.

3.12 Safety Ladders – Ladders made of aluminum or other non-corrosive material that shall either fold or extend in such a manner as to be kept out of the water when not in use, but easily extended into the water from a person on the docks or in the water.

3.13 Utility Improvements – Work as described in the Bid Drawings.

3.13.1 Potable water pipe – Polyvinyl chloride pipe used to transmit drinking water; size varies

3.13.2 Fire water pipe – Polyvinyl chloride pipe used to transmit water for fire suppression; size varies

3.13.3 Water meters and backflow preventers – Utility structures (as required by the City of Fernandina Beach)

3.14 Solicited Bid Alternate – Refurbished Bellingham Marine Floating Docks – Bidders shall provide the net change in total cost for removing, cleaning, inspecting, refurbishing and reinstalling existing Bellingham Marine concrete docks with associated new walers, through rods, anchor pile guides, and anchor piling as indicated on the Drawings. Because reuse of the existing Bellingham docks may affect the cost to design and install the dockside utilities and safety equipment, alternate bid pricing are also requested for these elements (if required).

If the Engineer of Record determines that the existing precast prestressed concrete anchor piling can be removed, cleaned, inspected, and redriven to anchor the new floating dock (Dock 6) and meet the design criteria in the Specifications, than the existing piling may be reused for the proposed new or refurbished dock system.

4.0 UNSOLICITED ALTERNATES

Bidder is encouraged to submit unsolicited alternates if they believe any modifications, alterations, or additions to the Work may result in a savings or superior product to the Owner. Please describe the proposed alternatives below including the associated price adjustments associated therewith. Clearly indicate whether the price indicated is an *adjustment* (i.e. – the base bid will be increased or reduced by the given amount) or is a *replacement* (i.e. – the given amount will replace a specified line item amount from the base bid). Attach additional sheets and supporting data as necessary.

5.0 WORK PLAN AND SCHEDULE

Bidder is required to provide with their bid a Work Plan and anticipated schedule for the completion of the works that will include the project-specific milestones and sequencing described in the Instructions to Bidders, Bid Drawings, and Technical Specifications. The schedule should include mobilization, site preparation, demolition, shop drawing submittals, engineering reviews, fabrication, shipping and delivery. (See Attachment B to the Bid Form)

6.0 WARRANTY:

The Contractor will provide warranties for the Work. Please describe warranties provided on Attachment B to the Bid Form.

7.0 KEY STAFF:

The Bidder should include proposed staff for this project including proposed Project Manager and proposed On-Site Superintendent. Please list proposed staff on Attachment B to the Bid Form.

Bidders are also encouraged to provide qualifications and/or resumes of key staff with their bid.

8.0 MAJOR SUB-CONTRACTORS AND SUPPLIERS:

If the Bidder proposes to use major sub-contractors and suppliers to complete the work described in these Bid Documents, the Bidder should list these sub-contractors and suppliers on Attachment B to the Bid Form.

9.0 CONDITIONS OF BID:

9.1 The undersigned agrees that, if it is selected as CONTRACTOR, it will, within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof, execute the Construction Agreement between OWNER and CONTRACTOR, in accordance with the terms of the Bid.

9.2 If awarded the contract, the undersigned hereby certifies to expedite completion of all Work in conjunction with plans presented by the Owner's Engineer as herein further described, and further certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed on the Work.

9.3 The undersigned Bidder further declares that they have examined the site of the work and have informed themselves fully in regard to all conditions and constraints pertaining to the place where the work is to be done; and has examined the Bid Drawings and Specifications for the work and the Bid Documents relative thereto; and has read and become familiar with the Bid Documents furnished prior to opening of bids, that they have satisfied themselves relative to the work to be performed.

9.4 Bidder understands that the OWNER reserves the right to reject any and all bids, and to waive any irregularities in the bidding and accept the bid, with or without alternates, as deemed to be in the best interest of the OWNER.

9.5 Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

FERNANDINA HARBOR MARINA

9.6 The above unit prices shall include all materials, overhead, profit, insurance, bonds, permit fees if required, etc., to cover the finished work called for. The Owner reserves the right to delete line items and/or to add or subtract units at the unit prices listed above.

10.0 EXECUTION

The undersigned proposes to furnish all materials and labor required for Fernandina Harbor Marina – South Basin Realignment in Fernandina Beach, Florida in accordance with the accompanying Bid Documents and Plans and Attachment A – Schedule of Values.

By: _____

(Title)

Address: _____

Date: _____

License No.: _____

END OF BID FORM

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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 BID**
 - 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 BID**
 - 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

4. WITHDRAWAL OF BID

- 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 BID

- 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 Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-23

SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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

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

BID BOND:

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-23

SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

- 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 - as stated in the attached contract form

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 2-444.

16. FEDERAL GRANT MONEY

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

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

ATTACHMENT A TO BID FORM

Schedule of Values

Fernandina Harbor Marina South Basin Realignment

12 September 2018

	Qty	Unit	Unit Price	Total Price
Demolition - South Basin Floating Docks				
Demolition - South Basin Floating Docks	15,940	sf		
Demolition - South Basin Anchor Piling	57	ea		
Demolition - South Basin Utilities	1	ls		
Demolition - "Vuturo" Building				
Demolition - "Vuturo" Building	1	ls		
Dredging & Disposal				
Mobilization	1	ls		
Demobilization	1	ls		
Dredging & Disposal	30,000	cy		
New South Basin Floating Dock (Dock 6)				
Install New 4' X 30' Aluminum Gangway	1	ea		
Floating Docks (including all connections, hardware, cleats, etc.)	6,425	sf		
Floating Dock Anchor Piles		ea		
Slip Utilities (power & water)				
Utility Pedestals	20	ea		
Power Distribution (cabling, panels, etc.)	1	ls		
Water Distribution (piping, valves, fittings, etc.)	1	ls		
Fire Station Safety Pedestals	6	ea		
Safety Ladders	5	ea		
Fire Suppression Standpipe System	1	ls		
Dinghy Docks (Docks 4 & 5)				
Install New Boardwalk Lighting	1	ls		
Install Refurbished Aluminum Gangways	2	ea		
Clean, Inspect, and Install Suitable Refurbished Bellingham Main Piers at New Central Dock	3,460	sf		
Slip Utilities (Power & Water)				
Utility Pedestals	8	ea		
Power Distribution (cabling, panels, etc.)	1	ls		
Water Distribution (piping, valves, fittings, etc.)	1	ls		
Fire Station Safety Pedestals	6	ls		
Safety Ladders	3	ea		
Fire Suppression Standpipe System (Refurbish & Test Existing)	1	ls		
Construction Sub-Total				
General Conditions				
Mobilization	1	ls		
Demobilization	1	ls		
Floating Dock Design	1	ls		
Marine Utilities Design	1	ls		
Gangway & Connection Design	1	ls		
Environmental Protection	1	ls		
Erosion and Sediment Control	1	ls		
Pile PDA testing (3% of all vertically loaded piles per Geotechnical report)		ea		
Pile Static Load Tests per Geotechnical Report		ea		
Project Surveying and Testing	1	ls		
Payment and Performance Bond (% of Construction Sub-total)		%	-	
Overhead & Profit (% of Construction Sub-total)		%	-	
General Conditions Sub-total				
Project Grand Total (Construction + General Conditions)				

ATTACHMENT A TO BID FORM

Schedule of Values

Fernandina Harbor Marina South Basin Realignment

12 September 2018

Solicited Bid Alternate - Refurbished Bellingham Marine Floating Docks

**Price
Adjustment**

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

Clean, Inspect, and Install Suitable Refurbished Bellingham Main Piers at New Central Dock	add / (deduct)	_____
Slip Utilities on Refurbished Docks (Power & Water)		
Utility Pedestals	add / (deduct)	_____
Power Distribution (cabling, panels, etc.)	add / (deduct)	_____
Water Distribution (piping, valves, fittings, etc.)	add / (deduct)	_____
Fire Station Safety Pedestals on Refurbished Docks	add / (deduct)	_____
Safety Ladders on Refurbished Docks	add / (deduct)	_____
Fire Suppression Standpipe System on Refurbished Docks	add / (deduct)	_____
Clean, Inspect, and Reuse Existing Concrete Anchor Piling	add / (deduct)	_____

Unsolicited Bid Alternate(s)

**Price
Adjustment**

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any unsolicited alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

_____	add / (deduct)	_____
_____	add / (deduct)	_____
_____	add / (deduct)	_____
_____	add / (deduct)	_____
_____	add / (deduct)	_____

END OF EXHIBIT A TO INSTRUCTIONS TO BIDDERS

ATTACHMENT B TO THE BID FORM

WORK PLAN AND SCHEDULE

WARRANTY:

The Contractor will provide warranties for the Work as follows:

KEY STAFF:

The Bidder proposes the following staff for this project:

Proposed Project Manager: _____

Proposed On-Site Superintendent: _____

Bidders are encouraged to provide qualifications and/or resumes of key staff with their bid.

MAJOR SUB-CONTRACTORS AND SUPPLIERS:

The Bidder proposes to use the following major sub-contractors and suppliers to complete the work described in these Bid Documents:

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBITS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "B"

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.**

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

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

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

THIS FORM MUST BE INCLUDED WITH 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:

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 "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.

_____ 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

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

This **AGREEMENT** made on the _____ day of _____ in the year of 20____, **BETWEEN** the owner, CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "Owner" or "City") and the Contractor, (insert Name, Address, City, State, Zip)

PROJECT:

CONTRACTOR:

OWNER'S ENGINEER:

The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials contained in City of Fernandina Beach Bid Number [REDACTED]. Documents comprising Bid Number [REDACTED] are incorporated into this Agreement by reference and are a part of this Agreement as if attached or repeated herein. This Agreement represents the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

2. Intent of Contract Documents

Execution of the Contract by the Contractor is a representation that the Contractor has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents.

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

The Contractor shall execute the entire Work described in the Contract Documents, Summary of Work.

ARTICLE 3 - COMMENCEMENT DATE

The Commencement Date shall be established by the Owner and communicated to the Contractor in a Notice to Proceed (NTP) sent by registered mail to the Contractor's place of business not later than 30 days following execution of the Contract, or receipt of all insurance certificates, bonds, and Schedules of Values required by the Contract, whichever is later. Failure to provide the required insurance or bonds within ten (10) days of the Award of Bid shall constitute a delay by the Contractor in honoring his Bid.

The Contractor will not commence Work on the project until receiving a Notice to Proceed from the Owner.

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work within fourteen (14) calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than [REDACTED] consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the work not later than thirty (30) days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor the sum of \$xxx,xxx subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

The Contractor and Owner mutually agree that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing.

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to pay to the Owner for the first twenty calendar days the amount of Five Thousand Dollars (\$5,000) and One Thousand Dollars (\$1,000.00) per calendar day from the twenty first day and beyond for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of Two Thousand Dollars (\$2,000) for each calendar day that the Work remains incomplete after the date established for the Final Completion.

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 extend construction beyond the contracted construction time, the Contractor shall be liable for payment of such expenses to the Owner.

Both Liquidated Damages and Reinspection Fees shall be implemented using a Deductive Change Order or Construction Change Directive. The exact form used and its titling of such change order shall be as determined by the Owner.

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted to the Owner's Engineer by the Contractor and Certificates for Payment issued by the Owner's Engineer, 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's Engineer 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's Engineer after the Application date fixed above, payment shall be made 15 days after the Owner's Engineer received the Application for Payment.

Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents.

Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values, less retainage of 10%.

Add that portion of the Contract Amount properly allocable to materials and equipment delivered and stored at the Project Site for subsequent incorporation into the Work, less retainage of 10%.

Subtract the aggregate of previous payments made by the Owner.

The progress payment amount shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount, less such amounts as the Owner's Engineer and Owner shall determine for incomplete Work and unsettled claims.

2. Final Payment

Final payment, comprising the entire unpaid balance of the Contract Amount, shall be made by the Owner to the Contractor when the Contract has been fully performed and accepted by the Owner. Final payment shall be contingent upon the Contractor providing all warranties, guaranties and waivers of liens required under the Project Closeout Section of the Specifications. Furthermore, payment shall be made in accordance with the Florida Prompt Payment Act applicable to local governments.

3. Certifying a Schedule of Values

Within 10 days after award of the Contract, the Contractor shall submit to the Owner's Engineer 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's Engineer or Owner may require. This Schedule of Values shall be reviewed by the Owner's Engineer 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 indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment. Rough-in work shall be shown separately from finish work.

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Owner's Engineer 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 or Owner's Engineer 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's Engineer, in consultation with the Owner, will issue a Certificate for Payment for an amount the Owner's Engineer and 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's Engineer or 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 Engineer's or Owner's opinion Contractor representations to the Owner are not supported or are deemed inaccurate. If the Contractor and Owner's Engineer or Owner cannot agree on a revised amount, the Owner's Engineer will promptly issue a Certificate of Payment for the amount to which the Owner's Engineer and 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;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages; or
- Failure by Contractor to make payments properly and promptly to subcontractors or suppliers; or
- Persistent failure to carry out the Work in accordance with the Contract Documents or other material breach by Contractor.

When reasons for withholding certification are corrected, the Owner's Engineer and Owner will certify amounts previously withheld.

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

The Contractor may terminate the Contract if work is stopped for a period of 60 days or longer for the following reasons:

- Issuance of a Stop Work Order by a court regulatory agency having jurisdiction over the project; or
- An act of Government making materials or labor unavailable.

If any one of the reasons stated above exists, the Contractor shall be compensated as provided in this Agreement only for Work executed in accordance with the Contract Documents.

2. Termination by The Owner For Cause

The Owner may terminate the Contract due to the Contractor's inability to perform for these reasons:

- Refusal or failure to supply properly skilled workers or materials;
- Disregarding the laws, ordinances or regulations of public authorities having jurisdiction over the Work; or
- Substantially breaching provisions of the Contract Documents.

If such conditions exist the Owner may, without prejudice of any other rights or remedies of the Owner, after having given the Contractor and the Contractor's surety seven days written notice, terminate the Agreement and, subject to any prior rights of the surety:

- Take possession of the site and materials, equipment, tools, and machinery therein owned by the Contractor;
- Accept assignment of Subcontracts; and
- Finish the work by whatever means are available to the Owner.

Should the Work be terminated according to this section the Contractor shall not be entitled to receive further payment until the Work is

finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess shall be used to pay the Contractor amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been Certified by the Owner's Engineer and accepted by the Owner. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner, which obligation for payment shall survive the termination of the Agreement.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the Owner by reason of the termination of the Contractor as stated herein. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's costs have been established, and to apply such amounts to such costs.

Should the Owner's termination of the Contractor for Cause be challenged, and should such challenge prevail, then the Owner's termination of the Contractor shall be deemed to have been a Termination for Convenience, and Contractor's entitlement to compensation shall be determined in accordance with paragraph 3 below.

3. Termination by the Owner for Convenience

The Owner may, without cause, order the Contractor in writing to suspend, delay or terminate the Work in whole or in part for such period of time the Owner may determine. The Owner shall adjust the Contract Amount for increases in the cost of performance under the Contract caused by suspension, delay, or interruption.

No change in Contract Amount shall be made where the suspension, delay, or interruption for which the Contractor is responsible or attributable.

In the event of termination for convenience by the Owner, the Contractor shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those jobsite costs directly attributable to termination (such as jobsite demobilization costs). Contractor shall not be entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, lost profit on under-performed portions of the work, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity, lost or reduced bonding capacity.

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE OWNER'S ENGINEER

1. Owner's Engineer as Owner's Representative

The Owner's Engineer will provide project management services as described in the Contract Documents, and will serve as the Owners representative during construction, and until final payment is certified. The Owner's Engineer will consult with and advise the Owner. The Owner's Engineer will have the authority to act on behalf of the Owner only to the extent as provided in the Contract documents.

The Owner's Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, Contractor, Subcontractors, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that the Owner's Engineer's obligations are to the Owner, and in performing such obligations the Owner's Engineer may consequently alter the burdens and expense of such other parties. If the Contractor claims additional cost or time on account of the Owner's Engineer's performing such obligations, the Contractor shall give notice as provided in Article 13.

The Owner and Contractor shall communicate through the Owner's Engineer. Communications by and with the Owner's Engineer and Owner's Engineer's consultants shall be through the Architect. Communications by and with subcontractors and suppliers shall be through the Contractor. Communication by and with other Contractors working on the site which are not parties to this Agreement shall be through the Owner.

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Architect will perform site inspections at critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Architect will have authority to reject work which does not comply with the Contract Documents. Wherever considered necessary, the Architect may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Architect undertaken while providing administration of the Contract shall not be construed as either supervision or coordination, since these are solely the Contractor's responsibility.

3. Review and Approval of Contractor's Submittals

The Architect will review and approve the Contractor's Submittals, such as shop drawings and product samples, for the limited purpose of checking for compliance with the Contract Documents. The Architect's review does not relieve the Contractor of his obligations under the Contract to comply with the plans and specifications.

The Architect's approval of a submittal which contains a deviation which has not been specifically called to the Architect's attention excludes approval of that deviation and shall not serve as a waiver of the rights of the Architect or Owner unless the Architect makes specific written acceptance of said deviation on the Architect's letterhead or Owner makes specific written acceptance of said deviation on the Owner's letterhead.

4. Interpret Plans

The Architect will provide interpretations of the Plans and Specifications for compliance with the Contract Documents. The Architect's response to interpretation requests shall be made with reasonable promptness, or a maximum of 15 days from the date of written request.

Interpretations of the Architect will be consistent with the intent of the Contract Documents and will be documented in writing or in the form of plans and drawings.

The Architect may, as the Architect judges desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to the Contractor, and provided such drawings or information are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or information, the Contractor shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

The Architect will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes shall be implemented by issuing a Construction Change Directive which shall be immediately binding on the Contractor upon receipt.

6. Certifying Applications for Payment

Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review amounts due the Contractor and will, upon approval by Owner, issue Certificates for Payments.

7. Preparing Change Orders

The Architect will prepare Change Orders for approval by the Owner.

8. Substantial Completion and Acceptant Reviews

The Architect will conduct inspections, and if Work is found Substantially Complete by the Owner and Architect, establish the date or dates of Substantial Completion and the date of Final Completion. The Architect will receive and forward to the Owner for the Owners' review, project records, written warranties and related documents required by the Contract and assembled by the Contractor. The Architect will issue a final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the Owner.

B. OBLIGATIONS OF THE OWNER

1. Project Manager

The Owner will designate a Project Manager, through which the City will communicate with the Architect and Contractor.

2. Information Provided by Owner

The Owner shall furnish surveys describing physical characteristics of the site, and utility locations.

Information or services requested by the Contractor and under the Owner's control shall be promptly supplied to the Contractor in order to promote orderly progress of the Work. Such information and services will be provided to the Contractor free, unless otherwise provided in the Contract Documents.

The Owner will furnish the Contractor, free of charge, a maximum of ten sets of Construction Documents.

The Owner disclaims any responsibility for information not expressly set forth in the plans or specifications. Therefore, the Owner shall not be responsible for archived information or other information that may be in the Owner's possession or control, but which has not been utilized by the Project Architect and expressly contained, depicted, or otherwise expressly set forth in the Contract Documents.

3. Permits

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

4. Owner's Right to Stop Work

If the Contractor fails to correct Work which is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may order the Contractor to stop work or any portion thereof until the cause of such order has been eliminated. Such an order must be in writing.

5. Owner's Right to Carry Out Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the Owner may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by the default, neglect, or failure.

6. Interpretation of Contract Documents and Performance

In all matters concerning performance under this Agreement and requirements of the Contract Documents, the Owner's interpretation will prevail.

7. Approving Substantial Deviations

The Owner will approve in writing all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the Intent of the Contract Documents.

8. Owner's Right to Expedite Schedule

If Owner determines, in its reasonable opinion, that the performance of the Work as of any date during construction has not progressed or reached the level of completion required by the Contract Documents and/or the construction schedule acceptable to Owner, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents and the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by Owner pursuant to this paragraph. The Owner may exercise the rights furnished hereunder or specifically pursuant to this paragraph as frequently as Owner deems reasonably necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule and the Contract Documents.

Such changes shall be affected by a Change Order signed by the Contractor, Architect, 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 Architect 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 Architect, 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 Architect 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 Architect.

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 Architect or, the Owner's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5. Inspection of Work

The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the Contractor's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7. Warranty

The Contractor warrants to the Owner that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work will be free from defects. Work not conforming with these requirements, including substitutions not properly approved and authorized, may be considered defective.

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare and submit to the Architect 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 Architect. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

The Contractor shall maintain the following project records at the project site:

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda
- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data

- Samples
- Required Submittals
- Superintendent's Log

Records shall be maintained in good order and, marked to reflect current changes and selections made during the construction process.

Records shall be available to the Architect and Owner and, with the exception of the Superintendent's Log, shall be delivered to the Architect 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 Architect; and weather conditions including dates, times, and amount of rainfall received.

10. Approval of Shop Drawings and Other Submittals

The Contractor shall review, approve, and submit to the Architect Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Architect prior to their implementation. The Contractor shall perform no portion of the Work requiring submittal and review of these or similar data until approved by the Architect. Such Work shall be accomplished in accordance with approved Submittals.

The Contractor shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the Contractor or for the Contractor by a Subcontractor or Supplier of the Contractor. The Architect shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Architect's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of Contractor or any third party against the Owner or Architect.

By submitting the materials described above to the Architect for approval, the Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Documents. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Architect makes specific written acceptance of said deviations on the Architect's letterhead.

11. Use of the Project Site

The Contractor shall confine operations to the Site as designated by the Owner, and shall confine operations and activities to those permitted by law, ordinances, permits, and the Contract Documents; and should not unreasonably encumber the site with materials or equipment. The Contractor is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

The Owner will be responsible for resolving disputes between the Contractor and other Contractors with which the Owner has a separate Agreement concerning use of the Project Site.

12. Cleanup of Project Site

The Contractor shall keep the premises and surrounding area reasonably free of rubbish, waste materials, or debris caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the Owner's satisfaction. Should the Contractor fail to clean up as provided in the Contract Documents, the Owner may do so and the cost charged to the Contractor through a deductive Change Order or Construction Change Directive.

13. Observations and Inspections

The Contractor shall provide Owner and Architect 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 Architect'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 or Architect has not specifically requested prior observation, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement shall be born by the Owner and implemented through a Change Order recommended by the Architect and approved by the Owner. If such Work was inspected and found not to be in conformance with the Contract Documents, the Contractor shall pay the cost of uncovering and replacement without a change in Contract Time.

14. Correcting Rejected Work

The Contractor shall promptly correct Work rejected by the Architect for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear

the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or necessary administrative costs.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if such Termination has been exercised by the Owner.

If the Contractor fails to correct nonconforming Work within ten (10) days or such reasonable time as may apply, the Owner may complete the work in accordance with the provisions in Article 9-B-5 and 9-B-8 of this Agreement.

15. Acceptance of Non-Conforming Work

The Owner may at his option accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

16. Tests & Inspections

Tests, inspections and approvals of portions of the Work required by law, ordinance, rules, regulations, or other orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals, and shall be responsible for paying testing, inspection, and reinspection fees.

Other tests, inspections, and approvals required by the Contract Documents shall also be made at the appropriate times. The Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratories or entities designated by the Owner. The Owner shall bear the costs related to these tests, inspections and approvals.

For all tests and inspections conducted under this section, the Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that observations may be made.

If tests or inspections reveal failure of portions of the Work to comply with the Contract Documents, or approval is not secured from a public authority having jurisdiction over the project for a portion of the Work covered by the Contract Documents, the Contractor shall bear all costs made necessary by such failure.

Certificates of testing, inspection or approval shall be secured by the Contractor and promptly delivered to the Architect

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the Contractor will furnish in writing to the Architect the names of persons or entities, including Subcontractors, material suppliers, equipment suppliers, and fabricators proposed for Principal Portions of the Work. After conferring with the Owner, the Architect will promptly inform the Contractor in writing whether or not there are reasonable objections to the any of the proposed persons or entities unto which the Contractor proposes to enter into an Agreement.

2. Rejection of Subcontractors

Neither the Contractor nor the Owner shall be required to Contract with anyone to whom either party has made a reasonable objection; excepting instances where the Contract Documents require use of a material, equipment, or other product for which there is no acceptable alternate supplier or installer.

3. Removal of Subcontractors

The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

By appropriate Agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, under this Agreement, assumes toward the Owner.

Each Subcontract shall preserve and protect the right of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that Subcontracting thereof will not prejudice such rights and shall allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against the Contractor that the Contractor has against the Owner.

In all Contracts between the Contractor and Subcontractor, suppliers, or fabricators, the Owner will be named as third party beneficiary.

Each Subcontract for a portion of the Work is assigned by the Contractor to the Owner under these conditions:

- Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 8-2 of this Agreement.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

The Owner reserves the right to perform construction or operations related to the Project outside the scope of this Agreement with Owner's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Agreement.

2. Owner to Provide Coordination

The Owner shall provide for coordination of activities of the Owner's own forces and for Contractors under a separate Agreement to provide construction services on the Project Site. If part of the Contractor's Work depends upon prior Work performed by the Owner or other separate Contractors, the Contractor shall, prior to proceeding with that portion of the Work, at least forty-eight (48) hours prior to the start of such activity, report to the Architect apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's previously completed construction is fit and proper to receive the Contractor's Work. Further, Contractor shall cooperate in scheduling the work by providing the Owner with all requested schedule information and shall adjust the sequencing of its work, at no additional cost to the Owner.

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Order or Construction Change Directive executed in accordance with this Agreement.

2. Construction Change Directive

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the Architect. 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 Architect, 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 Architect. 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 Architect plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

The allowance for combined overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, seven and one-half percent (7-1/2%) of the amount due to the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-contractor, seven and one-half percent (7-1/2%) of the amount due the Sub-contractor.

6. Changes in Contract Time

Changes in Contract Time shall be granted only by Construction Change Order. Claims for disputes concerning Contract Time shall be determined in accordance with Article 13 of this Agreement.

7. Changes in Contract Time Due to Weather Conditions

The Contractor shall consider climatic conditions in preparing the construction schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions.

Weather conditions shall not comprise grounds for extension of Contract Time unless the Contractor is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. In making such an assertion the Contractor shall use rain data recorded in the Superintendent's Log, which must include the date, duration and volume of rain recorded at the Project Site for each day, as compared to that recorded for the area closest to the Project Site, as reported by the National Weather Service. The Owner shall determine the criteria for establishing "rain days".

8. Contractor's Obligation to Comply with Construction Change Directives

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work. The Contractor shall promptly comply with the Construction Change Directive whether or not a Construction Change Order has been executed.

9. Effective Date of Change Orders

Construction Change Orders shall become effective immediately upon execution by the Contractor, Architect, and Owner.

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

Contractor Claims must be made by written notice within 14 days after the occurrence of the event giving rise to such Claim or within 14 days after the Contractor would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.

Such written notice of Contractor Claims shall be complete. Written notice which is incomplete and only partially identifies a claim, with wording such as "(time or cost) impact to be determined at a later date" or "we reserve the right to claim additional (time or cost) at a later date" will not be considered.

2. Continuing Performance on the Contract

Pending resolution of a Claim, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the Contractor shall inform the Project Architect 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 Architect will promptly investigate and report to the Owner if field conditions were found to be materially different than those which could have been reasonably found given the criteria indicated above. If field conditions are found to be materially different, the Owner shall prepare a Construction Change Order providing an equitable adjustment in Contract Amount and/or Contract Time.

If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract are justified, the Owner shall so notify the Contractor in writing stating the reasons.

4. Claims for Additional Time

Claims for an increase in Contract Time will be made by the Contractor by presenting a "Request for Delay" (RFD) form to the Architect within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. RFD forms will be supplied to the Contractor by Owner or the Architect.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Construction Change Order. Timely presentation of a RFD form is the prerequisite for obtaining a Construction Change Order. The Construction Change Order shall address any and all Claims based on said occurrence. With respect thereto, Contractor agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or the Architect or attributable to the Owner or the Architect, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. Contractor hereby waives any and all other Claims based on said occurrence which are not addressed by the Construction Change Order.

Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

Owner's liability to Contractor for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract including, but not limited to, claims for payment by Owner of the costs, damages, or losses because of changed condition under which the Work is to be performed or for additional Work, shall be governed by Article 12-4 and must be submitted in strict accordance with the following provisions:

All Claims must be submitted as a Request for Construction Change Order in the manner provided herein;

- Contractor must submit a Notice of Claim to the Owner and to the Architect 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 Architect and 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, in consultation with the Architect, 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 or the Architect 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 Architect shall notify the Contractor in writing that the Owner shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the Owner shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

If there is surety and there appears to be a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury of Damage to Person or Property

If any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others whose acts such party is legally liable; written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to the Claim is to be asserted, it shall be filed as a Claim pursuant to the conditions of this Article.

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

The Owner may release a Designated Portion of the Work under this Contract upon the issuance of a Certificate of Substantial Completion for the Designated Portion. Subsequent to said release, the Owner may make payment to the Contractor up to the pro-rated amount of the Contract Amount which is allocable to the value of the Designated Portion of the Work under the Contract. Payment under this provision may be made in full with no retainage or, a lesser retainage, at the sole discretion of the Owner.

Further, the parties agree that in the event the Owner releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the Contractor agrees that all insurance required by the Contract Documents will remain in full force and effect until final acceptance of the entire Work by the Owner.

2. Substantial Completion

When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Architect 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 Architect will make an inspection, and with the approval of the Owner, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Architect'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 Architect.

The Contractor may request additional inspections by the Architect as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and shall establish responsibilities of the Owner and Contractor for:

- Security
- Maintenance
- Water, sewer, electric and other utilities
- Damages to the Work; and
- Insurance Responsibilities

The Certificate shall also establish the time within which the Contractor shall finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor, certification by the Architect, and approval by the Owner, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

3. Final Acceptance and Payment

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Architect shall promptly inspect the Work. When the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect shall issue a Certificate for Final Payment.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Architect all information required in the Contract Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, final payment, nor any remaining retainage, shall be due until the Contractor executes and presents to the Owner a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to the Owner. Acceptance of final payment by the Contractor shall comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Agreement.

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

1. Compliance with Federal, State, and Local Laws, Ordinances, and Regulations

Contractor agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not necessarily limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity Act which prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Trench Excavation System & Shoring standards as adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act)

2. Safety of Employees and Property

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- Employees on the Project Site and other persons who may be affected thereby;
- The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
- Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Architect 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 and Architect.

The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger its safety.

3. Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in this Agreement.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Owner, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Owner and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Owner shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Owner before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Owner may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2. Waiver of Subrogation

The Owner and the Contractor waive all rights against each other for damages caused by perils coverage by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and the Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner and the Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their subcontractors and

suppliers.

The Owner waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

3. Contractor's Insurance

The Contractor shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the Owner in writing.

The Contractor's insurance, and the insurance of any other party bound to the Contractor, shall be considered primary. The Owner's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement.

4. Loss Deductible

The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the Contractor.

5. Subcontractor's Insurance

The Contractor shall require each of his Subcontractors to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his Subcontractors in his policy as required in this Article.

6. Certificate of Insurance

The Owner shall be furnished proof of insurance coverage as follows:

- The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the Owner and a copy to the Architect at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the Owner and such Certificate shall clearly state all the coverages required in this Article
- If requested by the Owner, the Contractor shall furnish complete copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Contractor or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Contractor's obligations to fulfill the requirements of this Article.

7. Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Workers' Compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to Owner for the protection of employees not otherwise protected.

8. Liability Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect Owner from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- The Contractor is required to continue to purchase products and completed operations coverage for Work performed under this Agreement for a minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owner and hired automobiles and employee non-ownership use.

9. Builder's Risk Coverage

The Contractor shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form issued to provide coverages on an "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Contractor, Owner, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the Owner prior to final acceptance and payment by the Owner.
- The Owner being named as an additional insured.

10. Payment and Performance Bond

Contractor shall provide Owner with a Payment and a Performance Bond in the amount of the Contract Price within ten (10) days of the Notice of Award of Contract. Failure to provide the bond(s) shall result in this Agreement becoming null and void. No action on the part of the Owner shall be deemed to waive this requirement except a written amendment to this Agreement. Said bonds shall be in substantially the same form as in Section 255.05, Florida Statutes.

Additionally, bonds must meet the following specifications:

- The surety company shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida and be doing business in the State of Florida
- The surety company shall have a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 and 9308, Title 31, of the United States Code.
- The surety company shall be in full compliance with the provisions of the Florida Insurance Code
- The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
- The surety company shall have at least a Policy Holding's Rating of "A-" and Financial Rating of VI in the latest issue of "Best's Key Rating Guide".

Alternative forms of security as described in Section 255.05, Florida Statutes, are acceptable where approved by the Owner in writing.

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

1. The Commencement of Statutory Limitation Periods Between the Owner, Contractor and assignees are as follows:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.
- Between Substantial Completion and Final Certificate for Payment. As to acts or failure to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued

in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Email delivery shall also constitute delivery of written notice, and may, at Owner's sole discretion, include US Mail with proof of delivery in addition to the email.

4. Limitation of Liability

The Owner shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights or obligations under a Subcontract.

The Architect shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Architect (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation.

5. Attorney Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, acts of terrorism, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, rules, ordinances, rules of regulations. The Contractor or Owner may suspend its performance on any assignment as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Contractor or Owner shall resume its performance as soon as is reasonably possible.

8. Contractor Not A Third Party Beneficiary

Contractor understands and agrees that it shall look only to the City/Owner for payment and that it is not a third party beneficiary or in any manner otherwise a beneficiary of that certain Interlocal Agreement between the City of Fernandina Beach and Nassau County, Florida regarding payment of invoices on this project. Contractor, for good and valuable consideration contained in this Agreement does hereby irrevocably waive any right it might claim to seek payment from Nassau County, Florida for work performed on this project.

9. Public Records Law and Obligations

Pursuant to Section 119.0701, Florida Statutes, Contractor shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF the parties have executed the Agreement on the day and date first above written.

OWNER: The City of Fernandina Beach

Dale L. Martin, City Manager

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR:

Contractor's Name:

Title/Officer

ATTEST -

APPENDIX I - DEFINITIONS

Allowance - An amount included in the contract amount to be used exclusively for equipment, materials, or some other purpose specified in the Contract Documents and whose use is under the control of the Owner.

Application for Payment - A formal written request for payment submitted by the Contractor to the Architect for payment for work performed pursuant to this Agreement.

Architect - The design professional retained by the Owner responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

Bid - A properly signed proposal to do the work, or designated portion thereof for the stipulated sum indicated on the bid form and supported by data required by the Bid Documents.

Bid Documents - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a contractor will be selected and the work will be performed, and the technical specifications for the equipment, goods, or services being procured.

Certificate for Payment - An application for payment which has been signed by the Architect, who certifies that the pay request is proper and all representations made by the Contractor are correct.

Certificate of Substantial Completion - A form signed by the Architect certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the Owner for its intended purpose.

Change Order - A form documenting the Contractor's and Owner's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

Claim - A demand or assertion by one of the parties to the Agreement for an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the Owner and Contractor concerning the manner in which work is being performed.

Construction Change Directive - An order signed by the Architect instructing the Contractor to change the Work.

Construction Schedule - An action plan summarizing how the Contractor proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

Contract/Agreement - The Agreement between the Owner and the Contractor as defined by the Contract Documents.

Contractor - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract.

Contract Amount - The stipulated sum to which the Owner agrees to pay the Contractor for performing the work described in the Contract Documents, as modified by Change Order.

Contract Documents - Individual documents which collectively comprise the Contract between the Owner and Contractor, including: 1) the Agreement between the Owner and Contractor, 2) Bid Documents including the invitation to bid, Instructions to bidders and Contractor bid package, 3) Drawings, Specifications, Plans prepared by the Architect which describe the work to be performed, 4) addenda issued prior to execution of the Contract, 5) other documents listed in the Agreement, and 6) modifications issued after execution of the Contract, including: 1) written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

Contract Time - The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work. Contract Time is the time between the Date of Commencement identified in the Notice to Proceed issued by the Owner and the date established in the Agreement for Substantial Completion.

Date of Commencement - The date specified in the Notice to Proceed issued by the Owner specifying when the Contractor may begin work on the Project.

Day - As referenced in this Agreement "Day" includes all calendar days including weekends, holidays, and days of inclement weather.

Drawings & Plans - Graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the work generally including plans, elevations, sections, details, schedules and diagrams.

Final Acceptance - The Owner's final acceptance of the work performed by the Contractor as recognized by making final and complete payment for all work intended by the Contract Documents.

Invitation to Bid - A formal solicitation issued by the City of Fernandina Beach identifying the scope, terms, conditions, and specifications of goods and services procured from private contractors.

Non-Substantial Deviation - A change in the work or - deviation from the plans, specifications, or other Contract Documents which does not change the Contract Amount, Contract Time, or the intent of the Contract Documents.

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the intent to enter into a Contract for the Construction of the Project.

Notice of Claim - A memorandum or letter presented to the Architect detailing a Claim for additional compensation. The memorandum or letter must be labeled "Notice of Claim" and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

Notice to Proceed - A letter issued by the Owner officially communicating the date when the Contractor may begin work on the Project or a designated portion of the Project.

Owner - The City of Fernandina Beach, or the City of Fernandina Beach's authorized representatives.

Partial Occupancy or Substantial Completion of a Designated Portion - Declaration by the Owner that a designated portion of the work has been completed so that it is ready for occupancy by the Owner for its intended purpose.

Principal Portion of the Work - Work or equipment provided by a Subcontractor with which the Contractor has a direct Contract; and Sub-Subcontractors or other material or equipment providers as designated by the Architect or Project Manager.

Project - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or a part of the work planned for the Project Site.

Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

Project Manual - A volume or volumes usually assembled to describe the work which may include bidding requirements, sample forms, the Contract, and specifications.

Project Manager - The City's authorized agent for communication with the Architect and Contractor and making decisions on the City's behalf as provided in the Contract Documents.

Project Site - The physical location identified in the Contract Documents where work is to be accomplished.

Samples - Physical examples which illustrate the materials, equipment, workmanship, or application methods by which the work will be judged.

Schedule of Values - The amount of money and percentage of the Contract Amount attributable to various components or portions of the work, where prepared in such a form and supported by such data to substantiate its accuracy.

Shop Drawings - Drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work in greater detail than is provided in the plans or specifications.

Specifications - That portion of the Contract Documents comprising written standards and requirements for materials, equipment, construction systems, and workmanship for the work, and performance of related systems.

Subcontractor - A person or entity who has a direct Contract with the Contractor to perform a portion of the work.

Substantial Completion - The stage of construction where the work or designated portion thereof is sufficiently complete so that the Owner can occupy or use the work for its intended purpose.

Substantial Deviation - A change in the work which deviates from the intent of the Contract Documents, Contract Amount, or Contract Time.

Superintendent - The Contractor's authorized representative on the Project Site.

Supplier - A person or entity who provides equipment, material, or other resources required by the Contractor or Subcontractors to perform the Work.

Work - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor in fulfillment of obligations under the Contract. The work may constitute the whole Project or part of the Project.

SECTION 01000
GENERAL PROJECT REQUIREMENTS

PART 1 – GENERAL

1.1 GENERAL

- A. All work shall be conducted under the observation of the Owner's Representative. The Owner's Representative may direct the Owner's Engineer or other Owner consultants to conduct site visits and coordination with Contractor from time to time as construction proceeds, and the Owner's Engineer and other Owner consultants shall have same access privileges as the Owner's Representative. The Owner's Representative shall have free access to any and all parts of the Work at any time. Contractor shall furnish Owner's Representative with such information as may be necessary to keep him fully informed regarding progress and manner of work and character of materials. Presence of the Owner's Representative on-site shall not relieve Contractor from any obligation to fulfill this Contract.
- B. The Contractor is hereby notified that the Owner may have other construction activities ongoing on the project site. This may include, but is not limited to, upland site-civil work. The Contractor shall show other contractors on-site courtesy. Staging areas may be shared and Contractor is required to coordinate with other site contractors. In the event of any conflicts the Contractor shall coordinate with the Owner's Representative.
- C. The Contractor shall be required to conduct the Work in such manner as to obstruct navigation as little as possible. In any case, if the Contractor's plant or support vessels obstructs the navigable waters making it difficult for the passage of any vessels, Contractor's vessels shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the Work the Contractor shall promptly remove from navigable waters or on shore his plant, including ranges, buoys, piles, and other marks placed by him under his contract. Any equipment moored in navigable waters shall be properly marked with lighted buoys.
- D. Prior to construction, the Contractor is required to provide a Notice to Mariners describing the construction operations and work areas. Should the Contractor encounter any unmarked hazards to navigation, it is the responsibility of the Contractor to provide a Notice to Mariners and to immediately notify the Owner's Representative. The Contractor shall provide to the Owner's Representative an original proof of publication for any Notice to Mariners.
- E. Any material that escapes or is lost at any time while being loaded or transported, or which is deposited in locations other than those designated on the Drawings or approved in writing by the Owner's Representative, shall be removed and shall be re-deposited where directed by the Owner's Representative at the Contractor's expense.

1.2 OBSERVATION AND COMMUNICATION

- A. The Contractor shall have available, at the request of the Owner's Representative, the use of equipment and personnel as may be necessary in checking and inspecting the

Work. When requested by the Owner's Representative, the Contractor shall furnish transportation to and from water-based Construction equipment.

- B. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Owner and the cost thereof will be deducted from any amounts due or to become due the Contractor.
- C. Communication among the Contractor's field foremen and superintendents shall be continuous through the use of hand held two-way radios, cellular phones, etc. In the event of any significant problems, the Contractor shall notify the Owner's Representative and develop recommended actions.
- D. The Contractor shall maintain a construction office within the general vicinity of the project work area for the duration of the project. This office shall be open at least during normal daytime working hours. Temporary power and water shall be the responsibility of the Contractor.
- E. If during construction, the Contractor observes items that may have historical or archaeological value, such observations shall be reported immediately to the Owner's Representative so that the appropriate authorities may be notified. A determination will be made as to their significance and what, if any, special disposition of the finds. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent employees from trespassing on, removing, or otherwise damaging such resources.

1.3 CONTRACTOR'S SURVEY AND LAYOUT OF WORK

- A. The Contractor shall complete the layout of the work from the monuments, control data, and elevations established by the Owner's Engineer or a Florida Registered Professional Land Surveyor. The Contractor shall use the reference points established by the Owner's Engineer as the basis for the horizontal and vertical control systems.
- B. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the benchmarks, control data, and elevations established by the Owner's Engineer. It shall be the responsibility of the Contractor to protect and maintain all permanent and temporary benchmarks, stakes and other markers established by the Owner and Contractor throughout the construction of the project unless authorized to remove them by the Owner's Representative. If the benchmarks or temporary markers are destroyed or damaged by the Contractor prior to their authorized removal, at the discretion of the Owner's Representative the benchmarks or temporary markers shall be replaced and the cost deducted from any amounts due or to become due to the Contractor.
- C. The Contractor shall be responsible for all measurements that may be required for the execution of the work, subject to modifications that the Owner's Representative may require to meet changes in conditions at the work site. All temporary markers and stakes placed by the Contractor must be removed upon completion of the project.

1.4 MEASUREMENT FOR PAYMENT

A. The Contractor shall contract directly with a Florida licensed and independent Professional Surveyor. The independent surveyor shall perform all surveys used to substantiate quantities for payment, surveys for acceptance, and as-built surveys. It will be the Contractor's responsibility to coordinate all pre- and post-construction surveys used for pay application and final acceptance with the Independent Surveyor. The Independent Surveyor and Owner's Representative should be notified a minimum of 48 hours prior to the desired time of survey.

1. Minimum Standards: All surveys shall be performed according to requirements of applicable sections of Florida Minimum Technical Standards Chapter 5J-17.051 to 5J-17.053, F.A.C..

B. The Owner reserves the right to make any supplemental surveys to verify/confirm Contractor's surveys.

1.5 DRAWINGS AND DOCUMENTS

A. A minimum of one (1) complete set of Drawings and Documents (with permits) shall be kept in the Contractor's field office at all times during project construction.

B. The Contractor shall maintain a separate set of full-size Drawings, marked up in red, to indicate current, as-built conditions. These drawings shall be maintained at or near the site in a current condition at all times until completion of the work. These drawings shall be available for review by the Owner's Representative at all times. All variations from the Drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the Drawings. The marked-up drawings may be utilized for preparation of the as-built drawings, but may not be substituted for the as-built drawings.

1.6 AS-BUILT DRAWINGS

A. At the completion of the Work, the Contractor shall submit to the Owner's Representative, a set of as-built drawings and all supporting survey data used to compile the as-built drawings. The Contractor will also provide any CAD files created in preparation of the as-built drawings. This information must be submitted to the Owner's Representative within fourteen (14) calendar days of the completion of the Work.

B. The Contractor shall sign the as-built drawings in the following manner: "I CERTIFY THAT THESE DRAWINGS INDICATE CONSTRUCTION AS ACTUALLY PERFORMED AND ARE AN ACCURATE REPRESENTATION OF THE SPECIFIED WORK." The Owner reserves the right to withhold final payment until acceptable as-built drawings have been submitted.

1.7 CONTRACTOR QUALITY CONTROL PLAN

A. The Contractor must submit a Contractor Quality Control (CQC) Plan within 15 days of the Notice to Proceed (NTP). The CQC Plan is the means of assuring that all items

of work are in conformance with the drawings and specifications, and describes the Contractor's inspection and test procedures. The Contractor shall establish and maintain a quality control system for all work to assure compliance with contract requirements and record his inspections and tests under this system, including but not limited to the following:

1. Contractor will be required to prepare and maintain a daily report of operations and furnish copies thereof to the Owner's Representative. A daily report form shall be submitted for review and approval. The form shall at minimum include: a daily equipment report, personnel working, work performed, report weather and significant occurrences. Construction delays, communications, environmental site conditions, testing performed, and change directives shall be summarized on the Daily Report.
2. Take daily progress surveys to assure construction is located in proper positions and elevations, etc.
3. Contractor shall be responsible to ensure that any stockpiled or excavated material and staged construction materials are not allowed to flow or extend outside the designated disposal/work areas.
4. Personnel shall be assigned, or designated, by each subcontractor to perform inspections and control the quality of the work as required. These personnel shall be other than those performing the work being inspected. Qualifications of all quality control personnel must be included in the CQC Plan. Quality Control Personnel may be designated from positions such as the Project Superintendent, non-working foreman or specific quality control representative. Quality control representation must be continually available to oversee field operations.

1.8 CONSTRUCTION SCHEDULE

A construction schedule is to be submitted by the Contractor and include the following:

- A. The Contractor is required to prepare in advance and submit at the time of the project preconstruction meeting a detailed critical path method (CPM) project schedule in Owner-approved software. This schedule is subject to the review and acceptance of the Owner's Representative.
- B. The schedule shall show a complete sequence of construction activities, including submittals, reviews, procurement of materials, inspections and surveys, identifying work for the complete project in addition to work requiring separate stages, as well as any other logically grouped activities. The schedule shall indicate the early and late start, early and late finish, major construction milestones, materials and equipment manufacture and delivery, logic ties, float dates, and duration. Critical path for each identified project milestone, as well as the overall project, shall be included.
- C. The Contractor shall revise and resubmit for approval the schedule as required by the Owner's Representative when progress is not in compliance with the original schedule. The prime contractor shall submit revised project schedules with each and every application for monthly progress payment identifying changes since the previous version of the schedule.

- D. The schedule shall indicate estimated percentage of completion for each item of work at each and every submission.
- E. The failure of the Contractor to submit, maintain, or revise the aforementioned schedule shall enable the Owner, at its sole discretion to withhold up to 20% of the monthly progress payment otherwise due and payable to the Contractor until the schedule has been submitted to and accepted by the Owner's Representative as to completeness and conformance with the required provisions.
- F. No changes shall be made to the construction schedule without the prior written approval of the Owner's Representative. Any progress payments made after the scheduled completion date shall not constitute a waiver of this paragraph or any damages.
- G. The Contractor shall submit monthly to the Owner's Representative an updated CPM schedule and narrative report. The report shall identify potential problem areas; current and anticipated delaying factors and their impact; actions taken or proposed; proposed changes in CPM schedule logic; out of sequence work; and any other topics related to job progress or scheduling. The Contractor shall update the most recent schedule to incorporate all current schedule information, including actual progress, approved adjustments of time and proposed changes in sequence and logic.
- H. Progress status shall be evaluated by the activities on the critical path at the time of updating. If the current updated CPM schedule indicates that the contract progress is 10 days or more behind the planned schedule, as determined by the Owner's Representative, the Contractor shall submit to the Owner's Representative a revised CPM schedule with an explanation of corrective action to be taken or proposed by the Contractor to complete the project within the time specified. Negative float indicates the activities are behind schedule and positive float indicates status ahead of schedule or a non-critical activity.
- I. If the Contractor or the Owner's Representative considers that an accepted or anticipated change will impact the critical path or contract progress, a schedule analysis and revised CPM schedule supporting the proposed adjustment of time shall be submitted to the Owner's Representative for discussion, review and acceptance. All changes shall be shown as separate activities or groups of activities and entered into the relevant part of the accepted network schedule current at the time of change. If such a revision is not available, the Owner's Representative may, at his option, construct and utilize the project as-built schedule, or other recognized method of delay impact analysis. In case of a deductive change reducing the quantity of work to be done under affected activities, the estimated duration of these activities shall be adjusted to reflect the reduced quantities of work. The Contractor shall submit a written report, describing the adjustments and reasons for the adjustments, and the impact of the changes.
- J. Changes or delays that do not affect the controlling operation or operations on the critical path will not be considered as the basis for a time adjustment. Changes or delays that do affect the controlling operation or operations on the critical path will be considered in granting an extension of time for completion of the contract only if the total float is absorbed by the delay.

1.9 CONTINUATION OF WORK

- A. All work shall continue until: (1) progress has reached substantial completion for the project; or (2) the Owner has issued an order to the Contractor to cease operations.

1.10 SUBMITTALS

- A. Refer to Specifications Section 01300, Submittals for requirements.
- B. Submittals must be included in the CPM activity analysis. Contractor must allow ample time for the review process of a submittal (a minimum of 15 days) and lead time to procure materials for incorporation into the work. Within 15 days after Notice To Proceed, the Contractor shall develop a Submittal Register for acceptance by the Owner's Representative. The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the scheduled submittal date shown on the approved Submittal Register.
- C. The Contractor shall submit all items listed on the Submittal Register. The Owner's Representative may request submittals in addition to those listed on the Submittal Register.
- D. The Contractor shall complete "contractor schedule date" column and return two (2) completed copies of the Submittal Register to the Owner's Representative for acceptance within 15 calendar days after Notice to Proceed for acceptance. The accepted Submittal Register will become the scheduling document and will be used to control submittals throughout the life of the contract. The Submittal Register and the progress schedules shall be coordinated.

1.11 CLIMATIC CONDITIONS

- A. On calm days, waves at the project site are generally due to passing vessel wakes in the adjacent waterway. However, prolonged winds from the NNW and WSW can create significant wind waves [see 02852, FLOATING DOCKS Section 1.5 C]
- B. Water levels in the project area are primarily affected by tidal fluctuations of the Atlantic Ocean and the Amelia River. The project area is also subject to storm surges and wave and wind setup due to hurricanes, tropical storms, and extratropical storms. Local estimated tidal ranges and datums for the site are shown on the Drawings and 02852, FLOATING DOCKS Section 1.5 C.
- C. The project area is subject to tropical storms and hurricanes from June through November, and to windy and rainy weather, including severe electrical storms and other sudden and locally severe meteorological occurrences that approach hurricane conditions, during any time of the year. The Contractor shall maintain full-time monitoring of the marine weather broadcasts and other local commercial weather forecasting services that may be available. It shall be the Contractor's responsibility to obtain information concerning rain, wind and wave conditions that could influence his construction operations.

1.12 STORM PREPAREDNESS AND MANAGEMENT PLAN

- A. The Contractor shall maintain full-time monitoring of the local and regional weather broadcasts and avail themselves of such other local commercial weather forecasting services as may be available. These information broadcasts shall be the Contractor's primary source in the decision process to implement action under the approved storm plan.
- B. The Contractor shall submit a Storm Preparedness and Management Plan to the Owner's Representative 15 days prior to commencement of construction.

1.13 NON-CONFORMING WORK

- A. The Contractor shall remove and replace any work not conforming to the Drawings or Specifications upon written order by the Owner's Representative. Any cost caused by reason of this non-conforming work shall be borne by the Contractor.

1.14 ACCIDENT PREVENTION AND FIRST AID PLAN

- A. The Contractor shall submit an Accident Prevention and First Aid Plan to the Owner's Representative 15 days prior to commencement of construction.

1.15 EMERGENCY RESPONSE PLAN

- A. The Contractor shall submit an Emergency Response Plan to the Owner's Representative 15 days prior to commencement of construction. The plan must include at a minimum:
 - 1. A site description and evaluation
 - 2. Assessment and risk analysis
 - 3. Emergency equipment available
 - 4. Medical equipment and personnel available
 - 5. Clean up procedures

END OF SECTION

SECTION 01060
ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.1 SUMMARY

- A. The work specified in this section consists of providing all equipment, materials, and labor and performing all work required to prevent unacceptable adverse environmental impacts, pollution, and damage as a result of construction operations. For the purpose of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and historical purposes. The control of environmental pollution requires consideration of air, water, and land resources.
- B. All environmental resources within the project boundaries and those affected outside the limits of permanent work under this Contract shall be protected throughout project duration and shall be the Contractor's responsibility until notice of final project acceptance. The Contractor shall confine his activities to areas defined by the Drawings and Specifications.
- C. It is the Contractor's responsibility to investigate and comply with all applicable local, state, and federal laws and regulations governing environmental protection. Assurance of compliance with this section by any Subcontractors on the project shall be the responsibility of the Contractor. Where conflicts occur between these Specifications and the regulatory permits (see Appendix), the requirements set forth in the regulatory permits shall govern.
- D. Contractor shall provide and maintain during the life of the Contract, environmental protective measures including, but not limited to, a spill contingency plan and appropriate spill containment equipment. Contractor shall provide environmental protective measures required to correct conditions, such as oil spills or debris that occur during the construction operations. Contractor must comply with all regulations pertaining to protection of water and land resources, and protection from air and noise pollution.
- E. Contractor shall provide temporary erosion and sediment control in all areas affected by the Work. Permanent erosion control will be required on unstabilized slopes. Runoff from disturbed areas within the construction site shall be controlled by construction of berms to retard and divert runoff to detention areas. Other methods (based on Best Management Practices and as specified in the construction authorizations) shall be utilized as necessary to effectively prevent erosion and control sedimentation. Contractor shall submit shop drawings of all proposed erosion control measures including but not limited to silt fence, sandbagging, hay bales and floating silt barriers for approval prior to construction.
- F. Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed by the Owner's Representative.

1.2 ENVIRONMENTAL COMPLIANCE

- A. The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Monitoring of all water resource areas affected by construction activities shall be the responsibility of the Contractor. The Contractor shall not discharge or permit discharge into the waters of canals, waterways, ditches, etc., fuels, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable laws and regulations governing pollution of waters. All work shall be performed in such a manner that objectionable conditions shall not be created in waters through or adjacent to the project areas. Contractor shall conduct any specific monitoring or other related requirements as specified in the construction authorizations.
- B. Noncompliance: The Owner's Representative will notify the Contractor and the applicable regulatory agencies in writing of any observed noncompliance with applicable BMPs and/or laws, regulations or any elements of the environmental permits. The Contractor shall be required to take immediate corrective action. The regulatory agency will determine if any corrective action is required and the Owner's Representative will notify the Contractor. Such actions may include discontinuing construction of the project until the Contractor complies with the Environmental Protection Plan. The Contractor shall comply and require all subcontractors to comply with all applicable Federal, State or local laws or regulations, permits, easements and all elements of the Environmental Protection Plan. The Contractor shall be liable for any actions, fines, damages, or delays resulting from any violation or non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors. The Contractor shall immediately notify the Owner's Representative of any non-compliance with the permits, easements or terms and conditions of the contract documents including the Contractor's Environmental Protection Plan.

PART 2 – PRODUCTS (Section Not Used)

PART 3 – EXECUTION

3.1 GENERAL

- A. Install temporary erosion and sediment control prior to clearing and commencing earthwork. Install turbidity curtains prior to initiating any in-water work. Maintain all temporary erosion and sediment control measures during active construction, until project completion.
- B. Conduct all site work, earthwork, and coastal structures construction operations in a manner to minimize turbidity. Work shall conform to all water quality standards as may be prescribed in the construction authorizations and permits.
- C. The Contractor shall implement a water quality monitoring program. Contractor shall submit details of the methodology, quality control measures, personnel, and schedule to the Owner's Representative prior to commencement of construction, for review and approval. Contractor shall not deviate from approved plans unless provided in writing by Owner's Representative.

- D. The Contractor shall prepare drawings showing locations of proposed temporary excavations or embankments for haul roads, material storage areas, sanitary facilities and stockpiles of debris or spoil materials. The plan shall include the measures to be taken for flagging and marking the limits of use areas.

3.2 ENVIRONMENTAL PROTECTION PLAN

- A. Within fifteen (15) days following Notice of Award, the Contractor shall submit a written Environmental Protection Plan to the Owner's Representative. The Environmental Protection Plan shall include but not be limited to the following:
 - 1. Oil Spill Contingency Plan
 - 2. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
 - 3. Methods for Protection of Features and Habitats to be Preserved within Authorized Work Areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e. all air and water quality, fish and wildlife, soil, historical, archeological and cultural resources, marine turtles, manatees and all marine areas. The Contractor shall provide written assurance that immediate action will be taken to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in the Environmental Protection Plan.
- B. The Contractor shall identify the person responsible for implementing the Environmental Protection Plan. The Contractor's responsible person shall have the responsibility and authority to act on behalf of the Contractor in all environmental protection matters and shall report directly to the Contractor's top management.

3.3 TURBIDITY CONTROL AND WATER QUALITY MONITORING

- A. Contractor shall deploy turbidity/silt curtains with an absorbent device to catch oil, creosote and flotsam around the practical limit of excavation and fill operations to minimize the migration of suspended particles and contain any turbidity generated. The turbidity/silt curtains shall be deployed in a manner set forth to have adequate positioning and anchoring devices to assure their performance. The silt curtain bottom shall be maintained by the Contractor to prevent its migration during various phases of tide and wave action. If the curtain gets damaged during the operation, the Contractor shall suspend the work until the silt curtain is appropriately repaired to provide the protection needed. Similar silt curtains shall be located during construction between the effluent drainage ways and the receiving waters, as well as surrounding all temporary and permanent disposal areas. Should the Contractor know of other more effective turbidity containment devices, he is encouraged to suggest alternative methods for review.
- B. The Contractor shall submit a Water Quality Monitoring Plan which shall be subject to Owner approval prior to any construction, if required by the construction permits. The Contractor shall have an individual familiar with marine construction techniques and water quality monitoring present at the project site during all work activities and construction

activities in open water environments. The individual shall have the authority to alter construction techniques or to temporarily halt construction if turbidity exceeds 29 nephelometric turbidity units (NTUs) above background levels. The qualifications of the individual(s) performing this function shall be submitted for approval to the Owner's Representative prior to construction. The following describes minimum requirements for the Water Quality Monitoring Plan

1. Water quality samples shall be collected at least once daily during active dredging, unless otherwise required by permit approvals or regulations. Samples shall be analyzed within thirty (30) minutes of collection, the results of which shall be reviewed by the onsite supervisor.
 2. Daily summaries of the water quality monitoring data shall be submitted to the Owner's Representative along with the daily construction progress reports and contain the following information:
 - dates of sampling and analysis
 - a statement describing the methods used in collection, handling, storage and analysis of the samples
 - a map indicating the sampling locations
 - a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data
 3. Monitoring reports shall also include the following information for each sample that is taken:
 - time of day samples taken
 - depth of water body
 - depth of sample
 - antecedent weather conditions
 - tidal stage and direction of flow
 - wind direction and velocity, wave conditions
- C. Corrective Actions: In the event of a water quality level violation, as established in the approved Water Quality Monitoring Plan and regulatory approvals, the Contractor shall suspend work and immediately notify the Owner's Representative. The Owner's Representative may direct the Contractor to take corrective action which could include changing methods, relocation of work area or other action at the discretion of the Contractor. Work shall not resume until water quality has returned to within acceptable levels. Any and all turbidity related work stoppages and delays will be considered the responsibility of the Contractor and will not be eligible for the issuance of any additional Contract Time.

3.4 EROSION AND WATER POLLUTION CONTROL

- A. Contractor's program to control water pollution shall include a storm water pollution prevention plan to prevent, to the extent feasible, any net increase in pollution of storm water runoff from entering waterways.
- B. Sediment basins and traps, perimeter berms, filter fences, berms, sediment barriers (hay bales), vegetative buffers and other measures intended to trap sediment and/or prevent the transportation of sediment onto adjacent properties, or into existing waterbodies, must be installed, constructed or, in case of vegetative buffers, protected from disturbance, as a first step in the land alteration process. Provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted.
- C. Water from trenches and excavations, and from spoil dewatering areas, shall be disposed of in such a manner as will not cause injury to public health nor to public or private property, nor to existing work, nor to the work completed or in progress, nor to the surface of roads. Methods of disposal shall not cause erosion or siltation, and shall conform to requirements of the project permits.
- D. Fill material stockpiles shall be protected at all times by on-site drainage controls which prevent erosion of the stockpiled material. Control of dust from such stockpiles may be required, depending upon their location and the expected length of time the stockpiles will be present. In no case shall an unstabilized stockpile remain after thirty (30) calendar days.

3.5 PROPERTY AND VEGETATION PROTECTION.

- A. The Contractor shall not remove, cut, deface, injure, or destroy land resources including, but not limited to vegetation, trees, shrubs, mangroves, vines, grasses, top soil, structures, pavement, fencing, roadways, irrigation equipment and land form unless directed to do so on the Construction Plans. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized by the Owner's Representative. The Contractor shall be responsible for the replacement of any damaged or destroyed property or vegetation, to the satisfaction of the Owner's Representative. Failure to replace damaged or destroyed property or vegetation by the Contractor shall result in replacement by the Owner, and all costs of replacement shall be deducted from monies due or to become due to the Contractor. The Contractor shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors.

3.6 POLLUTION PREVENTION

- A. The Contractor shall continuously monitor and manage all construction activities to comply with the following environmental requirements for pollution prevention. The Contractor shall maintain constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities continue.
 - 1. Air. The Contractor shall make all possible efforts to minimize air pollution. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall comply with the applicable air pollution standards of the State of Florida (Chapter 403 Florida Statutes and others) and all Federal emission and performance laws and standards.

2. Noise Control. The Contractor shall make all possible efforts to minimize noise during operations. All hauling equipment used on this work shall be equipped with satisfactory mufflers or other noise abatement devices. The Contractor shall conduct these operations so as to comply with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, and signals shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety and meeting OSHA minimum standards/requirements.
3. Sanitary Facilities. The Contractor shall supply and maintain, at minimum, one (1) temporary sanitary facility for the use of employees and subcontractors. The facility shall be conveniently located at the Contractor's submitted and approved staging area. Sanitary facilities shall be of an approved chemical type with regular servicing, as approved by the Owner's Representative and the City of Fernandina Beach. The Owner's Representative can direct the Contractor to clean or replace the sanitary facility based on odor.
4. Solid Wastes. Solid wastes shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination of water, soil, or air. No steel, cables, wire, pipe, drums or any other debris shall be disposed overboard. No burial of waste materials by the Contractor will be permitted. The Contractor shall at all times keep the Project Area free from accumulations of waste material or debris caused by his or her employees or work and shall remove same when necessary or required by the Owner's Representative. All receptacles must be maintained and predator proof.
5. Fuel Transfer. On-water transfers of fuel, oil or any hazardous material shall be conducted in accordance with U.S. Coast Guard regulations (including, but not limited to, 33 CFR 156). The Contractor shall be responsible for cleaning and remediation of any spill and impact of petroleum/diesel product.
6. Fuel Dispensing. Secondary containment, which is capable of holding 110 % of the tank contents, must be provided for each fuel storage tank and placed on a level surface. Fuel dispensing areas shall have available a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners directly below the bibb. Edges of the pans shall be 8-inch minimum in depth to ensure that no contamination takes place. Pans shall be emptied immediately after every dispensing of fuel. Should any spilling of fuel occur, the Contractor shall immediately excavate the contaminated ground and dispose of it offsite in an approved area.
7. Oil and Hazardous Material Spills and Containment. The Contractor shall ensure that all hazardous material spills including hydraulic fluid spills are immediately reported to the Owner's Representative. All hazardous material spills shall be immediately cleaned up in accordance with Consolidated USACE Safety and Health Requirements Manual, document number EM 385-1-1 dated 30 November 2014. In accordance with EM 385-1-1, the Contractor shall use suitable methods to prevent the spread of hazardous materials from above ground storage tanks and piping in case of leakage.
8. Bilge Water. Contractors are warned that pumping oil or bilge water containing oil into navigable water or into areas, which would permit the oil to flow into such waters, is prohibited by Section 13 of the Rivers and Harbors Act of 1899 (30 Stat. 1152; 33 U.S.C. 407). Non-compliance with this prohibition is subject to penalties provided for under the referenced acts.

3.7 HISTORICAL, ARCHEOLOGICAL, AND CULTURAL RESOURCES.

- A. If during construction activities, the Contractor observes items that may have historical or archeological value (including, but not limited to, Indian canoes, arrow heads, pottery or physical remains), the Contractor shall immediately cease all related operations. Such observations shall be reported immediately to the Owner's Representative so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition is required. The Contractor shall cease all activities that may result in the disturbance and/or destruction of these resources and shall prevent his/her employees and subcontractors from trespassing on, removing, or otherwise damaging such resources. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the Owner's Representative, and appropriate State of Florida authorities. The Contractor shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract committed by their personnel or subcontractors.

3.8 MANATEE PROTECTION

- A. The Contractor shall continuously monitor and manage all construction activities to minimize interference with, disturbance of, and damage to all fish and other marine life in the project area including manatees. The Contractor shall comply with all conditions of the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. There are civil and criminal penalties for harming, harassing or killing manatees. Any incidental harm caused to a manatee during construction operations must be reported immediately to Florida Fish and Wildlife Conservation Commission (FWC) hotline (888.404.3922), FWC Imperiled Species (Imperiled@myFWC.com), US Fish and Wildlife Service (USFWS) North Florida Ecological Services Office (904.731.3336), and the Owner's Representative. The Contractor shall be liable for any non-compliance with these regulations by the Contractor's personnel or Subcontractors.

3.9 SEA TURTLE AND SMALLTOOTH SAWFISH

- A. The Contractor shall comply with NMFS's Sea Turtle and Smalltooth Sawfish Construction Conditions dated March 23, 2006.

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 – GENERAL

1.1 SUMMARY

This section includes definitions, descriptions, transmittals, and review of compliance and miscellaneous submittals.

Unless noted otherwise, submittals shall be made to the Owner's Representative designated in the Agreement. The Owner's Representative will distribute necessary technical submittal items to the Owner's Engineer and other Owner's Engineering Consultant(s) for review and action. The Owner's Representative or Engineering Consultant(s) may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

1.2 GENERAL INFORMATION

A. Definitions

1. Preconstruction Submittals: General items that are required prior to notice to proceed for commencing work on the site, include certificates of insurance, surety bonds, list of proposed subcontractors, list of proposed products, construction progress schedule, submittal schedule, schedule of values, health and safety plan, work plan, quality control plan, and environmental protection plan.
2. Compliance Submittals: Include shop drawings, calculations, design data (design calculations, mix designs, analyses or other data pertaining to a part of work), product data, samples, test reports, and operations and maintenance information which are prepared by the Contractor, subcontractor, manufacturer, or supplier and submitted by the Contractor to the Owner's Representative as a basis for review (and where required, approval) of the use of equipment and materials proposed for incorporation in the Work or needed to describe installation, operation, maintenance or technical properties.
3. Miscellaneous Submittals: Technical reports, administrative submittals, certificates and guarantees, not defined as shop drawings, calculations, design data, product data or samples.

B. Quality Requirements

1. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
2. Submittals such as drawings and data submitted to the Owner's Representative shall be of the quality for legibility and reproduction purposes with every line, character, and letter clearly legible, and for such drawings as reproducibles usable for further reproduction to yield legible hard copy.
3. Documents submitted to the Owner's Representative that do not conform to these requirements shall be subject to rejection by the Owner's Representative, and upon request, the Contractor shall resubmit conforming documents. If conforming submittals cannot be obtained, such documents shall be retracted,

redrawn, or photographically restored as may be necessary to meet such requirements. Contractor's (or his subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve the Contractor (or his subcontractors) from meeting the required schedule for submittal of drawings and data.

4. Both the Contractor and the Contractor's design Engineer of Record are to stamp and sign to certify that the submittal meets contract requirements. Proposed deviations from the contract requirements are to be clearly identified.

1.3 COMPLIANCE SUBMITTALS

A. Transmittal of Compliance Submittals

1. All compliance submittals shall be submitted to the Owner's Representative by the Contractor. Refer to each section of the Technical Specifications for specific submittal requirements.
2. After checking and verifying all field measurements, the Contractor shall transmit all compliance submittals to the Owner's Representative for acceptance as follows:
 - a. Identify each compliance submittal by project name and number, Contract title and number, and the specification division and article number marked thereon or in the letter of transmittal. Unidentifiable submittals will be returned for proper identification.
 - b. Check and stamp compliance submittals of designers, subcontractors, suppliers, and manufacturers with his approval prior to transmitting them to the Owner's Representative. Stamp each submittal with a uniform, approval stamp. Contractor's stamp of approval shall constitute a representation to the Owner's Representative that the Contractor has either determined and verified all designs, quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has coordinated each compliance submittal with the requirements of the Work and the Contract Documents.
 - c. At the time of each submission, call to the attention of the Owner's Representative in the letter of transmittal any deviations from the requirements of the Contract Documents.
 - d. Following completion of the Work and prior to final payment, furnish those drawings necessary to indicate "as constructed" conditions, including field modifications, in the number of copies specified. Furnish additional copies for insertion in equipment instruction books as required. All such copies shall be clearly marked "AS CONSTRUCTED".
 - e. Work requiring a compliance submittal shall not be commenced or shipped until the submittal has been stamped "Approved as Submitted" or "Approved as Noted" by Owner's Representative.

B. Quantity Requirements

1. Except as otherwise specified, the Contractor shall transmit all requested submittals as follows:
 - a. Initial Submittal – 4 copies to Owner's Representative; 2 copies will be returned to Contractor.
 - b. Resubmittals – 4 copies to Owner's Representative; 2 copies will be returned to Contractor.
 - c. Submittal for Final Distribution – 4 copies plus the number of copies required by Contractor, to Owner's Representative.
 - d. Transmit submittals of product data as follows:
 1. Initial Submittal – 4 copies to Owner's Representative; 2 copies will be returned to Contractor.
 2. Resubmittals – 4 copies to Owner's Representative; 2 copies will be returned to Contractor.
 3. Submittal for Final Distribution – 4 copies plus the number of copies required by Contractor, to Owner's Representative.
 - e. Transmit submittals of material samples, color charts and similar items as follows:
 1. Initial Submittal – 4 copies to Owner's Representative.
 2. Resubmittals – 4 copies to Owner's Representative.
 3. Upon acceptance, 2 samples will be returned to Contractor.
 - f. Transmit submittals for reference only – 4 copies to Owner's Representative.

- C. Copies of the equipment, Contractor's erection drawings, and other compliance submittals required for the installation of equipment furnished by others under separate contract for installation under this Contract shall be transmitted to Contractor by Owner's Representative in the final distribution of such submittals.

1. Owner's Representative's Review

- a. Owner's Representative will review and return submittals to Contractor with any appropriate notations.
- b. Owner's Representative's review is for conformance with the design concept of the project and compliance with the information given within the Contract Documents only. The acceptance of a submittal by the Owner's Representative shall not be construed as a complete check, but will indicate only that the design, general method of construction, materials, detailing and other information are satisfactory. Acceptance will not relieve the Contractor of the responsibility for any error that may exist, as the Contractor under requirements of this contract is responsible for the dimensions, design (where applicable), details, coordination, and satisfactory construction of all work.

Failure of the Owner's Representative to note a non-compliance will not prevent later rejection when the non-compliance is disclosed.

- c. Minimum time for Owner's Representative's review of submittals (including all resubmittals) shall be 7 business days.
2. Compliance Submittal Actions Possible: Owner's Representative's review actions notations will appear on all compliance submittals of Contractor when returned by Owner's Representative. Possible review status designations by the Owner's Representative are defined as follows:
- a. NO EXCEPTION TAKEN – signifies that content of the submittal conforms to the design concept, complies generally with the intent of the Contract Documents, and is approved for incorporation in the Work. Contractor is authorized to proceed with fabrication or procurement of the items and with related work covered in the submittal.
 - b. FURNISH AS CORRECTED – signifies content of the submittal conforms to the design concept, complies generally with the intent of the Contract Documents, and is approved for incorporation in the Work in accordance with Owner's Representative's notations, provided that the Contractor takes no exception to the notations. Contractor is to proceed with fabrication or procurement of the items and with related work in accordance with Owner's Representative's notations.
 - c. REVISE AND RESUBMIT – signifies that content of the submittal appears to conform with the design concept and comply with the intent of the Contract Documents, but information is either insufficient in detail or contains discrepancies which prevent Owner's Representative from completing his review. Contractor is to resubmit revised information responsive to Owner's Representative's annotations on the returned submittal or written in the letter of transmittal. No work shall proceed for this item until resubmittal is accepted.
 - d. REJECTED – signifies submittal is incomplete or does not conform to the design concept or comply with the intent of the Contract Documents. No work shall proceed for this item until resubmittal is accepted. Contractor shall resubmit rejected compliance submittals that are responsive to the Contract Documents.
 - e. REVIEW NOT REQUIRED – signifies submittals which are not required by the Contract and considered for supplementary information only. Owner's Representative may review such submittals for general content, but not for substance. A copy will be included in the project file for information only.

1.4 MISCELLANEOUS SUBMITTALS

- A. Transmittal of Miscellaneous Submittals: All miscellaneous submittals furnished by subcontractors, manufacturers, and suppliers shall be submitted to the Owner's Representative by Contractor unless otherwise specified.

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1. Identify each miscellaneous submittal by project name and number, Contract title and number, and the specification division and article number marked thereon or in the letter of transmittal.
2. At the time of each submission, call to the attention of the Owner's Representative in the letter of transmittal any deviations from the requirements of the Contract Documents.

B. Quantity Requirements

1. Technical reports and administrative submittals, except as otherwise specified – 3 copies to Owner's Representative.
2. Written certificates and guarantees – 3 copies to Owner's Representative.

C. Test Reports

1. Responsibilities of Contractor and Owner's Representative regarding tests and inspections of equipment, materials, and completed work are set forth elsewhere in these Contract Documents.
2. The party specified responsible for testing or inspection shall in each case, unless otherwise specified, arrange for the testing laboratory or reporting agency to distribute test reports as follows:
 - a. Owner's Representative – 2 copies.
 - b. Contractor – 2 copies.
 - c. Manufacturer or Supplier – 1 copy.

D. Owner's Representative's Review

1. Owner's Representative will review miscellaneous submittals for indications of work or material deficiencies.
2. Owner's Representative will respond to Contractor on those miscellaneous submittals that indicate work or material deficiency.

1.5 PRECONSTRUCTION SUBMITTALS

- A. Preconstruction submittals shall be subject to the same transmittal, quantity, and review requirements as Miscellaneous Submittals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02325
DREDGING AND DISPOSAL

PART 1 – GENERAL

1.1 SCOPE

- A. The Work consists of: (i) furnishing all plant, labor, equipment, supplies and material, (ii) performing all operations in connection with excavating and conveying of the material to shore, (iii) transferring the dredged material to an approved disposal site, and (iv) returning the dredged material truck loading area to pre-project conditions or better. Federal and State Permit requirements take precedence over these Specifications in any case of discrepancy between the documents. It is the Contractor's responsibility to comply with all facets of the Federal and State Permits (see Appendix) or be subject to the penalties levied as a result of any variances. All costs associated with completing the work shall be borne by the Contractor.

1.2 PLAN OF WORK AND SCHEDULE

- A. Prior to commencement of work, the Contractor shall propose the Plan of Work and the staging/loading areas to the Owner's Representative. The Work Plan will include the construction schedule, access routes, equipment for dredging, disposal, and transport, dredge positioning methods, and a plan for the protection of existing structures and marshlands. The locations of the project limits are shown in the Drawings. Access routes for the upland relocation of material shall be limited to established highways as much as feasible in order to minimize impacts to residential areas and streets.
- B. The Owner reserves the right to alter the order of the work within the project limits. Priority areas shall be dredged first if deemed practicable by the Owner's Representative.
- C. Following the Notification to Proceed and prior to construction, the Contractor shall schedule and hold a Pre-construction meeting with the Owner, Owner's Engineer, and other relevant agencies to ensure that all documentation, plans, and schedules have been adequately submitted and approved and that the planned efforts are in compliance with the permits. Prior to the end of the construction window, the Contractor shall have completed excavation operations to the limits and elevations specified in the plans and transferred all adequately dewatered material to an approved final disposal site.

1.3 MEASUREMENT OF QUANTITIES

- A. Pre- dredge survey of the marina basin was performed by the Owner and is shown on the Drawings. It is required that the Contractor utilize a Florida Professional Surveyor and Mapper (PSM) to confirm/establish local horizontal and vertical control prior to construction, and to perform the post-dredge survey to verify final depths. The bathymetry survey shown on the Drawings reflects the existing conditions at the site as of at the time as of March 2017.
- B. The Owner's Engineer will compare the pre- and post-dredge surveys to determine whether project lines and grades have been satisfactorily met to ensure that the work is complete to the specifications.
- C. Contractor shall conduct progress surveys as Contractor deems necessary to demonstrate percentage completion during dredging and prior to the final post-dredge survey. Any such surveys shall be plotted in a cross-section format which includes the dredging template and provided to the Owner's Representative.

- D. Dredging below grades indicated on the Drawings or outside the limits of the dredging template is prohibited and is in violation of the Permits.

1.4 BASIS OF PAYMENT

- A. The CONTRACT PRICE shall include all (i) excavation indicated on the Drawings, (ii) conveyance to and disposal of the whole of this material in the Contractor's approved temporary final disposal sites, (iii) restoration of the loading/staging area(s) to pre-project conditions, and (iv) all surveys and monitoring required by Federal and State permits.

1.5 LAYOUT OF WORK

- A. From the monuments, control data, and elevations established or confirmed by a licensed surveyor, the Contractor shall complete the layout of the Work. The Contractor shall be responsible for all measurements that may be required for the execution of the Work, subject to modifications that the Owner's Representative may require to meet changes in conditions at the work site. Reference monuments are included on the Drawings. Additional monuments can be located at www.ngs.noaa.gov.

1.6 DREDGING PLANT

- A. The Contractor agrees to keep on the job a dredging plant that shall meet the requirements of the Work. The plant and equipment shall be specified and included with the bid. The plant shall be maintained in an operating condition capable of safely and efficiently performing the Work as set forth in this Specification. The plant shall be subject to inspection by the Owner's Representative or Owner's Engineer at all times. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Owner's Representative. The measure of the "capacity of the plant" shall be its actual performance on the work to which these Specifications apply. The Owner's Representative, at their discretion, may order a field test of the capacity of the plant at the Contractor's expense. If the plant, in the Owner's Representative's opinion, is not of sufficient capacity, the Owner's Representative may direct the Contractor to replace the plant(s) with larger capacity plant(s) at the Contractor expense, or to increase the number of personnel working on the project at the sole expense of the Contractor.
- B. The dredge and other marine equipment shall be capable of operating in the conditions at the Fernandina Harbor Marina. All internal combustion engines shall be muffled to diminish noise.
- C. All scows must be maintained in a sea-worthy condition, the coamings repaired and the pickets provided with proper doors or appliances to prevent leakage of material. Crew boats, fuel barges and all other necessary work boats as required for the efficient operation of the dredge shall be provided by the Contractor and maintained in a sea-worthy, safe, and an environmentally-sound condition. The Contractor shall supply an Equipment Location Plan detailing the typical setup of all on-site equipment during the construction process as well as planned relocation efforts during specified times of work stoppage. The use of any public area for proposed relocation areas or temporary mooring locations during times of work stoppage must be approved by the Owner's Representative prior to relocation/mooring operations occurring.

1.7 PHYSICAL DATA

- A. GENERAL. Data and information furnished or referred below is for the Contractor's information only. The Owner shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- B. SITE GEOLOGY. Sediment has settled into the basin and significantly filled in the basin. This project site has been historically used for berthing and boat launching activities. The sediments to be dredged are generally expected to be fine-grained (silts and clays) with a high water content (60% to 80%) with only about 2% to 3% sand-sized particles or larger. The Contractor is referred to the available geotechnical reports and data which are Appended to these Specifications. While tested samples may be representative of subsurface conditions at their respective locations, local variations are to be expected and the Contractor should be aware that it is possible for material of differing characteristics to be present in the dredge template. Should any questions or discrepancies arise relative to this data, the conditions shall be independently confirmed by the Contractor at the Contractor's expense. The Contractor is advised that some maritime debris may be present from previous site uses and construction operations, and may consist of chunks of concrete, timber and/or metal beams and piles, anchors, and other miscellaneous maritime debris. The Owner has not conducted detailed surveys to locate existing debris within the excavation limits. However, the whole of the dredge template has been maintenance dredged in the past.
- C. LOCAL WEATHER. The project area is subject to tropical storms and hurricanes from June through November, and to windy and rainy weather, including severe electrical storms and other sudden and locally severe meteorological occurrences that approach hurricane conditions, during any time of the year. The Contractor shall maintain full-time monitoring of the NOAA marine weather broadcasts and avail themselves of such other local commercial weather forecasting services as may be available. It shall be the Contractor's responsibility to obtain information concerning rain, wind, and wave conditions that could influence his dredging and disposal operations. References are made to the following source that contains climatological and meteorological observations and data.
1. Local Climatological Data – NOAA National Centers for Environmental Information (<https://www.ncdc.noaa.gov/climate-information>).
- D. UTILITIES. The Contractor is advised to take whatever precautions necessary to protect existing utilities. At a minimum, 72-hour notice is required prior to the start of any excavation. Contractor shall contact the local utility provider(s) prior to the start of any excavation.

1.8 OBSTRUCTION OF NAVIGABLE WATERS

- A. The Contractor shall be required to conduct the work in such manner as to obstruct navigation in the marina and adjacent entrance channel as little as possible, and in case the Contractor's plant so obstructs the navigable waters as to make difficult or endanger the passage of any vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under his contract in navigable waters or on shore. Marking and lighting of all vessels shall be in accordance with Federal regulations as defined by the United States Coast Guard.

1.9 PRESERVATION OF HISTORICAL ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. If any shipwreck, artifact, or other objects of antiquity that may have scientific, historical value, or may be of interest to the public are discovered, located and/or recovered, the Contractor shall immediately notify the Owner's Representative.
- B. If during construction, the Contractor observes items that may have historical or archeological value, such observations shall be reported immediately to the Owner's Representative so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent employees from trespassing on, removing, or otherwise damaging such resources.

1.10 OBSERVATION

- A. The Owner's Representative may observe the establishment of horizontal control work (baseline layout, ranges, station flags, shore-based control for GPS, etc.) and vertical control work (tide staff gauges), etc., but the presence of the Owner's Representative or Owner's Engineer shall not relieve the Contractor of their responsibility for proper execution of work in accordance with this Specification. The Contractor will be required:
 - 1. To furnish, on the request of the Owner's Representative or any Quality Assurance Representative (QAR), the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in observing the Work.
- B. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Owner and the cost thereof will be deducted from any amounts due or to become due the Contractor.

1.11 PAYMENT

- A. Owner shall approve payment only for work done in accordance with the requirements of these Contract Documents, and in accordance with the schedule of Bid Prices.

1.12 ERRORS AND/OR OMISSIONS

- A. It is the responsibility of the Contractor to notify the Owner's Representative immediately of any errors and/or omission in the plans, specifications, or permits. Failure to do so will not alleviate any financial, legal, or contractual burden from the Contractor.

PART 2 - PRODUCTS (not used)

PART 3 – EXECUTION

3.1 DREDGING

- A. General Plan. Excavation of all material shall be performed in accordance with the approved work plans and requirements specified and as shown on the Drawings. Excavation from the basin shall be accomplished using a barge-mounted clamshell dredge equipment or other method(s) approved by the Owner. The Contractor shall be required to dredge to a depth not less than that indicated on the Drawings unless modified by the Owner. Dredged material shall be conveyed to shore and transported to an approved final disposal site.

1. Contractor shall avoid all contact with docks, piling, bulkheads, and other structures during excavation. Any damages due to collision or other means by the Contractor shall be the sole responsibility of the Contractor. The Contractor shall coordinate with the Owner's Representative to develop a dredge phasing plan that is acceptable to the Owner prior to commencing the dredging work.
 2. All excavation shall be performed within the limits of the permitted areas as indicated on the Drawings. The Owner's Engineer may grant acceptance for material dredged by box cuts as a result of material sloughing within the lines and grades shown. Contractor shall be responsible for protection of the structures by maintaining any specified offsets.
 3. The material to be removed is generally anticipated to be as described in Paragraph 1.7.B, but the Contractor is expected to examine the site of the work and decide for himself the character of the material. Local minor variations in the subsurface materials are to be expected and, if encountered, will not be considered as being materially different within the scope of the Contract.
 4. Excavation shall continue until excavation has reached: (i) the lines and grades for the project; (ii) permitted time constraints have been reached; or (iii) the Owner has issued an order to the Contractor to cease excavating. Payment shall be made only for quantities excavated from the within the lines and grades established by the Contract and shall be determined by the procedures outlined in these Contract Documents. The Owner reserves the right to stop Work at any time and make payment only for that quantity of material removed from the project limits as approved by the Owner's Representative. The Contractor shall obtain the approval from the Owner before removing material above the total estimate in the Agreement. Material removed above this quantity shall not be paid for without prior approval from the Owner.
- B. EXCAVATION LIMITS. The excavation limits are defined on the Drawings. A 1 ft overdredge allowance for inadvertent removal of material required for the Contractor to reach the designated grades is permitted, but final grades achieved shall not exceed permitted elevations. Work that does not reach the required cut depths will be considered defective. Payment will not be made for material removed outside the tolerances described herein.
- Should changes be made in the proposed limits and grades, the adjusted volume shall be computed by the Owner's Engineer as the difference between the original proposed finished lines and grades and the final approved lines and grades.
- C. ADJACENT STRUCTURES AND ENVIRONMENTAL RESOURCES. A buffer zone of at least 10 ft (horizontal distance) shall be maintained between active dredging and the location of any bulkhead, revetment, vegetated intertidal marshlands, or structures, except where required to attain finish lines and grades within the basin as shown on the Drawings. The Contractor shall conduct dredging adjacent to existing structures on a best-effort basis to achieve the lines and grades shown on the Drawings. Should adjacent structures become damaged because of dredging activity (directly or indirectly as a result of bank sloughing), the Contractor will be liable for the cost of damages to impacted structures/resources.
- D. MISPLACED EQUIPMENT. Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant machinery, or appliance which in the opinion of the Owner's Representative may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch.

The Contractor shall give immediate notice, with description and location of such obstructions, to the Owner's Representative, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Owner and the cost of such removal may be deducted from any money due or to become due to the Contractor.

- E. **TURBIDITY CURTAINS.** In accordance with the permit requirements, turbidity curtains shall be installed and maintained during the entire excavation process and be kept in place until measured levels within the curtains are reduced to allowable levels when compared to background readings.

In addition, turbidity curtains and barriers shall be installed and maintained during unloading operations and in any areas potentially subject to runoff from the upland dewatering operation. All turbidity curtains associated with the unloading or dewatering process shall be weighted or staked and contain the entire water column subject to potentially increased turbidity levels. These curtains shall remain in place until turbidity levels measured within are reduced to the permitted levels.

If, at any time, turbidity readings exceed the permitted levels, the offending operation shall be shut down until that time when readings return to an acceptable level.

3.2 DISPOSAL

- A. **GENERAL – DISPOSAL AND DISPOSAL SITE.** The usage, placement, or disposal of the dredged materials shall be the Contractor's decision. The usage of the material must be consistent with applicable statutes and environmental standards. A default usage for the material shall be considered landfill or daily cover. The Contractor is encouraged to pursue environmentally and economically beneficial usages for the dredged materials. The Contractor's proposed Material Disposal Plan shall be included in the required Dredge Work Plan submission and may require regulatory approval for the proposed disposal location. Spoil material shall be disposed of only in the Contractor's proposed final disposal site, to be approved by the Owner's Representative. Proposal of any alternate location must be accompanied by an official letter from the owner or agent of the proposed site stating that the site will accept the excavated material as well as the proposed use of said material.

An area in the northwestern portion of the Fernandina Beach Municipal Airport has been previously utilized for the management of dredged material removed from the Fernandina Harbor Marina and is available for placement of the material removed for this project. If the Contractor intends to utilize the airport site, the Contractor should coordinate with the Airport concerning the location of placement, dewatering, grades, and final disposition of the site after project completion.

- B. **DREDGING DISPOSAL METHOD.** The Contractor shall convey excavated material directly to a barge via mechanical means. Proposed used of hydraulic dredging and disposal shall require approval of the Owner's Representative. Following placement on the barge, the material shall be offloaded to trucks and be transported to an approved disposal site. Transportation to the final disposal site shall be done in such a method that no material will be lost during transport, including lined trucks if necessary.
- C. **LEAKS AND SPILLAGE.** The Contractor is required to maintain state, federal, and local water quality standards throughout project work. Any transfer mechanism conveying

excavated material to the trucks shall be free of leaks and kept in good condition at all times and any leaks must be promptly and properly repaired. Failure to repair leaks satisfactorily, resulting in spillage that exceeds turbidity limits and water quality standards, will result in suspension of dredging operations and potential state and federal fines. The Contractor shall conduct frequent observations of any disposal methods.

The Contractor's method of transporting the dewatered material to the final disposal site shall not allow for the spillage of material or drainage of water during the transport process. Should the loss of material or water be observed, the method of transport shall be immediately shut down and the necessary repairs made. Any material lost during transport will be the Contractor's responsibility as well as any associated fines and cleanup costs.

- D. EFFLUENT SYSTEMS AND TEMPORARY DEWATERING SITE MAINTENANCE. The Contractor shall actively dewater the dredged material using procedures approved by the Owner's Engineer. Any dewatering measures must be approved by the Owner's Engineer prior to implementation. This includes the use of any flocculants or similar agents. Effluent from all dewatering operations shall comply with all standards of the State and Federal permits. The Contractor shall submit a Dewatering Plan to the Owner's Representative for approval prior to initiating dredging operations.
- E. SPOILING SCHEDULE. The Contractor is required to closely monitor the operation during active dredging. The Contractor or Contractor's representative shall be responsible for adjusting the dredging operation to control turbidity. The Owner, USACE, or FDEP may require modifications to the Contractor's spoiling schedule throughout the project due to changing site conditions.
- F. OBSERVATION AND REPORTS. The Contractor's representative shall have the authority to stop the conveyance of the dredged material if conditions warrant. The Contractor's representative shall maintain radio contact with the dredge operator during conveyance activities. The Contractor shall maintain daily logs of dredge operational hours, approximate quantity dredged and conveyed during operations, approximate dredge location, the name of the Contractor's representative, and any problems encountered and measures taken/solutions.
- G. SURVEY AND MONITORING. The Contractor shall be responsible for complying with all surveying and monitoring requirements outlined in this Specification and conditions of Federal and State permits.
- H. DISPOSAL DOCUMENTATION. The Contractor shall provide the Owner's Representative appropriate documentation (load tickets, etc.) confirming the transport to and disposal of the excavated material at the approved final disposal site.

END OF SECTION

SECTION 02410
DEMOLITION

PART 1 – GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)

ASSE/SAFE A10.6-2006 (R2016) Safety & Health Program Requirements for Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 61 National Emission Standards for Hazardous Air Pollutants

1.2 SUBMITTALS

The Contractor shall submit the following in accordance with Section 01300, SUBMITTALS. Note that approval of the submittals by the Owner's Representative shall not be construed as relieving the Contractor from responsibility for compliance with the specifications nor from responsibility of errors of any sort in the submittals.

A. Preconstruction Submittals

1. Existing Conditions

B. Certificates

1. Demolition Plan

1.3 PROJECT DESCRIPTION

A. Demolition Plan

Prepare a Demolition Plan and submit proposed salvage, demolition, and removal procedures for approval before work is started. Include in the plan procedures for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, a disconnection schedule of utility services, and a detailed description of methods and equipment to be used for each operation and of the sequence of operations. Identify components and materials to be salvaged for reuse with reference to Paragraph "EXISTING FACILITIES TO BE REMOVED". Provide

procedures for safe conduct of the work in accordance with EM 385-1-1. Plan shall be approved by Owner's Representative prior to work beginning.

B. General Requirements

Do not begin demolition until authorization is received from the Owner's Representative. The work of this Section is to be performed in a manner that maximizes salvage of materials, where directed by the Owner's Representative. The work includes demolition, salvage of identified items and materials, and removal of resulting rubbish and debris. Remove rubbish and debris from the Fernandina Harbor Marina property daily, unless otherwise directed. Store materials that cannot be removed daily in areas specified by the Owner's Representative. In the interest of occupational safety and health, perform the work in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.4 ITEMS TO REMAIN IN PLACE

- A. Take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Owner. Repair or replace damaged items as approved by the Owner's Representative. Coordinate the work of this Section with all other work indicated. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements or pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement require approval by the Owner's Representative prior to performing such work.
- B. Existing Construction Limits and Protection: Do not disturb existing construction beyond the extent indicated or necessary for installation of new construction. Provide protective measures to control accumulation and migration of dust and dirt in all work areas. Remove snow, dust, dirt, and debris from work areas daily.
- C. Utility Service: Maintain existing utilities indicated to stay in service and protect against damage during demolition operations.
- D. Facilities: Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities. Ensure that no elements determined to be unstable are left unsupported and place and secure bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5 BURNING

- A. The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.6 QUALITY ASSURANCE

- A. Submit timely notification of demolition projects to federal, state, regional, and local authorities in accordance with 40 CFR 61, Subpart M (National Emission Standard for Asbestos). Notify the Owner's Representative in writing 10 working days prior to the commencement of work in accordance with 40 CFR 61, Subpart M. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses", conform to the safety requirements contained in ASSE/SAFE A10.6. Comply with the Environmental Protection Agency requirements specified. Use of explosives will not be permitted.
- B. Dust and Debris Control: Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.7 PROTECTION

- A. Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement by wind. Notify the Owner's Representative prior to beginning such work.
- B. Protection of Personnel: Before, during and after the demolition work take immediate action to protect all personnel working in and around the project site. No area, section, or component of any structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.8 RELOCATIONS

- A. Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair or replace items to be relocated that are damaged by the Contractor with new undamaged items as approved by the Owner's Representative.

1.9 EXISTING CONDITIONS

- A. Before beginning any demolition work, survey the site and examine the drawings and specifications to determine the extent of the work. Record existing conditions in the presence of the Owner's Representative showing the condition of structures and other facilities adjacent to areas of alteration or removal. Photographs sized 4 inch will be acceptable as a record of existing conditions. Include in the record the elevation of the top of foundation walls, finish floor elevations, possible conflicting electrical conduits, plumbing lines, the location and extent of existing cracks and other damage and description of surface conditions that exist prior to before starting work. It is the Contractor's responsibility to verify and document all required outages which will be required during the course of work, and to note these outages on the record document. Submit survey results.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

Inspect and evaluate existing structures onsite for reuse. Existing construction scheduled to be removed for reuse shall be disassembled. Dismantled and removed materials are to be separated, set aside, and prepared as specified, and stored or delivered to a collection point for reuse as specified.

A. Structures

Remove existing structures as indicated on the Drawings. This shall include, in general: existing floating docks and anchor piles; existing utilities; and existing access gangways.

B. Utilities and Related Equipment

1. General Requirements: Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner's Representative. Do not interrupt existing utilities serving facilities occupied and used by the Owner except when approved in writing and then only after temporary utility services have been approved and provided. Do not begin demolition work until all utility disconnections have been made. Shut off and cap utilities for future use, as indicated.
2. Disconnecting Existing Utilities: Remove existing utilities as indicated, or uncovered by work, and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Owner's Representative. When utility lines are encountered but are not indicated on the Drawings, notify the Owner's Representative prior to further work in that area.

C. Paving and Slabs (not used)

D. Concrete (not used)

E. Patching

Where removals leave holes and damaged surfaces exposed in the finished work, patch and repair these holes and damaged surfaces to match adjacent finished surfaces. Where new work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for receiving new work. Finished surfaces of patched area shall be flush with the adjacent existing surface and shall match the existing adjacent surface as closely as possible as to texture and finish.

3.2 DISPOSITION OF MATERIAL

A. Title to Materials

Except for salvaged items specified, all materials and equipment removed and not reused, shall become the property of the Contractor and shall be removed from the

Fernandina Harbor Marina property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Owner's Representative of the Contractor's demolition and removal procedures, and authorization by the Owner's Representative to begin demolition. The Owner will not be responsible for the condition or loss of, or damage to, such property after contract award. Showing for sale or selling materials and equipment on site is prohibited.

B. Reuse of Materials and Equipment

Remove and store materials and equipment indicated to be reused or relocated to prevent damage, and reinstall as the work progresses. Recondition materials and equipment designated for reuse before reinstallation. Replace items damaged during removal and salvage operations, or restore them as necessary to usable condition.

3.3 CLEANUP

Remove debris and rubbish. Remove and transport the debris in a manner that prevents spillage on streets or adjacent areas. Apply local regulations regarding hauling and disposal.

3.4 DISPOSAL OF REMOVED MATERIALS

A. Regulation of Removed Materials

Dispose of debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations with all applicable federal, state and local regulations.

B. Removal from the Site

Transport waste materials from the project work site for legal disposal.

3.5 REUSE OF SALVAGED ITEMS

Recondition salvaged materials and equipment designated by the Owner's Representative for reuse before installation. Replace items damaged during removal and salvage operations or restore them as necessary to usable condition.

END OF SECTION

SECTION 02454
MARINE PILES

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall provide all equipment, materials, appurtenances, tools, labor and supervision necessary to design, fabricate, furnish, and install new anchor piles for the floating dock system shown on the Drawings. All anchor pile systems shall consider the effects of a seawater environment on design life and be designed according to the most recent standards for materials fabrication and protective treatments.
1. Requirements: The Contractor is responsible to design, fabricate, furnish, and install all anchor piles for the floating dock system. Pile design for the floating dock system submitted for approval to the Owner's Engineer shall be of sufficient size, quantity, and length to safely support the proposed floating dock system under the extreme loading described in Section 02852 - FLOATING DOCKS. Pile size, type, number, locations, and tip elevations shall be determined by a licensed professional engineer, as further described in Section 02852 – FLOATING DOCKS.
 2. Design Calculations: The Contractor must complete design calculations that address the requirements of this specification and Section 02852 – FLOATING DOCKS. The lateral capacity of the piles shall be determined using a method acceptable to the Owner's Engineer, utilizing input parameters for the anticipated soil types at the site, according to the available geotechnical information (see Appendix). Contractor shall collect additional geotechnical data, at Contractor's discretion, to satisfy Contractor's need for geotechnical input to pile design.

1.2 RELATED WORK

- A. Section 02852 – FLOATING DOCKS
- B. Drawings and general provisions of Contract.

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only and refer to the latest edition of each.

AMERICAN CONCRETE INSTITUTE (ACI)

SP-66	ACI Detailing Manual
ACI 301	Specifications for Structural Concrete for Buildings

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A36	Structural Steel
ASTM A139	Standard Specification for Electric-Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over)
ASTM A252	Standard Specification for Welded and Seamless Steel Pipe Piles

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ASTM A318	Standard Specification for Metal-Arc-Welded Steel Pipe for Use With High-Pressure Transmission Systems
ASTM A416	Standard Specification for Low-Relaxation, Seven-Wire Steel Strand for Prestressed Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A706	Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1	Structural Welding Code
AWS D1.4	Structural Welding Code – Reinforcing Steel
AWS QC1	AWS Certification of Welding Inspectors

FLORIDA DEPARTEMENT OF TRANSPORTATON (FDOT)

Standard Specifications for Road and Bridge Construction (January 2018).

PRESTRESSED CONCRETE INSTITUTE (PCI)

PCI MNL-116	Manual for Quality Control for Plants and Production of Precast Prestressed Concrete Products
STD 112	Standard Prestressed Concrete Piles Square, Octagonal and Cylinder

1.4 QUALITY ASSURANCE

- A. Concrete work shall conform to all requirements of ACI 301.
- B. Manufacture and transportation of prestressed concrete piles shall be by a company having not less than five (5) years' experience in the manufacture of prestressed concrete structural components of equivalent type, size and complexity to those included herein.
- C. The precast concrete manufacturing plant shall be certified by the Prestressed Concrete Institute, Plant Certification Program, or the manufacturer shall establish a quality control program based on PCI MNL-116, prior to the start of production.

D. Plant Inspection:

1. Plants shall be subject to inspection by the Owner's Engineer to confirm compliance with the specifications.
2. The Owner's Engineer shall be given ample notice before the beginning of work so that all of the plant facilities that are involved in the production can be inspected. No member shall be manufactured until all facilities are approved.
3. The Owner's Engineer shall be allowed free access to all parts of the premises that are a part of the production process.
4. The Owner's Engineer will have the authority to reject materials or workmanship which does not meet the specifications.
5. The acceptance of any materials or finished members shall not prevent them from being rejected later if they are found to be defective. Rejected material and workmanship shall be replaced promptly or made good at the expense of the Contractor.

1.5 QUALITY CONTROL

- A. General: The Contractor shall establish and maintain quality control for pile manufacturing and driving operations, assure compliance with contract specifications and maintain quality control records for all construction operations including, but not limited to, the following:
1. Testing and gradation of aggregates and compressive strength of concrete as required, including batched proportions.
 2. Setting and bracing of forms and checkout just prior to concrete placement, including accurate placement of reinforcing steel.
 3. Casting, handling and storage of precast, prestressed piling; records of prestressing tension strands.
 4. Curing method and duration.
 5. Driving of all piles and maintaining records of such.

1.6 SUBMITTALS

- A. Bid Submittal: Contractor shall submit the proposed pile type, treatment, and general arrangement of anchorage piles for the floating dock system.
- B. Shop Drawings and Design Submittal: Following the award of the contract and prior to fabrication, the Contractor shall submit a thorough submittal package legible in English (see 02852 – FLOATING DOCKS paragraph 1.4.C) and provide the number which the Contractor requires plus 1 set, including drawings, calculations, and product data. The number of sets required by the Contractor, approved or corrected, will be returned to

- the Contractor. No work shall commence until the Shop Drawings have been reviewed and acknowledged to be in general conformance with the performance specifications.
1. Steel Pipe: Show all locations, markings, materials, sizes and shapes and indicate all methods of connection including shop-welding procedures.
 2. Field Splices: Show rollers, blocks, shims, etc. required to align pile sections when working flat. Show field weld preparation and alignment.
 3. Prestressed Concrete Piles: Submit complete shop drawings indicating fabrication details, reinforcement, dimensions, and pick-up points.
- C. Plant Qualifications: Qualifications of the manufacturer and evidence of successful completion of similar and comparable work.
- D. Curing of Piles: Methods and details for curing piles shall be submitted for approval prior to casting piles.
- E. Certificates of Compliance: Certificates of compliance for admixtures, aggregates, cement, pozzolan, reinforcing steel, and prestressing steel shall be submitted prior to commencing fabrication of piles. Certificates for admixtures, aggregates, cement, and pozzolan shall be submitted along with concrete mix proportions. Aggregate source and gradation information shall be submitted for aggregates.
- F. Welder Qualifications: Submit copy of welder qualification certificates to the Owner's Engineer for any welders performing welds in the shop or field.
- G. Pile Driving Equipment and Method: Submit to the Owner's Engineer, for acceptance prior to driving piles:
1. Type of pile driving equipment to be used and pile driving plan
 2. Driving helmets, cap blocks, templates, and pile cushions to be used.
 3. Details of the lifting and support points to be used.
 4. Pre-drilling means and methods, where pre-drilling is required.
- H. Pile caps: submit manufacturer's materials specifications, anticipated life expectancy, and colors to Owner's Engineer for acceptance.
- I. Test Piles: Where load tests or piles are required, submit:
1. Method statement and schedule prior to execution
 2. Results/report of tests.
- J. Pile Driving Records: Submit copies of complete pile driving record in accordance with paragraph 3.8, this Section.

1.5 PLANT INSPECTION

The Owner's Engineer and Owner's Representative reserves the right to perform plant inspections of pile fabrication and treating process at his discretion. Notify the Owner's Engineer at least two weeks prior to beginning the fabrication and treatment, stating where

fabrication and preservative treatment will be done. The Owner's Engineer shall have access to all parts of the plant and shall be allowed to inspect all facets of the treating process.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver, handle, and store items so as to protect them from deformation, cracks, slips, nicks, gouges, and other types of damage. All damaged items determined by the Owner's Engineer as being unsuitable shall be replaced by the Contractor at his expense.

B. Prestressed Concrete Piles

1. Prestressed concrete piles shall be handled in a manner consistent with their shape and design which will eliminate the danger of cracks or fracture by impact or by excessive bending stresses, either in storage, during transportation, or when being transferred to the leads.

2. Piles shall be held at the plant until the specified ultimate compressive strength is obtained or 14 days, whichever is greater

3. Piles shall be handled by embedded pick-up points designed by the manufacturer and placed during manufacture. Piles shall be handled by a suitable bridle or slings. Dragging of piles across the ground will not be permitted.

4. Piles shall be stored on firm blocking of uniform thickness placed immediately adjacent to the embedded pick-up points and in line vertically. Stacks shall be limited to 5 feet in height unless otherwise approved.

5. Piles shall be protected from staining and chipping of concrete at all times during storage and handling. The Contractor shall inspect each pile for sweep and structural damage such as cracking and spalling before transporting them from the storage site to the driving area. Sweep shall be checked by placing the pile on a firm level surface and rotating the pile. Sweep shall be limited to 2 inches over the length of the pile.

6. Piles that show shrinkage cracks or that have been damaged during storage or handling shall be replaced by the Contractor at his own expense unless the damage is of such a minor nature that the Owner's Engineer approves its use.

1.7 MEASUREMENT AND PAYMENT

A. Payment for all piles shall constitute full compensation for all costs of furnishing materials (including caps and chocks where indicated), driving, pre-drilling, spudding, and cutting off of piles, disposing of cut-offs, furnishing, placing, and removing all temporary bracing required to hold the piles in alignment, and all other work necessary to complete the work as specified herein.

B. Bids shall be based on the number, size, and spacing of piles required to anchor the floating dock system as determined by the Contractor's design and proposed anchorage plan. Allowance for potential revision of pile requirements, including

number, size, and spacing, during shop drawing review by Owner's Engineer shall be included.

PART 2 – PRODUCTS

2.1 MATERIALS AND REQUIREMENTS

A. Steel Pipe Piles

1. Provide round steel pipe piles conforming to FDOT Section 962 and ASTM A252, Grade 2. Roll and weld the pipe under the ASTM A252 Grade 2 specification allowing, seamless, straight seams, or spiral seams.
2. For marina anchor piles designed by the Contractor, steel pipe pile wall thickness shall include loss to marine corrosion over the design life of the pipe pile.
3. Interior and exterior surfaces of the pipe piles shall be coated for corrosion protection in the marine environment from the top to a minimum depth of 5 ft below the permitted dredge depth (or natural river bed), in accordance with FDOT 560 and 926 (Type M coal tar epoxy).

B. HDPE Sleeves

1. Marine corrosion protection for steel floating dock anchor piles shall be provided via HDPE pile sleeves or Owner-approved equivalent.
2. HDPE sleeves shall be PE3408 or PE4710 material, black color, minimum thickness 0.4 inches. Pipe sleeve shall not include any permanent markings or pipe material designations on the outer surface. Contractor shall use care in shipping and installation of HDPE sleeves to avoid injury (cuts, abrasions, marks) to the sleeves.
3. The pipe shall be sized by the Contractor to fit snugly over the steel pipe pile. Use welded shims where necessary to retain proper elevation when sleeves do not extend to seabed.
4. Length shall extend from pile top/cutoff elevation:
 - A. down to min. 2 ft below mudline for floating dock anchor piles. For this case, no coal tar epoxy coating is needed.
 - B. down to min. 2 ft below mudline or minimum 3 ft below low water for mooring piles. Where sleeve does not extend below mudline, provide coal tar epoxy coating from min. 2 ft below mudline up to pile cut-off elevation. For this case, Contractor shall propose a marine seal between the steel pipe and HDPE sleeve to limit wicking of oxygenated seawater into the annular space.
5. Top of pipe pile and gap between pipe and sleeve shall be sealed off with expandable, airtight foam after driving.

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6. Contractor shall provide shop drawings of pile coating and sleeve details for approval by the Owner's Engineer.

C. Concrete Piles

1. Provide square, cylindrical, or octagonal precast, prestressed concrete according to FDOT Standard Specifications Section 450 (and any sections referenced therein), as amended herein.
2. Portland Cement: shall conform to ASTM C 150, Type II
3. Concrete shall be of type suitable for an extremely aggressive environment (seawater immersion).
4. Admixtures: Chemical admixtures shall conform to ASTM C494. Air-entraining admixture shall conform to ASTM C260. Calcium chloride or admixtures containing chlorides or nitrates shall not be used.
5. Concrete minimum 28-day compressive strength shall be 6,000 psi. Piles shall be in one piece. Splices will not be permitted.
6. Aggregates: Aggregates shall conform to ASTM C33.
7. Pozzolan: Pozzolan shall conform to ASTM C618, Class C or F.
8. Reinforcing Steel
 - a. Prestressing Steel shall be epoxy-coated, high tensile strength seven-wire strand, conforming to ASTM A416, Grade 270. Steel shall be free from grease, oil, wax, paint, soil, dirt, loose rust, kinks, bends, and other defects.
 - b. Non-prestressing reinforcing steel shall conform to ASTM A615, Grade 60 or ASTM A706.
 - c. Steel for ties and spirals shall conform to ASTM A1064.
9. Water: Water for mixing concrete shall be fresh, clean, drinkable, and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or steel.

- D. Pile caps: Shall be manufactured from injection molded low density polyethylene or molded fiberglass reinforced plastic material. Material shall be UV stabilized and a minimum of 1/8 inch thickness. Pile caps shall be peaked to deter seabird roosting. Pile caps shall be fabricated to the size, shape of piles used, and white in color. Pile caps shall be attached to each pile according to manufacturer's recommendations for each pile type and extend beyond any pile type irregularities (e.g. cuts, grooves, bumps, etc.).

2.2 FABRICATION

- A. Prestressed Concrete Piles: Prestressed concrete piles shall be square, cylindrical,

or octagonal, solid concrete piles of the type indicated. Piles shall be cast as monolithic units of homogeneous concrete and pretensioned with prestressing steel. Manufacturing requirements for piles shall conform to PCI MNL-116 except as modified herein. The Contractor shall notify the Owner's Engineer at least one week prior to the date casting of piles is to begin.

- B. Reinforcement and Embedments: Reinforcing steel, prestressing steel, and embedded items shall be accurately positioned in the forms and secured to prevent movement during concrete placement. Steel shall have a minimum concrete cover of three (3) inches. Reinforcing steel details shall conform to ACI SP- 66. Welding of reinforcing steel shall be in accordance with AWS D1.4.
- C. Concrete Mix: The concrete mix shall be designed by the Contractor to have a minimum ultimate compressive strength of 6,000 psi or required minimum value based on pile anchorage calculations, whichever is greater, at 28 days, and suitable for a seawater environment. Proportioning of the mix shall be in accordance with ACI 211.1 or ACI 318. Once production begins, changes to the mix will not be permitted without written submittal and approval of the proposed changes.
- D. Splices: Splices to prestressed concrete piles shall not be permitted.
- E. Build-Ups: Build-ups, when approved by the Owner's Engineer, shall be in accordance with the procedures for build-up without driving as detailed in PCI STD-112 and shall be constructed subsequent to final seating of the pile. The joint between the pile and the build-up shall be protected by an approved mortar or epoxy. Concrete in the build-up shall have a minimum ultimate strength of 6,000 psi.

2.3 TESTS, INSPECTIONS, AND VERIFICATIONS

- A. Prestressed concrete pile testing during manufacture shall be performed by an approved commercial testing laboratory or by an approved laboratory maintained by the manufacturer of the material. Minimum requirements for testing during manufacture shall be as required in PCI MNL-116.

PART 3 – EXECUTION

3.1 DELIVERY AND STORAGE

Pile handling, delivery, and storage shall be in accordance with FDOT Standard Specifications Section 455, except as modified herein. Keep ground underneath and within 5 feet of all such piles free of weeds, rubbish and combustible material. Protect materials from weather using suitable coverings. Protect hardware from corrosion. Piles shall be unloaded with slings or other equipment. Piles shall not be dumped or dropped. Acceptance of materials for delivery does not validate acceptance of material for use. All damaged items determined by the Owner's Engineer as being unsuitable shall be replaced by the Contractor at his expense.

3.2 PREPARATION

- A. The Contractor shall submit complete manufacturer's data on the hammer they

propose for review by the Owner's Engineer prior to driving piles.

- B. It shall be the responsibility of the Contractor to verify that the site conditions will support the driving equipment they propose to use.
- C. The Contractor shall use a driving method at all times that will not cause damage to nearby structures. No piles shall be driven within 100 feet of concrete less than seven days old nor within 30 feet of concrete less than 28 days old unless otherwise authorized. Driving shall not result in cracking, crushing, or spalling of concrete.

3.2 PILE DRIVING EQUIPMENT

- A. The Contractor shall select the proposed pile driving equipment based on the pile design and geotechnical conditions and submit descriptions of the proposed equipment for approval. Changes in the selected pile driving equipment will not be allowed after the equipment has been approved. No additional contract time will be allowed for Contractor proposed changes in the equipment.
- B. Pile Driving Hammers: Pile driving hammers shall be of the impact type. The size or capacity of hammers shall be as recommended by the manufacturer for the pile type, weight, and soil formation to be penetrated. The rated energy of hammers shall be limited to a minimum of 15,000 foot-pounds.
- C. Pre-drilling: If required, the auger of pre-drilling equipment shall be sufficiently rigid to drill the pilot hole within the tolerances for pile driving specified. The auger diameter shall not exceed two-thirds the width of the pile.

3.3 INSTALLATION

- A. Markings: Mark the piles with lines of high visibility paint or ink at one-foot intervals from bottom to top. Number every five (5) feet. Markings shall be clearly visible and legible to the naked eye.
- B. Handling: Pile handling, delivery, and storage shall be in accordance with FDOT Standard Specifications Section 455, except as modified herein. Inspect piles in the leads, and where the protective shell or treated wood is impaired, between cutoff and point not less than 10 feet below the ground. Repair the piles in accordance with applicable ASTM and PCI codes for steel and concrete, unless the pile is damaged to such extent that it is rejected. Laterally support pile during driving, but do not unduly restrain from rotation in the leads. Where pile orientation is essential, take special care to maintain the orientation during driving. Take special care in supporting battered piles to prevent excess bending stresses in the pile.
- C. Driving Piles: Drive piles according to FDOT Standard Specifications Section 455 except as modified herein:
 - 1. Drive piles without interruption to the design tip elevation calculated by the Contractor's design Engineer of Record to reach a driving resistance in accordance with the schedule that the Contractor will prepare.

2. Practical Refusal: The blow count corresponding to practical refusal shall be determined by the Contractor after the hammer to be used is reviewed. When the point of refusal is reached during pile driving before attainment of the required penetration, care shall be taken to avoid damaging the pile by overdriving.
3. Back-Driving: In the event that uplift of a previously driven pile occurs due to driving of adjacent piles or soil uplift, the pile shall be back-driven to its original penetration.
4. Test Piles and Dynamic and Static Load Testing is not required if minimum penetrations are met. Owner's Engineer may require a lateral load test where pile minimum design penetrations are not met.
5. Inspect piles when delivered and when in the leads immediately before driving. Pipe piles shall be installed to reach the required embedment. Pile driving and drilling shall be as indicated. Equipment shall be of a size and function to suit pipe pile sizes and geotechnical condition expected.

3.3 TOLERANCES IN DRIVING

Unless otherwise indicated, drive piles with a variation of not more than ¼ inch per foot of pile length from the vertical for plumb piles or more than four percent from the required angle for batter piles. Butts shall be within four (4) inches of the location indicated. Piles shall not be forced into position. Re-drive piles that have heaved to the required tip elevations. Piles shall be checked for heaving by use of a level line stretched between piles. Piles shall be marked at the end of the workday with a painted mark along the level line, and checked subsequently for heaving.

3.4 JETTING OF PILES

Pre-jetting of piles will not be permitted.

3.5 PRE-DRILLING OF PILES

Contractor shall make every effort to drive piles to the penetrations indicated by the design. Hard driving conditions may be encountered, and some means of pre-drilling may be required to achieve specified penetration. Pre-drilling, if required, shall be considered incidental to pile installation.

3.6 SURFACE TREATMENT REPAIR

After piles have been driven and cut off, repair or seal exposed steel or surface defects in accordance with FDOT Standard Specifications Section 455.

3.7 FIELD INSPECTION

Perform continuous inspection during pile driving. Inspect piles for compliance with tolerance requirements. Bring all unusual behavior that may occur to the attention of the Owner's Representative.

3.8 RECORDS

- A. Keep a complete and accurate record of each pile driven. The record shall include the following data:
 - 1. pile location
 - 2. diameter
 - 3. original length
 - 4. ground elevation
 - 5. final tip elevation
 - 6. final butt (cutoff) elevation
 - 7. number of blows per foot for each foot of penetration for the entire pile length
 - 8. hammer data including make, type, and size
 - 9. any unusual pile behavior or circumstances experienced during driving such as re-driving, heaving, weaving, obstructions, spudding, stops and others which may occur.
- B. Forms for recording pile driving data shall be submitted by the Contractor to the Owner's Representative for approval of form outline prior to pile installation. Within 15 days of completion, records on approved forms shall be turned over to the Owner's Representative.

3.9 PILE CUT OFF, BUILDUP, AND SPLICES

- A. Piles driven to the required tip elevation and extending above the required top elevation in excess of the specified tolerance shall be cutoff to the required elevation.
- B. Cut off piles with a smooth level cut using pneumatic tools, sawing, or other suitable methods approved by the Owner's Engineer. The use of explosives for cutting is not permitted. Piles cutoffs shall be disposed of legally off-site, at no additional cost to Owner.
- C. Steel Pipe Piles
 - 1. Steel Pipe Piles driven below the required top elevation and piles damaged by driving and cutoff to permit further driving shall be extended as required to reach the top elevation by splicing when approved by the Owner's Engineer. Pile buildups or splices shall only be made with approval of the Owner's Engineer. Piles adjoining spliced piles shall be full length unless otherwise approved.
 - 2. Welding of splices, when required, shall conform to the following minimum specifications. Ends of piles to be spliced shall be squared before splicing to eliminate dips or camber. No more than one splice per pile will be permitted. Steel pipe pile sections shall be spliced using a continuous butt-joint with a 45 degree bevel or vee. The weld must provide a complete penetration arc weld around the entire circumference and should produce a ductile, water-tight joint providing 100 percent of the pile strength. Welds shall be ground down to be smooth and flush with the pile exterior surface. If splices are necessary, Contractor shall submit splice plans and calculations to the Owner's Representative for approval prior to commencing work.

- a. All welding shall be in accordance with AWS D1.1 and all welding shall be by operators qualified in accordance with AWS D1.1. All welding inspections shall be in accordance with AWS QC1
3. Trim the tops of piles excessively battered during driving, when directed, at no additional cost. Use a straight edge in cutting by burning to avoid abrupt nicks.
4. Bolt holes, where required, shall be drilled or may be burned and reamed by approved methods which will not damage the surrounding metal. Holes other than bolt holes shall be reasonably smooth and the proper size for rods or other items to be inserted.

3.10 PILES DRIVEN TO REFUSAL

Do not cut off tops of driven piles without authorization of the Owner's Representative. Notify Owner's Representative of any pile that does not reach required penetration.

3.11 DEFECTIVE PILES

Any pile which is cracked or broken because of internal defects or by improper handling or driving, or which is otherwise injured such that their structural capacity to withstand or transfer the design load to the foundation is impaired, or any pile driven out of proper location or driven below the design cutoff shall be removed and replaced. All work of removal and cost of replacement shall be borne by the Contractor at no additional expense to the Owner.

3.12 PILE LOCATION

Layout of piles, to include location and cutoff elevations, shall be performed by a Licensed Land Surveyor. Survey information shall be incorporated into as-built survey for new marina docks and submitted to the Owner's Representative prior to final acceptance.

END OF SECTION

SECTION 02501
MARINE UTILITY GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall provide all equipment, materials, appurtenances, tools, labor and supervision necessary to design, furnish, and install all required electrical and plumbing (potable water) utility components, fixed fire suppression (dry standpipes on floating docks), portable fire extinguishers and safety equipment for the marina as shown on the Drawings.
- B. All design, local approvals, and installation of utilities shall be the responsibility of the Contractor. The Contractor's selected utility designers and subcontractors shall have a minimum five (5) years of experience in design, fabrication, and installation of marina utility systems. Design of the floating docks shall consider all loads associated with marina utilities and shall be coordinated by the Contractor.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only and refer to the latest editions of each. The following publications are provided as general guidelines for the Contractor.

INTERNATIONAL CODE COUNCIL

IBC 2012 International Plumbing Code, 2012 Edition

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) PUBLICATIONS

NFPA 13	Standard for the Installation of Sprinkler Systems
NFPA 14	Standard for the Installation of Standpipe and Hose Systems
NFPA 70	National Electrical Code (NEC), 2014 Version
NFPA 303	Fire Protection Standard for Marinas and Boatyards
NFPA 10	Standard for Portable Fire Extinguishers
NFPA 30A	Code for Motor Fuel Dispensing Facilities and Repair Garages

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

NEMA St 20-2014 Dry Type Transformers For General Applications

OTHER

American Water Works Association (AWWA) C651-14, Disinfecting Water Mains
International Plumbing Code 2015, Section 610, Water Supply and Distribution

1.3 SUBMITTALS

- A. Qualifications for Utilities Installation – The Contractor's utilities installation subcontractor(s) shall be licensed to perform the work required at the project site. Submit copies of the utilities installation subcontractor(s) license(s) and qualifications for Owner approval.
- B. Qualifications of Contractor's Design Engineer of Record – For any utilities components or systems, the Contractor shall submit for Owner approval the name(s), license information, and proof of professional liability insurance for each engineer who will sign and seal any portion of the utilities design submittal package. All calculations and design drawings shall be stamped with the seal of a qualified, licensed Professional Engineer with Florida registration.
- C. Shop Drawings and Product Information – Prior to fabrication and installation, the Contractor shall submit shop drawings and product information to Owner's Representative for review and approval.
 - 1. Electrical submittal shall include, at a minimum: drawings depicting electrical system layout, sizes, and details; utilities routing and connections; equipment locations and cut sheets; substations, panel and transformer enclosures; circuit breakers; cable/wire; utility pedestals; light fixtures; grounding systems and ground fault circuit protection detail to meet NFPA 70 Article 555; conduit and penetrations; and hangers/restraints for cable/conduit.
 - 2. Plumbing submittal shall include, at a minimum: flexible and rigid water, sewer, and fire suppression piping; plumbing materials, equipment cut sheets and specifications; splices and expansion joints; valves; flexible connections and penetrations; hangers/restraints for piping; penetrations; and protection of piping.
 - 3. Fire suppression and safety items submittal shall include, at a minimum: locations of equipment on docks, specifications and detail sheets of equipment and connections, fittings and attachment details.
- D. Calculations – Sealed engineering calculations shall be provided that document the final design assumptions/loads and service levels for any components as indicated on the Drawings.
- E. As-Built Drawings: During the progress of construction, the Contractor shall maintain current as-built records of the work on one set of drawings specifically for this purpose. The final drawings, along with test results, warranties, and operations manuals shall be submitted to the Owner's Representative at the completion of construction for approval before issuance of final payment to the Contractor.
- F. Following completion of the Work, Contractor shall submit all warranties, supplier, operations, and maintenance information as well as final as-built drawings related to installed utility systems to Owner's Representative.

1.4 COORDINATION

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The floating dock systems shall accommodate all utility components as specified herein and as shown on the Drawings as required by the Contractor's design Engineer of Record.

1.5 GENERAL PRACTICES

- A. All shore-side utilities shall be underground unless otherwise noted.
- B. Utility sizing, location, and construction shall conform to accepted practice and all applicable codes, whether stated herein or not.
- C. A utility corridor with removable access panels and/or conduit/raceways shall be provided for routing utility lines through the floating docks, as described in Specification Section 02852- FLOATING DOCKS. The corridor shall be of sufficient size to contain the specified utility systems in an orderly manner with minimum separations and shall have provisions for supporting the utility pipes, conduits/cable, valves, and pull boxes in accordance applicable codes. The utility corridor shall be constructed in such a manner that inspection of the utility system can be made and that maintenance of the utility systems can be performed from the top of the dock. Any new penetrations through the existing bulkhead shall be properly sealed. The Contractor shall not notch, bore, or cut into any structural member without approval of the Owner's Representative and Floating Dock Supplier.
- D. All utility lines on fixed or floating piers shall be installed so as to provide maximum protection from the elements, and mechanical wear and damage. Secure all utility lines from movement in side-to-side sway, uplift, and downward movement.
- E. No utility lines shall be attached to the top or sides of the deck on floating structures or fixed piers.
- F. Main electrical and fuel lines shall be routed on opposite sides of the piers to the extent practical. Main water and sewer lines shall be routed on opposite sides of the designated utility chase to the extent practical.
- G. Flexible connectors and sections with sufficient slack to accommodate tidal extreme movement shall be provided as necessary near the pier-land interface and at any other structural joints where potential differential motions may occur.
- H. Utility lines, conduits, pull boxes, and/or other parts of the utility system shall be installed in accordance with NEC, Article 555.
- I. Install pull wires in all empty conduit.
- J. Dielectric couplings, flanges, and sheets shall be used at dissimilar metal connections.
- K. Colors and finishes of all above ground/deck utility components shall be consistent and subject to Owner approval.

PART 2 – PRODUCTS

2.1 MARINA WATER SERVICE

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- A. Refer to Plumbing Drawings for dockside potable water service equipment details and specifications.
- B. Proper connections and stubouts (including tees and valves) shall be provided at the appropriate locations.

2.2 MARINA ELECTRICAL SERVICE

- A. Refer to Electrical Drawings provided by the design Engineer of Record for electrical system equipment details and specifications.

2.3 MARINA SEWER PUMPOUT SYSTEM (not used)

2.4 MARINA COMMUNICATIONS SYSTEM (not used)

2.5 MARINA FUEL SYSTEM (not used)

2.6 MARINA FIRE SUPPRESSION

- A. Refer to Marina Fire Suppression Drawings provided by the design Engineer of Record for locations, details, and specifications of the dry standpipe system required on the floating docks.
- B. Portable fire extinguishers and cabinets shall be installed at the locations indicated on the Drawings. Fire extinguishers shall be of types required by NFPA 303, and NFPA 30A for the fuel dock area.
- C. Fire extinguisher cabinets shall be "Fire Station" FS1020 model by Marina Electrical Equipment, Inc, or Owner's Representative's approved equivalent. Fire Station cabinets shall be white in color.
- D. Standpipe shall be a 4" minimum Class I Manual Dry Standpipe compliant with NFPA 13 and NFPA 14. 2½" Hose Connections shall be located on the Standpipe as shown on the plan so to reach within 100 LF Hose Plus 30 LF of Hose Stream of all points of the Pier (150 LF Hose Valve to Hose Valve maximum). Provide structural steel support brace to adequately hold Hose Connections.
- E. Standpipe shall have a standard, yard mounted Siamese FDC Riser with (2) 2 1/5" hose connections (confirm style with local Fire Department). FDC Riser shall be located within 100 LF of a compliant Fire Hydrant. Provide structural support brace for Riser.
- F. Standpipe materials shall be listed 4" Fire Hose where required for flexibility. Otherwise Standpipe Materials shall be as permitted for code compliance and as allowed by the local AHJ. Fittings shall be brass or other corrosion resistant materials.
- G. All materials exposed to direct sunlight shall be UV resistant. Other materials shall be protected and shielded from exposure.

2.7 MARINA PLUMBING SYSTEM

- A. Refer to the Marina Plumbing System Drawings provided by the design Engineer of Record for locations, details, and specifications of the plumbing systems on the floating docks.

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- B. Piping shall be Uponor PEX for flexibility.
- C. All materials exposed to direct sunlight shall be UV resistant. Other materials shall be protected and shielded from exposure.
- D. Installation shall comply with applicable codes.
- E. An existing water meter shall be utilized on the shore to serve the domestic water to the floating dock.

PART 3 – EXECUTION

3.1 STUB OUT

- A. Where upland connections do not exist at the time of installation, Contractor shall terminate and cap marina connections within twenty (20) feet of the landward most utility equipment.
- B. Contractor shall coordinate placement of all utility fixtures, equipment, and routing with the Owner's Representative during shop drawing phase, prior to installation.

3.2 TESTING

A. GENERAL

1. Upon completion of utilities installation, Contractor shall arrange for all utilities to be tested according to applicable local codes as applicable to the given utility and as indicated in the Contract Documents. As an exception to requirements that may be stated elsewhere in the contract, the Owner's Representative shall be given a minimum of five (5) working days notice prior to each test. Written test results shall be provided to the Owner's Representative, to satisfy Owner that the installed system is performing as designed. Contractor shall be responsible for coordinating all necessary inspections and tests with applicable regulatory authority. Testing agency is subject to Owner's Representative approval. Costs for such tests shall be incorporated into Contractor's unit price or lump sum costs for each utility element.
2. Contractor is advised that upland utility services may not be available for connection to marina utilities at the time marina utility services are completed. It shall be the Contractor's responsibility to provide for any temporary utility services necessary to complete required utility system testing prior to final acceptance by the Owner.

B. MARINA PLUMBING SYSTEM

1. All water system disinfection and testing shall be subject to the approval of the authority having local jurisdiction. Minimum requirements, in absence of local requirements, follow.
2. Water distribution system shall be pressure tested in accordance with the International Plumbing Code and manufacturer's recommendations, and shall be approved by all regulatory bodies.
3. Water distribution system shall be disinfected in accordance with the International Plumbing Code 2015, Section 610 and in accordance with

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American Water Works Association (AWWA) C651 or equivalent standard.

C. MARINA ELECTRICAL SYSTEM

1. Electrical system testing shall be conducted in the presence of representatives of the Owner and local approving authority. Testing requirements shall be per local codes and NFPA 70, and as specified by the Contractor's electrical designer.
2. At a minimum, the following tests shall be conducted:
 - a. Devices Subject to Manual Operation – Operate each device subject to manual operation at least five (5) times, demonstrating satisfactory operation each time.
 - b. Transformer Tests – Perform routine transformer tests on each transformer per NEMA ST 20-2014.
 - c. 600-volt Wiring Test – Test wiring rated 600 volts and less to verify that no short circuits or accidental grounds exist. Perform insulation resistance tests on feeder wiring No. 6 AWG and larger diameter using instrument which applies voltage of approximately 500 volts to provide direct reading of resistance. Minimum resistance shall be 250,000 ohms.
 - d. Grounding System Test – Test grounding system to ensure continuity and resistance to ground is not excessive. Test each ground rod for resistance to ground before making connections to rod; tie grounding system together and test for resistance to ground. Make resistance measurements in dry weather, not earlier than 48 hours after rainfall.

D. PUMPOUT TESTING (not used)

E. FIRE SUPPRESSION SYSTEM TESTING

1. Refer to applicable Drawings and Specifications.
2. Standpipe shall be pressure tested so to withstand and hold 175 PSI for two hours minimum and as required per NFPA 14.

END OF SECTION

SECTION 02851
ALUMINUM GANGWAY

PART 1 - GENERAL

1.1 WORK INCLUDED

The work covered under this section shall include design, manufacturing, furnishing, and installation of the prefabricated aluminum gangways as shown on the Drawings. All pre-fabricated gangway materials shall be approved by the Owner's Engineer. The installing contractor shall be a qualified Marine Contractor.

1.2 RELATED WORK

A. Section 02852 – FLOATING DOCKS

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only and refer to the latest editions of each.

THE ALUMINUM ASSOCIATION, INC. (AA)

AA Aluminum Design Manual ADM-1

AA Aluminum Construction Manual, Specification for Aluminum Structures

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

ASTM B211 Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire

ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes

ASTM B308 Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles

ASTM B429 Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube

ASTM B547 Standard Specification for Aluminum and Aluminum-Alloy Formed and Arc-Welded Round Tube

ASTM F593 Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs

ASTM F594 Standard Specification for Stainless Steel Nuts

AMERICAN WELDING SOCIETY, INC. (AWS)

AWS D1.2 Structural Welding Code- Aluminum

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FEDERAL SPECIFICATION

QQ-A-200 Aluminum Alloy, Bar, Rod, Shapes, Structural Shapes, Tube and Wire, Extruded

UNITED STATES ACCESS BOARD, 2010 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS

ADA Standards Chapter 10: Recreation Facilities, Section 1003, Recreational Boating Facilities

1.4 SUBMITTALS

To ensure that all specified criteria have been met, the Contractor shall be required to submit the following for acceptance prior to fabrication, during Shop Drawing Phase:

- A. Dimensional layout of gangway components to be furnished under this Contract.
- B. Engineering calculations showing compliance with the design criteria specified herein. All calculations shall be stamped with the seal of a qualified, licensed Florida Professional Engineer. Calculations shall include, at a minimum, compliance with combined live and dead load requirements considering bending and deflection, as well as the effects of gangway-induced loads on floating docks. Submit calculations of maximum loads and strength at connections (hinges, rollers, tread plates, etc.) and handrails. Minimum load requirements shall be in accordance with Section 02852 – FLOATING DOCKS and Part 3, Paragraph 3.1 of this Specification.
- C. Typical sections or details of the following:
 - 1. Hinge details
 - 2. Handrail and edge protection details
 - 3. Roller/dock interface detail, including transition plates
 - 4. Gangway structural details
 - 5. Utility support details
 - 6. Gangway and dock interface and conflicts at high water levels
- D. Materials data sheets for aluminum, fasteners, and ultra-high-molecular-weight (UHMW) polyethylene items.

1.5 WARRANTY

The gangway system shall carry a warranty against defects in design, materials, and workmanship for a minimum of five (5) years from the date of project acceptance.

PART 2 – PRODUCTS

The following requirements are a minimum and must be met by Contractor in accordance with the requirements of Part 1 of this specification. Alternate approval must be in writing from the Owner's Engineer. Approval of shop drawings will be required prior to fabrication.

2.1 MATERIALS

- A. Metal for gangway structures and rails shall be 6061-T6 or 6063-T5 or 6063-T6 aluminum alloy, respectively, and extruded in accordance with the requirements of applicable sections of Federal Specification QQ-A-200. The material shall be temper suitable for saltwater service in accordance with applicable ASTM Standards B209, B211, B221, B308, B429, and B547 for various materials used.
- B. All welds shall be in accordance with AA "Specifications for Aluminum Structures" and ASTM D1.2.
- C. All fasteners shall be Aluminum or 300 Series Stainless Steel in accordance with ASTM F593 and F594 and be compatible with aluminum in a marine environment.
- D. Rollers for gangways shall be UHMW polyethylene with ultra-violet light inhibitor added. Rollers shall have sealed bearings which do not require lubrication. Axles shall be Type 316 stainless steel.

PART 3 – EXECUTION

3.1 DESIGN REQUIREMENTS

- A. Framing and structural components of the gangways shall be designed with minimum safety factors on working stress which conform to those set forth in the latest issue of the Aluminum Association "Specification for Aluminum Structures" using allowable stresses for bridges. For non-aluminum components, similar safety factors shall apply.
- B. The gangway structure, decking, and transition plates shall be designed to withstand a minimum uniform vertical live load of 50 pounds per square foot of deck surface area, in combination with the structure dead load. Allowable deflection shall be $L/240$ where "L" is the free span between contact points in inches.
- C. Design loads shall also consider stresses resulting from handling and installation and provide notations on how to lift to unload and set in place.
- D. The horizontal design load shall be the wind load for the site location, as specified in Section 02852 – FLOATING DOCKS using the wind speed specified for the unoccupied (storm condition) floating docks. The horizontal design load shall be in combination with the dead weight.
- E. Minimum loads for gangway guardrails, handrails, and toe rails shall include the following independent load cases: (1) 20 lb/ft continuous load applied to the entire

length and at the centerline of the element in any direction, and (2) 250 lb point load at any location and direction.

- F. Gangway lengths and overall widths shall be as shown on the Drawings. Gangway lengths shown on the Drawings do not include transition plates.
- G. Gangways shall be designed to incorporate the dead load weights of all utilities that traverse the gangway. Additional dead load weight of gangway shall be coordinated with the dock manufacturer to ensure adequate flotation under the gangway landing so that landing area maintains the same freeboard as the rest of the floating attenuator.
- H. Contractor shall provide design and installation for securely fastening the gangway to the fixed shore structure. Shoreside connections shall be designed to withstand the design dead and live loads imparted on the gangway and hinged to allow free vertical movement of the gangway with the site's normal and extreme water levels.
- I. All connection and utility routes shall be incorporated into the gangway design. Cable, hose, and pipe hangars shall be of similar material to the gangway or stainless steel and designed to support the maximum loaded condition of the utilities to minimize chafing, etc.
- J. Decking shall be of aluminum plank flooring with integral non-skid surface and have no gaps exceeding $\frac{1}{2}$ inch in the walking surface. Cross-cleats or other mechanical devices shall not be used to achieve non-skid capacity.
- K. Gangway denoted as "ADA Compliant" on the Drawings shall be fully compliant with ADA Standards Section 1003.
- L. Transition plates at ADA Compliant gangway shall not exceed 1V:12H or length of 6 ft, which may require recessing of the waterward end of the gangway into the floating dock. In no case shall any transition plate exceed a slope of 1V:3H or include gaps larger than $\frac{1}{2}$ inch. Transition plates shall be the full width of the gangway and be attached to the gangway with a continuous pipe hinge. Transition plates shall include edge protection and handrails, where required by ADA Standards. Transition plates shall include a continuous UHMW polyethylene wear block, beveled as necessary to comply with accessibility requirements.
- M. The design water level for the gangway system is the 10-yr stillwater elevation (SWEL) (see Part 1.5 of Section 02852 – FLOATING DOCKS). The adjacent fixed pier and bulkhead cap are underwater at this elevation and the gangway will be considered unusable when the water is above this elevation. The Contractor must show in their shop drawings submittal that the gangway is functional at lowest astronomical tide (LAT) and the 10-yr SWEL without damaging the gangway landing dock. Contractor should include removal procedures or alternate plan when water levels are expected to exceed the design water level so that docks will not be damaged.

3.2 FABRICATION REQUIREMENTS

- A. Handrails shall be fabricated and installed to conform to ADA Standards. Handrails shall be aluminum alloy tube or pipe, with a 1.5 inch outer diameter and smooth gripping surface, located 42 inches above the deck surface.
- B. Openings in guardrails shall not permit passage of a 4-inch diameter sphere.
- C. The dockside end of the gangway (rollers and transition plate) shall ride on aluminum, UHMW polyethylene, or alternate approved deck plates installed to provide protection to the dock surface and silent operation during normal and extreme water level movements.
- D. Appropriate dielectric materials (non-conducting insulators, bushings, or bituminous paint) shall be used to separate dissimilar metals or where metal comes in contact with concrete or treated timber. Indicate materials and locations on Shop Drawings.
- E. All welding shall be performed in accordance with AWS D1.2.

END OF SECTION

SECTION 02852
FLOATING DOCKS

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. The Work covered under this Section shall consist of designing, manufacturing (or refurbishing), furnishing, and installing floating docks, pile anchor system for the floating docks, pile guides, cleats, fenders, and other marine hardware and accessories as may be shown or enumerated on the Drawings. All materials shall be approved by the Owner's Engineer.
- B. The floating dock system is schematically represented on the Drawings as typical forms. The Contractor shall design, manufacture (or refurbish), furnish, and install a complete system that meets or exceeds the performance criteria of these Specifications.
- C. The Contractor is solely responsible for his own interpretation of the site conditions, including the gathering of additional data as Contractor deems necessary to fully identify and evaluate the site conditions. The Contractor is solely responsible for the design, quality, and performance of the dock product and anchoring system.
- D. The information provided herein represents minimum requirements which all proposed systems must meet.
- E. The Contractor shall submit with their Bid the proposed anchor system layout plan and description, the proposed dock system description and specifications, catalog cut sheets for any commercially available components included, and any proposed exceptions or changes from the Drawings and these Specifications.

1.2 RELATED WORK

- A. Section 02454 – Marine Piling
- B. Section 02501 – Dock Utility General Requirements

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only and refer to the latest editions of each.

THE ALUMINUM ASSOCIATION, INC. (AA)

AA Specification for Aluminum Structures

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI B27.2 Plain Washers

AMERICAN SOFTWOOD LUMBER STANDARD (ASLS)

ASLS PS 20 Voluntary Product Standard, American Softwood Lumber Standard

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A36	Carbon Structural Steel
ASTM A123	Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A307	Standard Specification for Carbon Steel Bolts and Studs, 60000 PSI Tensile Strength
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A706	Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM B209	Aluminum and Aluminum-Alloy Sheet and Plate
ASTM B211	Aluminum and Aluminum-Alloy Bar, Rod, and Wire
ASTM B221	Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM B308	Aluminum-Alloy 6061-T6 Standard Structural Profiles
ASTM B429	Aluminum-Alloy Extruded Structural Pipe and Tube
ASTM B547	Aluminum-Alloy Formed and Arc-Welded Round Tube
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C272	Standard Test Method for Water Absorption of Core Materials for Sandwich constructions
ASTM C330	Standard Specification for Lightweight Aggregates for Structural Concrete
ASTM D1.2	Structural Welding Code – Aluminum
ASTM D638	Standard Test Method for Tensile Properties of Plastics
ASTM D790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ASTM D1248	Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
ASTM D1505	Standard Test Method for Density of Plastics by the Density-Gradient Technique
ASTM F593	Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594	Stainless Steel Nuts
ASTM F3125	Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions

AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)

AWPA U1	User Specification for Treated Wood
AWPA T1	Processing and Treatment Standard
AWPA M4	Standard for the Care of Preservative-Treated Wood Products
AWPA P5	Standards for Waterborne Preservatives

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AMERICAN WELDING SOCIETY, INC. (AWS)

AWS D1.1 Structural Welding Code-Structural Steel
AWS D1.2 Structural Welding Code- Aluminum

AMERICAN WOOD COUNCIL (AWC)

NDS National Design Specification for Wood Construction and Supplement
Design Values for Wood Construction

SOUTHERN PINE INSPECTION BUREAU (SPIB)

SPIB Grading Rules

AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG)

ADAAG Section 15 Recreational Facilities

OTHER DESIGN GUIDANCE

FBC Florida Building Code (6th Edition) 2017

NFPA National Fire Protection Agency (NFPA) Standards

ASCE Planning and Design Guidelines for Small Craft Harbors, ASCE Manuals and
Reports on Engineering Practice No. 50, Third Edition, 2012

Tobiasson, Kollymeyer Marinas and Small Craft Harbors, 2nd edition, Westviking
Press, 2000.

1.4 SUBMITTALS

- A. Qualifications – The installing Contractor shall be a qualified Marine Contractor licensed to perform work in the project area. For new dock systems, the Dock Manufacturer shall be as noted herein. Any proposed alternates shall be approved by the Owner's Engineer and shall have a minimum of 10 years continuous experience in floating dock design and fabrication and shall be required to submit a list of previous experience to the Owner's Engineer. The Dock Manufacturer shall have in-place a Quality Control Program for the installation of the floating dock system.
- B. Bid Submittal – To ensure that the Dock Manufacturer is capable of designing and manufacturing a floating dock system that will meet the intent of the Project, any proposed alternate Dock Manufacturer not noted herein is required to submit, with the Bid, example floating dock and anchorage calculations from a previous project or combination of previous projects. Example calculations should include enough information to show that the system design accounts for wind, wave and current loadings as well as tranquility requirements and site-specific geotechnical conditions.

The Contractor shall provide, with the bid, the names and Florida license information for each engineer who will sign and seal any portion of the submittal package. The

Contractor shall identify the industry accepted calculation method and/or commercial software proposed to be used for anchorage design. The Dock Manufacturer's proposed design Engineer of Records's qualifications and experience in floating dock design and proof of professional liability insurance, to Owner's requirements, shall be submitted for Owner's Engineer approval.

Flotation specifications and detailed warranty information shall be provided with bid submittal.

C. Floating Dock and Anchorage Design Submittal

1. Following the award of contract and prior to fabrication, the Contractor shall complete a thorough submittal package which includes all design calculations (including methods and references thereto, assumptions and safety factors), shop drawings and other details of the floating dock system design. The submittal shall provide clear calculation procedures used to arrive at stated values for each of the items listed in this Specification. It will be the Owner's Engineer's role to, on behalf of the Owner, review the methods and calculations used by the design Engineer of Record to ensure general conformance of the design with the intent of the project. If the Owner's Engineer requires additional clarification of the methods or calculations, in order to satisfy himself of general conformance, the Contractor's design Engineer of Record shall promptly provide the requested information. Delays in the project schedule due to inadequate or non-conforming floating dock and anchorage design submittal packages will not be grounds for project extension.
2. All calculated values must be supported by calculations that follow industry standard or industry accepted methods and all assumed values must be supported by reference. The floating dock and anchorage design submittal package must include the following items at a minimum:
 - a. Dimensional layout of floating dock system to be furnished under this Contract. Include distances from navigation channels and adjacent shorelines (mean high water line as indicated on Drawings). Include general layout/locations of all fixed appurtenances located on the docks (power pedestals, fire cabinets, standpipe stanchions, etc.).
 - b. Engineering calculations showing compliance with the performance criteria specified herein. Allowable stresses for the materials used shall be defined by current, professionally recognized construction and design standards.
 - (1) Compliance with dead, live, and combined load requirements considering both bending and deflection.
 - (2) Compliance with freeboard requirements under specified load conditions.
 - (3) Design for anchor piles, including pile number, type/material, size, and lateral capacity analysis. Anchorage design must account for a design worst case loading condition which includes wind, wave, and current loads applied at the appropriate elevation to account for storm surge (refer to paragraph 1.5 and Drawings). Maximum shear and bending moment shall be checked against that allowable of the piling material properties as well as the lateral capacity of

the soils. Deflection at the mudline and deck level shall be specified by the design Engineer of Record. Adequate pile embedment must be identified by the design Engineer of Record and supported with an acceptable pile design program or calculation method.

(4) Transfer of loads to pile guides. Includes pile guide design and transfer of loads to piling to ensure adequacy of bracing and attachment.

(5) Determination of extreme fiber stresses in major members when loading conditions are applied to the dock. Calculations must, at a minimum, account for shear, moment and torsion at floating dock section connections, junctions, splice locations and internally within the framing of the system at representative cross-sections. Provide details referenced to locations for each section checked.

(6) Effects of combined loading on members and connections due to vertical and lateral forces.

(7) Transfer of vessel loads to cleats and dock. Calculations must demonstrate that cleat attachments are sufficient for each dock section based on anticipated vessel under design wind conditions.

(8) Detail design of knee braces to resist indicated loading conditions.

(9) Transfer of forces by use of adequate bracing, struts, bolting, etc.

(10) Flotation calculations for typical system components and adjacent to large concentrated loads.

(11) Splice locations and detailing so as to transfer loads from member to member.

(12) Lateral and torsional stability of the dock.

(13) Fatigue of system and components based on the anticipated wind and wave climate.

c. Typical sections or details, and catalog cut sheets of the following-

(1) Floating docks, including flotation, framing, decking, and connections

(2) Anchorage system, including piles and pile guides

(3) Cleats and bollards

(4) Fendering/bumper strip

(5) Pile caps

(6) Gussets, where needed

(7) Gangway articulation and related hardware

(8) Utility raceways

(9) Dock accessories (fire suppression, pedestals, etc.)

(10) Individual details and cross sections shall be clearly referenced to applicable plan view/layout drawings.

d. All sections of the Floating Dock and Anchorage Design submittal package must be signed and sealed by a design engineer licensed in Florida who will be considered the "Engineer of Record" for the floating dock and anchorage system. It may be permissible to have more than one design engineer for the system; however, it must be clear who the Engineer of Record is for each portion of the Floating Dock and Anchorage Design submittal package. Once the final floating dock and anchorage system design submittal is reviewed for general conformance by the Owner's Engineer, it shall not be modified in any significant way without Owner's Engineer's written consent. Fabrication shall not commence prior to Owner's Engineer review and acknowledgment of general conformance.

- D. Warranty – Provide a minimum 5-year written warranty for the installed floating dock product, including materials and workmanship under the design conditions described herein. Contractor shall ensure that Dock Manufacturer's representative provides annual inspections of the facility for the duration of the warranty period. Annual inspections shall include a summary report of recommendations to the Owner. A detailed operations and maintenance manual shall be provided in digital and hard copy format to the Owner at the time of acceptance. Warranties shall commence on the date of final project acceptance.
- E. Operations & Maintenance Manual – Submit two (2) copies of the Dock Manufacturer's operations and maintenance manual for all floating dock system components. The manual shall include instructions, recommended frequency of maintenance procedures, and materials by brand name and specification. The manual shall be provided in a bound document on 8.5" x 11" format. The cover shall be identified as "Floating Dock System O&M Manual".
- F. Pile Tests – Pile tests may be required if pile installation does not reach design tip elevations or indicates weaker soil conditions than the geotechnical report identifies. Submit a procedure for approval to test piles meeting these criteria to determine lateral loading capacity of the piles to meet floating dock manufacturer's specification and extreme dock loading requirements. Submit test results, when completed, to Owner's Engineer for review.
- G. Dock Manufacturer's Final Certification
- H. Contractor's dock measurements and load tests (if required)

1.5 FLOATING DOCK SYSTEM PERFORMANCE CRITERIA

- A. Information presented is based upon the Owner's Engineer's best estimate of those environmental and physical factors that reasonably can be expected to affect the design, performance, and durability of the proposed floating dock system. All floating dock system designs shall be subject to thorough engineering analysis using all relevant criteria, whether stated herein or not, that could affect the structural integrity of the installed docking system. Final design calculations shall be prepared by the Engineer(s) of Record and submitted by Contractor to the Owner's Engineer for review and acknowledgement of general conformance prior to starting fabrication.
- B. Final design calculations shall furnish proof that the floating dock system is designed to withstand the loading, singularly or in combinations given hereinafter, without damage throughout the design life of the system. The floating dock system shall be designed for a minimum 25-year life expectancy in the marine environment.
- C. Basic Design Conditions for Floating Docks:

Water Levels

Design Depth	(-)14 to (-)26 ft NAVD88 (refer to Drawings)
Typical Tidal Range	6.02 ft mean, 6.56 ft diurnal range
10-yr Still Water Level	5.6 ft NAVD88
Highest Astronomical Tide	4.5 ft NAVD88
Mean High Water	2.4 ft NAVD88
Mean Low Water	(-)3.6 ft NAVD88
Lowest Astronomical Tide	(-)5.4 ft NAVD88
Storm Condition (50 yr MRI)	7.4 ft NAVD88
Minimum Pile Cutoff Elevation	13.5 ft NAVD88

Wind Speed *(submittal should show calculations for each case)*

Maximum Operational (full occupancy) ¹ :	86 mph (ASCE 7-10 MRI 25-yr, 3-sec gust); 6.0 ft NAVD88
Storm Condition (no occupancy):	118 mph (ASCE 7-10, Risk Cat 1, 3-sec gust); 7.4 ft NAVD88

Wave Conditions *(submittal should show calculations for each case)*

Maximum Operational (full occupancy):	$H_s = 0.9$ ft, $T_p = 3.1$ sec (all directions)
Storm Condition (no occupancy):	$H_s = 2.0$ ft., $T_p = 3.3$ sec (all directions)
Vessel Wakes	Occasional 0.5 ft., 3.0 sec

Current Speeds

¹ Operational wind speed on berthed vessels may be adjusted to a 30 second duration for determination of wind pressure loads. Maximum operational conditions are considered 25-yr storm conditions and assume full occupancy. Occupancy levels should be reviewed by Marina Operator.

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Currents shall be assumed to act in an along-channel direction.

Maximum Operational (full occupancy): 3.5 feet per second

Storm Condition (no occupancy): 4.9 feet per second

1. Horizontal loadings for each occupancy case listed above shall be applied at the total water level plus prescribed freeboard. Total water level shall include the noted water level plus 50 percent of the wave height.
2. Contractor shall indicate assumptions and factors of safety used in design to allow for the possibility of site conditions that exceed the conditions indicated herein.

PART 2 – PRODUCTS

2.1 GENERAL

The following requirements are a minimum and must be met by the Contractor in accordance with the requirements of Part 1 of this specification section. Approval for any alternates must be obtained in writing from the Owner's Engineer.

2.2 FLOATING DOCK SYSTEM

- A. The floating dock system will be constructed of concrete-encased pontoons rigidly connected with a waler system, sectional pre-cast concrete flotation units, or composite docks with poly-encapsulated pontoons or concrete pontoons, steel or aluminum frames, and decking connected with semi-rigid connections capable of transmitting all loads imposed upon individual dock sections, or combinations of dock sections, to the floating dock anchor piling.
- B. For sectional pre-cast concrete systems, individual dock sections shall be connected to form continuous sections of floating dock by semi-rigid bolted connections capable of transmitting all loads imposed upon individual dock sections, or combinations of dock sections, to the floating dock anchor piling.
- C. Floating dock sections shall consist of a reinforced concrete deck and reinforced concrete side walls. Minimum reinforced concrete thicknesses shall be 2". The foam core shall be coated or sealed to prevent any contact between the foam and seawater and protect it from damage.
- D. For section pre-cast concrete systems, the bottom and lower sides of all polystyrene foam shall be coated with a 1/8" thick layer of Polyurea Coating, such as manufactured by Polycoat Products – Polyeuro MPL 11 FR.

The following general material combinations for the floating dock system (except accessories) are acceptable:

2.3 CONCRETE

- A. Concrete shall comply with applicable provisions of American Concrete Institute (ACI) publications and this special provision. Aggregate shall be lightweight type suitable for saltwater exposure conforming to ASTM C330. Concrete mix design (ACI 211.2) shall be the responsibility of the Contractor and subject to review by the Owner's Engineer.

B. Non-Structural Concrete

Concrete for non-structural flotation units shall be air-entrained, reinforced concrete (Type II) having a minimum compressive strength of 27.5 MPa (4,000 psi) at 28 days. Concrete shall comply with applicable provisions of American Concrete Institute (ACI) publications and this special provision. Aggregate shall be lightweight type suitable for saltwater exposure conforming to ASTM C 330.

C. Structural Concrete

1. Structural concrete shall conform to ASTM C150, Type II cement. The water/cement ratio shall not exceed 0.40.
2. Minimum compressive strength at 28 days shall be 6,000 psi.
3. Concrete shall have a minimum average wet density of not less than 145 pcf.
4. Aggregates shall conform to ASTM C33.

- D. Copies of the laboratory mix design test results and of the proposed mix design shall be submitted to the Owner's Engineer for review prior to commencement of casting operations. Concrete testing shall be as follows:

1. All concrete testing shall be done by certified personnel. Certification shall be in accordance with ACI. All concrete testing methods shall be done in accordance with the respective ASTM specifications.
2. Five (5) compressive test cylinders shall be taken daily per mix, cured and tested by either an independent testing laboratory or by an on-site, Owner's Engineer approved, certified testing facility. Test results shall be submitted on one each: 3-day, 7-day, 14-day, 28-day, and one hold cylinder. Testing laboratories to be used must be submitted to the Owner's Engineer for review and approval prior to commencement.
3. Unit weight and entrained air tests shall be taken daily from the same material sample used for the compressive test cylinders.
4. Daily concrete cylinder test reports shall be submitted to the Owner's Engineer on job complete basis.
5. All concrete testing for floating docks shall be done at the Contractor's expense.

2.4 ALUMINUM

- A. All aluminum construction shall be in accordance to AA "Specification for Aluminum Structures." Extrusions shall be aluminum alloy 6061-T6. The material shall be temper suitable for saltwater service in accordance with applicable ASTM Standards B209, B211, B221, B308, B429, and B547 for various materials used. All welds shall be in accordance with AA "Specifications for Aluminum Structures" and ASTM D1.2. All fasteners shall be Aluminum or 316 Series Stainless Steel in accordance with ASTM F593 and F594.

2.5 STEEL

A. Reinforcing Steel

1. Reinforcing steel shall conform to ASTM A615 or A706, grade 60.
2. Reinforcing steel consists of horizontal and vertical bars in accordance with structural design drawings.
3. Steel shall be hot-dip galvanized per ASTM A123 or epoxy coated per ASTM A775.
4. Steel reinforcement may be replaced with equivalent welded wire mesh per ASTM A1064.

B. Fasteners

All structural bolts and structural hardware shall be hot-dip galvanized or stainless steel. Anchor bolts, threaded inserts and embedments in concrete shall be ASTM F593, Group 2, (316) stainless steel with a welded loop or horizontal bar hook (or equivalent). Nuts shall conform to ASTM F594, Group 2 (or equivalent).

All fabrication and miscellaneous steel shall conform to ASTM A36 and shall be hot-dip galvanized after fabrication in accordance with ASTM A123. All screws, bolts, nuts, and lock washers shall be 316 Stainless Steel in accordance with ASTM F593 and ASTM F594. Flat washers shall be type ANSI B and be 316 stainless steel. Welded wire fabric (WWF) shall be provided in accordance with ASTM A1064 and shall be hot-dip galvanized after fabrication in accordance with ASTM A123. Structural reinforcing steel shall be provided in accordance with ASTM A615, grade 40 or better.

2.6 TIMBER

- A. All exterior (visible) structural wood and wood fendering in the splash zone shall be Southern Yellow Pine No. 1 (or approved equivalent) hand selected – no downgrades allowed – with a minimum CCA (Chromated Copper Arsenate) content equal to 0.6 pounds per cubic foot (pcf) – moisture content not to exceed 19% after treatment, KDAT or S-Dry. All submerged wood members shall be treated to 2.5 pcf CCA. Interior (non-visible) structural wood shall be minimum Southern Yellow Pine No. 2 (or approved equivalent) and shall comply with the treatment and moisture requirements mentioned herein.

- B. All wood shall comply with American Softwood Lumber Standards Committee, PS 20 Washington, DC, to grade the species. All lumber specified for treatment shall be treated to the requirements of American Wood Protection Association (AWPA) U1-17 and T1-17. All field cuts and holes shall be treated in accordance with AWPA M4-15. Timber for decking shall be naturally decay-resistant exotic wood species (IPE). Any proposed use of exotic timber shall be accompanied by product specifications, harvest certification, and is subject to Owner and Owner's Engineer's approval.

2.7 PONTOONS

- A. Pontoon shells shall be manufactured as described below:

1. Plastic Pontoons: Shells shall be manufactured from rotationally molded high-density polyethylene or cross-linked polyethylene material conforming to ASTM D1248. The polyethylene shall be black in color and have a minimum wall thickness of 0.15 inch. Suppliers of pontoons shall present evidence that the pontoon being supplied is free of cracks and thinning of material below 0.15 inch at the corners and upper flanges of the pontoon. Pontoons shall be attached to the dock system structure with mounting flanges so that all the edges of the flanges are bolted to structural members to minimize flexing and deformation of the pontoon. Each pontoon shall be completely filled with "foamed-in-place" closed cell, 1.0 pcf minimum density polystyrene foam. Shells must fully encase foam.

Pontoon shells may also be linear low-density (or Owner's Engineer approved equal) polyethylene and blow molded, so long as the resultant shell is seamless. The base material for all polyethylene shells shall conform to the following minimum requirements: minimum density 0.937 g/cc per ASTM D1505; minimum ultimate tensile strength of 2,560 psi per ASTM D638; and minimum flexural modulus of 96,000 psi per ASTM D790. All other thickness, color, and attachment requirements of the polyethylene shells remain unchanged.

Flotation specifications and warranty shall be provided with bid submittal.

2. Concrete Pontoons:

Pontoons that are concrete encased and also serve as the structural element/deck, etc. shall be completely filled with 1.0 pcf minimum density expanded polystyrene foam. Each pontoon shall have concrete coverage on all six sides that meets the following minimum thickness:

Top slab	2 inches
Sides	1.5 inches
Bottom	1 inch

Concrete flotation units, when not used as a monolithic float and structural element, shall have minimum wall thickness of 0.75 inches if reinforced with fiberglass.

3. Foam: The resultant expanded polystyrene foam block shall have a minimum density of 1.0 pcf. The block shall be solid with no loose beads or void areas and have a maximum water absorbency of 3 percent by volume per ASTM C272.

All materials used in the fabrication of the pontoons shall be made from new material specially manufactured for the intended use. No regrind of foam materials shall be allowed and the supplier of the material shall certify that no regrind material is used in the foam for this project.

4. A description of Dock Manufacturer's warranty for flotation units shall be submitted to Owner in accordance with these specifications.
5. Upon commencement of manufacturing the flotation units, one unit (of typical size) shall be sent to the Owner's Engineer for review and possible destructive testing to verify compliance with specifications upon request. Cost and shipping shall be paid by the Contractor.

2.8 FORMWORK

- A. Float modules shall be cast in forms of sufficient strength and rigidity to maintain the intended size and shape during the casting process.
- B. Forms shall be so constructed and braced so that all principal planes will be either true horizontal or true vertical and dimensions of the units will not vary more than 1/8-inch from the dimensions shown on the shop drawings, including diagonal distances corner to corner.
- C. Forms shall be thoroughly cleaned after each use and coated with oil, paraffin, or other applications, as may be necessary to prevent bonding of the concrete and to leave clean, smooth and hard surfaces.
- D. The foam core shall be pre-formed to the interior configuration as a solid block with an allowable variation of 1/8-inch from the dimensions shown on the shop drawings. Cores shall be securely anchored in place during the casting of concrete. Displacement that results in loss of minimum concrete cover over reinforcement of 1 inch or provides less than an overall concrete cover of 1½ inches for wall thicknesses or less than 2 inches for deck thicknesses shall be cause for rejection.

2.9 CONCRETE FINISHING

- A. Concrete deck surfaces shall be broom finished in the direction perpendicular to the long axis of the dock to give a coarse, non-slip surface. Edges shall be finished uniformly 3 inches back onto the deck with a smooth finishing tool that will give a bull-nosed edge to ½ inch radius.
- B. Each float module shall be permanently marked in an accessible place on the exterior surface identifying the manufacturer and showing casting date and lot number.
- C. Concrete floats containing hairline cracks which are visible but not measurable by ordinary means may be accepted. Concrete floats with cracks 1/8" wide or larger may be cause for rejection unless the contractor proposes a repair plan using an approved epoxy grout, subject to approval by Owner's Representative.

2.10 FIRE SUPPRESSION AND SAFETY ITEMS

- A. Contractor shall furnish and install portable fire extinguishers (and mounting boxes) in accordance with NFPA 303, Fire Protection Standard for Marinas and Boatyards, latest Edition, in general locations shown on Drawings. Contractor shall provide life rings at each fire extinguisher location. Contractor shall provide final locations of and mounting detail (including product information) for fire extinguisher and life ring stanchions with Shop Drawing submittal. Fire extinguisher cabinets shall be of the type shown or approved equal and installed where indicated on the Drawings.
- B. Contractor shall also design, furnish, and install a fixed standpipe system as described on the drawings.

2.11 CLEATS

- A. Cleats shall be made of galvanized steel or non-corroding alloys and appropriately sized for each berth. Almag "S" cleats are prohibited. Cleats shall be securely bolted to the dock framework with through bolts rather than lag bolts. Pull tests for inserts and cleats shall be included in submittal package. Contractor to provide calculations showing that cleat anchoring shall meet the capacity requirements below.
- B. Contractor is responsible for final cleat design and shall provide a cleat arrangement pattern, selected cleat specifications, and design calculations with design submittals. Minimum criteria include:

Central Side-Tie Dock (Dock 6) Waterward Face

	<u>Capacity</u>	<u>Size (inches)</u>	<u>Spacing (feet)</u>
Cleats	3.5 tons	15	10

Central Side-Tie Dock (Dock 6) Landward Face

	<u>Capacity</u>	<u>Size (inches)</u>	<u>Spacing (feet)</u>
Cleats	2.5 tons	10	10

Dinghy Docks (Docks 4 & 5) Waterward Face

	<u>Capacity</u>	<u>Size (inches)</u>	<u>Spacing (feet)</u>
Cleats	1 ton	6	5

PART 3 – EXECUTION

3.1 DESIGN REQUIREMENTS – FLOATING DOCK STRUCTURES (New Docks Only)

A. Dead Load

Shall consist of the entire weight of the floating structure including projected marine growth, utilities, and all other accessories and support appurtenances. Special floats must be designed to support the additional concentrated loads imposed by gangways, transformers, on-dock structures, and other equipment/utilities. Floats with special loading shall have the same freeboard as floats with no such loading, so that there will be no residual stresses to tilting when such floats are interconnected.

B. Vertical Live Loads

1. Minimum uniform vertical live load of 50 pounds per square foot, or 650 pounds concentrated load on any area 2 ft square, both for flotation and on dock frame and deck structures.
2. Vertical Wave Load: Vertical wave force based on design wave height (paragraph 1.5.C) applied to the main walks, assuming ends of the dock are fixed.

C. Flotation

1. The flotation shall be sized and located to satisfy the following base conditions:
 - a. Freeboard under dead load only at acceptance:
 - i. 24 inches (+/- 1 inch) – all docks
 - b. Minimum freeboard under combined dead load and full live load:
 - i. 16 inches (+/- 1 inch) – all docks
2. Floating docks shall meet the following requirements:
 - a. Dead load plus a concentrated live load of 400 pounds applied vertically at any location on the main dock surface shall not tilt the dock more than six degrees from horizontal or overstress the framing members.
 - b. Dead load plus uniform live loading on one-half of the dock width or under dead load plus concentrated load of 400 pounds applied vertically within 12 inches of any side shall not have more than 5 degrees of tilt from the horizontal.
3. Maximum dead load deflection for main walk docks (applies to length and width): 1 inch in 10 feet at acceptance; 1.5 inches in 10 feet at the end of warranty period.
4. Dead load freeboard shall be maintained within two inches of that identified in these specifications for a period of five years following installation.

D. Horizontal loads

1. A uniform horizontal wind loading from any direction shall be calculated based on the design wind pressure on all surfaces, for each of the vessel occupancy scenarios described above. For wind pressure loading, average vessel profile heights shall be based on upper curves, Figure 3-15, p. 219, "Planning and Design Guidelines for Small Craft Harbors", ASCE Manuals and Reports on Engineering Practice No. 50 (2012) and the slip length indicated on the Drawings. Contractor should assume a 60 ft length overall (LOA) design vessel for the waterward side of the central side-tie dock and a 40 ft LOA vessel for the landward face. For very large vessels, assume an average profile height of 12% of LOA. Each shielded vessel shall be assumed to receive 20% of the unshielded wind loading. Compute wind load from all directions including outer diagonal opposite corners of docks and fingers. Do not deduct for walkways, fingers, or open areas between boats. Contractor shall also identify, determine, and state the maximum wind pressure load that the unoccupied docking system can withstand, based on the other design parameters provided within this specification.
2. A horizontal load due to impact on a dock or finger pier shall be the result of a 60 ft craft striking the dock at 45 degrees. The craft shall be considered moving at a speed of 2 fps. Vessel displacement in pounds shall be computed as $[18 * (\text{vessel length})^2]$, where vessel length is length overall in feet.
3. Loading due to waves shall be calculated on wave design conditions provided in Section 1.5 C of this Specification.
4. Floating debris load allowances shall be included in the design of the system. Current design conditions provided in Section 1.5 C of this Specification.
5. Pile layout and design shall be in accordance with the requirements of this Section and Section 02454, MARINE PILING. Pile system shall restrain the floating docks under the extreme loading described herein.

E. Additional Load Combinations

1. Dead Load + Vertical Wave Load: Loading to be applied to analyze and determine the adequacy of a large portion of the system to sustain the loading for fatigue, based on more than two (2) million cycles.
 2. Dead Load + Vertical Wave Load + Wind Load: Loading case to determine the stresses in the dock system structural elements.
 3. Dead Load + Horizontal Wind Load + Horizontal Wave Load: Loading case to determine anchor pile requirements.
 4. Overstress factors are allowed for above loading combinations when either wind, wave, or berthing forces are analyzed.
- F. Berthing layout shall be designed and installed as schematically shown on the Drawings. Any significant deviations required based on the Dock Manufacturer's proprietary product(s) shall be submitted to Owner's Engineer for approval.

3.2 FABRICATION REQUIREMENTS – FLOATING DOCK STRUCTURES (New Docks Only)

- A. Finished metal members shall be free from twists, bends, distortions, open joints, sharp edges, and burrs. Ends of exposed metal members shall be rounded or beveled. All coping and mitering shall be done with care.
- B. Adjacent floating dock modules shall be separated by neoprene pads (or alternate approved material) or otherwise connected so that maximum gap on the walking surface is ½ inch.
- C. Drilling and cutting of steel after galvanizing shall be minimized. Where necessary, such holes and edges shall be painted with high zinc dust content paint. All welds over galvanized material shall be thoroughly cleaned and coated with two coats of cold galvanizing compound.
- D. All welding shall conform to the requirements of the American Welding Society (AWS D1.1 for steel and AWS D1.2 for aluminum as applicable). Welds shall be a solid and homogenous part of the metals joined and shall be free from pits or scale, and shall be of full area and length required to develop the required strength for the intended use.
- E. All bolts, nuts, and washers shall be set square with connecting structural members and the nuts shall be drawn tight. Lock washers or other devices or techniques shall be used to prevent nuts from loosening after being properly tightened. High strength bolts shall be used where required in accordance with the American Institute of Steel Construction specifications “Structural Joints Using ASTM F3125 Bolts”. Deck fasteners shall be corrosion resistant stainless steel screws.
- F. Lumber shall be counter-bored wherever projecting bolt heads or nuts may damage boats or provide a hazard to pier users. Counter-boring shall be sufficiently deep to permit installation of the bolts and nuts with washers well below the surface of the wood. The heads of dome head bolts may project above the surface.
- G. Connections between floating pier modules or other elements such as lifting rings shall not protrude above the level of the deck. Gaps between deck boards shall be no less than $\frac{1}{16}$ inch and no more than $\frac{1}{4}$ inch. There shall not be any gap in the walking surface of the floating piers that exceeds ½ inch.
- H. Connections shall be designed to permit removal and replacement of connectors without the necessity of removing other components for access. Connectors shall be of materials that are easily available and shall be positively contained so as to prevent their working free under normal conditions. All connections must be capable of transmitting all loads and forces imposed upon the structure.
- I. All deck surfaces shall be level and properly drained so that water will not puddle on the deck surface. Adjacent dock modules shall have less than 1/8-inch difference in elevation.
- J. Any potential corrosive installation of dissimilar materials shall be properly insulated to minimize or eliminate corrosion in the marine environment.

3.3 INSTALLATION REQUIREMENTS – REFURBISHED CONCRETE DOCKS

- A. If reusing suitable concrete float modules for the construction of the new central side-tie dock (Dock 6), Contractor shall exercise care when disassembling and removing existing float modules.
- B. Contractor shall clean, inspect, and select modules in the best condition for reuse.
- C. Contractor shall consult Bellingham Marine concerning repair techniques for superficial cracks, etc.
- D. Thru-Rod Connections
 - 1. The minimum dimension for all thru-rods for structural attachment is 3/4-inch thread diameter.
 - 2. All thru-rods shall be placed within PVC sleeves cast in the float units. The maximum inside diameter of PVC shall not exceed 7/8 inch.
 - 3. Walers shall be securely fastened to the concrete floats using fiber reinforced plastic (FRP) of high strength pultruded rods. At the time of manufacture the pultruded tie rods shall meet the following specifications:
 - a. Profile Dimensions and Tolerances
 - Diameter 0.782 ± 0.008 in
 - Nominal weight $0.405 \text{ lb/ft} \pm 5\%$ (weight is for rod before grinding)
 - Density (nominal) $125 \text{ lb/ft}^3 \pm 5\%$
 - Cut length Customer advised length ± 0.1 in up to 6.6 ft lengths ± 0.2 in for lengths above 6.6 ft.
 - Straightness Customer advised length ± 0.1 in up to 6.6 ft lengths ± 0.2 in for lengths above 6.6 ft.
 - b. Raw Materials
 - Matrix based on hybrid epoxy vinyl ester resin
 - ECR glass
 - c. Resin matrix properties
 - Glass transition temperature of resin $\geq 291^\circ\text{F}$
 - Onset reaction temp $\geq 212^\circ\text{F}$
 - Heat of cure $\geq 72 \text{ kJ/lb}$
 - Peak Exotherm $\geq 248^\circ\text{F}$
 -
 - d. Reinforcement properties
 - Direct roving's, Boron-free ECR glass ASTM D5780
 - Single filament tensile Strength 450 to 550 ksi, ASTM D2101
 - Young's modulus 11.5 to 11.7 msi Sonic method
 - e. Physical Properties
 - Transverse shear $> 13.5 \text{ kip}$ (single sided shear), ASTM D7617/D7617M

- Nut pull off strength > 15.7 kip, In house test
 - Dynamic Flexural Modulus > 6 msi, ASTM E1640
 - Moisture absorption < 0.1%, ASTM D570 Method 7.1
 - Glass transition temperature of finished rod measured by Dynamic Mechanical Thermal Analysis 284°F Storage modulus curve, 320°F Tanδ curve peak ASTM E1640
 - Cure Ratio >95% CSA S870-10
- f. Other
- Color – Dark Grey
 - Surface finish – Surface to be free from cracking, loose fibers and blistering.
- g. Test Certificate. A test certificate for each production batch shall include:
- QA/QC Inward Raw Materials
 - Glass type
 - Resin type
 - Resin release number
 - Incoming Resin QC Differential Scanning Calorimeter (DSC)
 - Test & Analysis (ASTM E1356)
 - Onset reaction temperature
 - Heat of cure
 - Peak exothermic
 - Glass transition temperature (Tg)
 - QA/QC Product and Production
 - Surface finish
 - Diameter (Ø)
 - Product glass transition temperature (Tg) (ASTM E1640)
 - Nut pull off strength
 - Transverse shear strength
 - DSC and DMTA Thermogram graphs
4. All bolted connections shall include ¾" (nominal) nylon nuts manufactured from a high toughness 50% glass filled nylon 6 and contain high quality UV stabilizers for maximum longevity.
5. A minimum of four (4) thru-rods per float unit are required, with a minimum average of one (1) thru-rod per two (2) lineal feet of float length. The quantity and configuration of the thru-rods will be determined by the Contractor design Engineer of Record's load calculations on each dock section.
6. Thru-rods shall be placed through each float unit within six (6) inches of each end of that unit, and within six (6) inches of each lumber splice.
7. No connecting device shall protrude beyond the fascia into the berth area. Any connecting device protruding above the surface of the deck shall have a low, rounded profile.

E. Nylon Nuts

1. Raw Materials: Nylon nuts shall be manufactured from a high toughness 50% glass filled nylon 6, which contains high quality UV stabilizers for maximum longevity.
2. Physical Properties: Nut pull off strength shall be >15.7 kip
3. Other:
 - a. Nylon nuts shall be black in color.
 - b. All internal surfaces shall be smooth.
 - c. Hexagonal surfaces shall be textured for increased grip; all other surfaces shall be smooth. Small injection marks are acceptable.

F. Lumber

1. All timber walers and structural lumber shall be of Southern Yellow Pine; "No. 1" or better in accordance with either the Southern Pine Inspection Bureau or the Timber Products Inspection Bureau grading rules.
2. Lumber shall be fabricated accurately to provide uniform gaps and butt joint connections. Lumber splices shall not exceed 1/2 inch between adjoining ends.
3. All walers, fascia, spacers, plywood, or any other member, which is subject to foot traffic, shall be flush with the concrete walking surface.
4. All lumber shall be pressure preservative treated with CCA to 0.6 pound retention after fabrication.
5. All lumber, with the exception of laminated beams, will be cut to length and all holes drilled prior to pressure treatment as far as is possible.
6. Tie bands used for delivery must have plates between the bands and the wood to prevent crushing. Bundle identification shall be done so as not to stain lumber surfaces.

3.4 DESIGN REQUIREMENTS – DOCK ACCESSORIES

- A. Pile guides for floating docks shall allow free vertical movement of the dock, while minimizing damage due to normal dock movement caused by tides, boat wakes, water fluctuation, and seasonal winds. Piles and pile guides shall be of sufficient strength and number to secure the dock system under the extreme loading conditions given in Section 1.5 C, per the Contractors design. Pile guides for the central side-tie dock shall be internal to the extent possible. Pile guides shall be internal in all areas where vessels will be moored alongside. Where Dock Manufacturer does not require gussets for structural purposes, exposed pile guide shall be framed with bumper and rub rail to protect vessels from impact damage.
- B. Dock utilities shall be supplied and installed as described in the Drawings and Section 02501 DOCK UTILITY GENERAL REQUIREMENTS. Appropriate conduit and/or raceways, stub-up locations, access panels, and junction boxes shall be provided to

accommodate all required utility services to and on the docks. Contractor shall coordinate requirements of dock utilities with Dock Manufacturer during design and fabrication process, including access/routing and dead loads. Utility access panels shall allow for easy access at regular intervals along the deck surface and provide direct access at all indicated valves, expansion joints, flexible piping connections, etc. as indicated on the utilities plans.

- C. All work shall conform to reviewed and approved Shop Drawings. Construction details and colors of the completed dock system shall be consistent throughout.
- D. All floating dock design and construction, including appurtenances and accessories shall comply with the provisions of Americans with Disabilities Act Accessibility Guidelines (ADAAG) Section 15.2.

3.5 FABRICATION REQUIREMENTS – DOCK ACCESSORIES

- A. Pile guides shall be of a multiple roller or rub block type and allow full vertical movement of the pier system without inducing binding or torsion into the system. Pile guides must be of sufficient strength to secure the system under the extreme loading conditions given in Section 1.5 C of this Specification. Guide pile rollers shall include a roller made of ultra-high molecular weight plastic mounted on a stainless-steel axle. The mounting bracket shall be galvanized after fabrication. Rollers shall be configured for simple replacement and be adjustable.
- B. Any potential corrosive installation of dissimilar materials shall be properly insulated to minimize or eliminate corrosion in the marine environment.
- C. The floating dock section at the gangway landing shall include appropriate contact surfaces for accepting the gangway landing wheels and transition plate, so that movement of the gangway and transition plate will not wear on the dock surface over time or create unnecessary noise.

3.6 MATERIALS, TRANSPORT, HANDLING AND STORAGE

- A. The Contractor shall take care in establishing handling methods to avoid damage to floating docks and other materials during removal, storage, assembly, and installation.
- B. Do not stack items where damage may occur. Materials delivered and stored at either the manufacturing facility, staging area, or jobsite shall be properly stored on dunnage or by other appropriate means to prevent direct contact with the ground and unnecessary damage.
- C. The Contractor is responsible for coordination of the storage, handling, and transport requirements for all materials with Dock Manufacturer and all Subcontractors. The Owner's Engineer may reject floating docks or other materials damaged during execution of the Work and the Contractor shall replace such items at no additional cost to the Owner.
- G. Excessive cracks, splits, stress marks, or other damage or manufacture defect in any flotation unit shall be cause for rejection of the unit. Any frequently recurring crack, split, stress mark, or other damage or manufacture defect pattern shall be considered indicative of inadequate design, fabrication or improper handling. Contractor shall

correct such occurrences by replacement and appropriate changes in design, fabrication, handling or other procedures.

3.7 INSTALLATION, CERTIFICATION AND TESTING

- A. The Contractor shall secure supervision and/or inspection services from the Floating Dock Manufacturer during the installation of their product.
- B. Anchor pile installation shall be per requirements of Section 02454 – Marine Piling, and related sections.
- C. After final installation of the floating docks, the Manufacturer shall furnish to the Contractor and Owner written certification that the floating docks have been installed according to Dock Manufacturer's recommendations and engineering submittals described in this Specification. Certification must be submitted before the final application for payment is processed.
- D. Prior to final acceptance, Owner's Engineer reserves the right to direct the Contractor to perform load tests and freeboard measurements to ensure that the floating dock system meets the requirements of the Specification. Test may include:
 - 1. Measurement of dead load and live load freeboards.
 - 2. Measurement of list of all floats.
- E. Contractor shall submit results of the above tests to the Owner's Engineer with final "as built" drawings (including all floating docks, piles, accessories, and utilities), detailed fabrication drawings for floating docks, warranty, operations and maintenance manual(s), and listing of typical replacement parts, part numbers, and manufacturer contact information where applicable.

END OF SECTION

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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 18-23. 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: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

Questions & Answers

- 1. Will the Contractor be required to carry insurance under the United States Longshore and Harbor Workers Compensation Act?**

Yes, the City requires marine contractors working on or over navigable waters of the United States to carry the USL&H insurance.

- 2. Will Bidders be given an opportunity to inspect the building to be demolished and is there any known asbestos in the building to be removed?**

An assessment report prepared for the City by Passero Associates concerning the building to be demolished can be found as an attachment to this Addendum. The report provides photographs of the inside and outside of the building descriptions of components. The City can allow Bidders access to the building by appointment.

There is also an asbestos and lead-based paint report attached. Bidders are responsible for fully evaluating the conditions of the building.

- 3. Can piles be cut off flush with the riverbed or must they be completely removed?**

The marina floating dock concrete anchor piling specified for demolition and the overwater building foundation piling should be completely removed. However, the timber foundation piling for the overwater building are very old and well beyond their design life. Should the pile break or fail when being removed, the Contractor may be permitted to cut the pile off flush with the riverbed if the break occurs above the riverbed. In the case of pile failure, the Contractor shall report the failure to the Owner's Representative and discuss an appropriate remedy. In cases where the pile cannot be completely removed, the Contractor shall prepare a report describing the nature of the incident, note agreed upon remedy, and note the coordinates of the pile location.

Because the permits require the City to maintain water quality to State standards, the Owner prefers that jetting not be used to remove the concrete piles. Additionally, jetting further fluidizes the riverbed and may significantly reduce the lateral holding capacity if new piles are installed in the same or a nearby location. If the Contractor determines that the piles cannot be removed without jetting, they shall coordinate with the Owner's Representative regarding their proposed methodology. The Contractor is responsible for provision of turbidity curtains or other measures required to maintain water quality standards, as well as any alterations to the river bottom and underlying soils during the pile removal process. This includes any changes or significant modifications to the geotechnical properties of the soils that may affect new pile installation. The Contractor shall consult with the Geotechnical Engineer to ensure that the proposed methods are acceptable and project design criteria and specifications are met.

If the Contractor desires, an unsolicited bid alternative can be submitted for cutting off the timber foundation piling at the riverbed.

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

4. What are the requirements for as-built drawings?

Please see sections 1.4, 1.5, and 1.6 of the General Project Requirements, 01000 for information related to the general requirements for the as-built drawings including survey requirements. In addition to the final locations and dimensions of the floating docks and access ramps, the drawings shall also include the final pile layout including the location and description of the piling and final cutoff elevations of the top of the pile (see Section 3.12 of Marine Piles 02454). The as-built drawings shall also include all utilities installed including locations of pedestals, panels, substations, etc. (see Section 1.3.E and Section 1.3.F of Marine Utility General Requirements 02501).

5. If the dredged material is placed at the Municipal Airport, will there be any charge for placing the material at this location? Who will do the grading? Are there seeding and mulching requirements? Will we be allowed to leave the dredged material at the airport permanently? Should it be graded off into mounds and seeded and mulched there? Please detail the disposal site location on a plan drawing for clear reference to the Contractors. Please provide the anticipated amount of cubic yard capacity at the referenced upland placement site. This information will be needed prior to putting a proposal together. Are there any regulations, fees, requirements, etc. if the Contractor elects to use the upland placement site near the airport? If so, please send out any information pertaining to the use of the upland placement site. This information is needed prior to putting a proposal together.

If airport property is used for placement of material the material will be placed and graded across the property by the contractor per specifications provided by the airport (following review and approval by the Federal Aviation Administration). The material can be left permanently. If a charge is assessed for placement, the City of Fernandina Beach will pay the charge for placement of material. Seeding of the property with seed specified by the airport will be required.

6. How are the gangways to be refurbished? What constitutes refurbishment?

The two existing gangways that will serve the dinghy docks (Docks 4 & 5) shall be removed, inspected and refurbished as needed to meet the specifications in Section 02851 – Aluminum Gangway. In general, refurbishment may require new hinges at the shoreside mounting location and at the transition plate; new rollers, new transition plates, new mounting hardware, and deck plates at the dockside end of the gangway. The Contractor shall provide the Owner's Representative with a concise inspection report of each gangway prior to undertaking refurbishment activities. If the Contractor's inspection determines that the main gangway ramp is structurally compromised, the Contractor shall coordinate with the Owner's Representative to discuss an appropriate remedy or add-on for the repair or purchase of a new gangway.

7. Who determines if the docks are refurbished satisfactorily?

The Owner's Representative will determine if the dock refurbishment meets the requirements of Specifications and Drawings.

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

- 8. How are the dinghy docks to be refurbished? For Docks 4 & 5 to be refurbished, shall floats be removed, cleaned, inspected by engineer for reuse or refurbished in the water? New waler boards and thru rods? Shall new thru rods be FRP?**

For the refurbishment of the dinghy docks (Docks 4 & 5), the Contractor shall follow the requirements of Section 3.3 of the Floating Docks (02852) Specification. Because these docks will not be removed, inspected, and select modules chosen (Section 3.3.B), refurbishment is limited to new walers and through rods and the repair of superficial cracks. The specification calls for FRP thru-rods and nylon nuts. Bidders are welcome to also bid steel rods and nuts as an alternate if the City can realize a substantial savings.

- 9. How should the existing concrete docks be refurbished if used for constructing Dock 6?**

The Contractor shall follow the requirements of Section 3.3 of the Floating Docks (02852) Specification for instructions for refurbishing the concrete floating docks. In general, the dock modules shall be removed, cleaned, inspected, and the best modules selected for reuse. Superficial cracks shall be repaired. The dock modules shall be structurally connected with new through rods and walers following the requirements of Section 3.3. The anchor pile guides shall be installed internal to the dock system as represented on the Drawings. The Contractor shall provide the Owner's Representative with a concise inspection report of each module prior to undertaking refurbishment activities.

- 10. Who pays for the water meters? Are they provided by the utility company?**

No water meter will be required for this project. The water supply will utilize the existing water meter to serve the domestic water to the floating docks. (see Section 2.7.E. of Marine Utility General Requirements – 02501).

- 11. Will the new and refurbished gangway rails require 4" sphere rule and top 42" above grade?**

Gangways are not subject to the handrail and guardrail requirements of the International Building Code. Neither the new nor refurbished gangways are required to have pickets that meet the 4" sphere rule. However, standard gangways (including the two existing gangways that will be reused) have top rails at 42".

- 12. For Docks 4 & 5, which will be refurbished in place, will all of the existing utilities be removed and replaced in the dock?**

In general, all of the utilities are to be removed from the docks and replaced with new power and water. The dry fire lines may be reused but the lines will need to be capped where they currently extend down the dock trees that are being removed. New dry stand pipes shall be installed at or near the locations shown on the Drawings.

City of Fernandina Beach, Florida
Addendum No. 1
For
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MARINA DESIGN BUILD SOUTHERN ATTENUATOR

13. Does the present project include any work on Docks 2 & 3 or the northern portion of Dock 1?

The present project does not include any work on those portions of the marina, but the City continues plans to improve these areas.

14. How was the plan quantity of the dredged material calculated? Where the dredging takes place against Docks 4 and 5, did you figure the angle of repose of the dredged materials under the docks that will slide into the dredge area? Looks like Docks 4 and 5 may have to be moved to dredge under them. Are we going to be paid on a per cubic yard basis? How is it calculated?

The dredge quantities were calculated by creating a surface model from the latest bathymetric survey completed by Manzie and Drake in March of 2017 and cutting the surface to (-)8 ft MLW. The calculation is based on a box cut that ends at the waterward face of Docks 4 & 5. The plan assumes that riverbed will shift after dredging and find the natural angle of repose and it is understood that material will shift from the landward side of Docks 4 & 5 into the dredged area thus reducing the final grades on the waterward side of the docks.

See Section 02325 – Dredging and Disposal for measurement of quantities (Section 1.3) and Basis of Payment (Section 1.4). Quantities will be determined by comparing pre- and post-dredge surveys conducted by a Florida Professional Surveyor and Mapper. The Specification allows for the use of the March 2017 bathymetric survey to serve as the basis of the pre-dredge condition, but the Contractor may wish to perform a new survey just prior to initiating the work at their own cost. Because it is expected that the riverbed will slump and shift into the cut area, the surveys should include the areas north, east, and west of the cut.

15. Is there any seawall, sheet pile or boardwalk being demolished, installed, or replaced either under this agreement or within the scheduled completion time for this project?

This project does not include any bulkhead or boardwalk demolition or installation. The City is studying the concrete panel king pile way in the marina and may at some point replace the existing wall and raise the cap elevation. This work, if undertaken, would also require some demolition and replacement of boardwalk. We don't anticipate that this work would be initiated within the timeframe for this project.

16. We understand that the marina landward of the new wave attenuator will be shut down for construction activities associated with this project, How long will it be allowed to be closed? When are you projecting the project to be started and finished? What is the anticipated/expected substantial completion date? How many calendar days are allotted for project completion from the notice to proceed?

The southern basin landward of the attenuator will need to be closed to patrons during the construction period from the initiation of demolition until the acceptance of the constructed work. It is the City's desire to complete the project as soon as possible so that other marina projects are either unaffected or delayed. The permits for the dredging and dock realignment are in place so work can begin as soon as it is contracted. It is the City's desire to have the project substantially

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

complete by Shrimp Festival (3 May to 5 May 2019). The project timeframe will be determined based on the schedule and work plan provided by the chosen Contractor.

17. What are the liquidated damages?

The proposed liquidated damages are outlined in Article 6 of the Form of Contract included with the bid documents.

18. The only material spec we were given for the water piping on the last bid said it was to be “non-ferrous PEX”. The only fittings we could find that would work with this pipe and be non-ferrous were brass Sharkbite brand. These fittings are cast bronze with a neoprene seal and 304 stainless clamping rings. Neither the design engineer nor the manufacturer could verify that these fitting are acceptable to be used in marine applications. It would be nice if we could get a written spec of exactly what the engineer and owner expect.

Wirsbo Uponor PEX is the preferred domestic water piping material and is installed as a system with all pipe and fittings included. Specification Attached. Ferrous or metallic fittings are not desired and should not be needed or used. Shark-bite type fittings would not be a good application for a marina piping system subjected to movement and flexing. Fittings utilizing metallic clamping rings are problematic and prone to corrosion and failure and thus should not be used.

19. We need verification that we can either install the piping in the new docks prior to installation or that the piping chases are accessible from above as our company is not insured to contract divers or work over open water.

The utilities cannot be installed in the docks before the assembling of the new dock structure in the water. However, all dock structure systems that we have worked with have allowed the utilities to be installed after assembly in the water from the top side of the dock. The coordination of the method of installation shall be the responsibility of the Contractor’s Engineer of Record, dock supplier, and Contractor. The dinghy docks (Docks 4 & 5) that are to be refurbished in-place have utility raceways that are cast-in tubes that are accessible from the dock termini and from the pull boxes that we showed during the pre-bid meeting.

However, the intent of the electrical feeder between Dock 5 and 6 is to be installed underwater. This feeder should be installed by a certified diver to ensure the feeder is install out of harm’s way.

20. Our Mechanical Engineer has requested a flow test at the hydrant.

If the Bidder provides a specification or detailed description of what is desired from this test, the City Utilities Department will conduct it and issue the results to the Bidders.

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

- 21. Are the piling at the fenced City staging area adjacent to the overwater building to be demolished being removed by others.**

If the Contractor desires access to the referenced City parcel from the water, the Contractor will need to remove a portion of the derelict fixed pier that is blocking access.

- 22. At what time shall the engineer approve or disapprove reuse of concrete piling? What is the length of the existing concrete pilings to be removed?**

If the Contractor chooses to reuse existing pre-stressed precast concrete piles, the piles shall be removed, cleaned, and inspected by the Contractor's Engineer of Record. The Contractor's Engineer of Record shall determine whether the concrete piling can be reused. This should be based on the condition of the piles and whether the piles (length and width) are adequate to meet the design criteria. The piles are 18" prestressed precast concrete. Representative pile lengths (based on etched information on the piles is provided in the table below. As-built drawings for are available for Bidder inspection for Docks 7, 8, & 9. See Sheet M-1 of the Drawings for existing marina dock nomenclature. The Contractor shall provide the Owner's Representative with a concise inspection report of each pile and the Engineer or Record's approval to re-use prior to undertaking using any existing piles.

Dock	Nearshore End	Middle of Tree	T-Heads
Dock 4	68 ft	68 ft	68 ft
Dock 5	68 ft	68 ft	68 ft
Dock 6	68 ft	73 ft	73 ft
Dock 7	58 ft	58 ft	59 ft
Dock 8	59.6 ft	59.6 ft	59.6 ft
Dock 9	59.6 ft	59.6 ft	73 ft

- 23. Are both the hard copy and electronic format (via email) both due on Oct. 19th @ 2:00, or can the electronic bid be sent in with the hard copy following behind?**

The original bid submittal (1 original, 3 copies and 1 electronic version, cd or thumb drive) must be delivered to City Hall in a sealed package, clearly marked on the outside, ITB #18-23. The hard copy and the electronic copy must both be received prior to the published deadline. Email is not an allowed electronic format.

END OF ADDENDUM NO. 1

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

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 18-23. This Addendum No. 2 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: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

Questions & Answers

1. **BF-3 / 9.5 / “Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids. GEN-1 / 1 / j / “Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID”. Please change the 90 days to 60 days to reflect the rest of the specifications for clarity.**

All bids shall remain subject to acceptance for sixty (60) days after the day of the Bid opening.

2. **GEN-2 / 7 / 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”. Please clarify the intention behind this specification. (Ex. If the marina fills back in within one-year, is the Contractor liable to re-mobilize/re-dredge at the submitted bid prices?)**

This item in the General Conditions does not apply to this Bid.

3. **Have all the required permits been obtained to complete the project as currently constructed in its entirety, including permits pertaining to the upland placement site?**

Yes.

4. **Please detail the location of this turbidity curtain. Will it be acceptable to place curtain starting at the Southern end of Dock 1, and stretch it to Eastern shore? (Ex. Delineate on the plan drawing the amount of turbidity curtain needed / location of the turbidity curtain)**

The Florida Department of Environmental Protection (FDEP) issued a Regulatory Exemption for the state authorization for the dredging work. That exemption does not require the installation of turbidity curtains for this work, but indicates that, “Best management practices shall be utilized during the dredging operation to prevent turbidity.” FDEP also issued the federal authorization for the dredging under the State Programmatic General Permit (SPGP V) program. The federal authorization includes standard Special Conditions that are detailed in the state authorization in the Appendix to the Bid Documents. These include the following turbidity control measures:

“Turbidity control measures shall be used throughout construction to control erosion and siltation to ensure there are no violations of state or federal water quality standards. Turbidity control measures shall be: (1) for the smallest practicable area; (2) monitored daily to ensure listed species are not entangled or trapped in the project area; (3) shall be removed promptly upon project completion and the return of water quality conditions; (4) and shall not block entry to or exit from designated critical habitat. Siltation barriers shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]).

a. turbidity curtains are not required where not practical in dynamic systems such as surf zones and could actually do more harm than good if the curtains become detached (e.g., they could entrap pelagic organisms and become entangled around benthic organisms, such as coral).

b. Turbidity barriers are not required if installation of single piling in deep water since is

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

unlikely to adversely affect water quality.”

The Contractor should monitor turbidity during the dredging operations. If the Contractor is able to meet state the water quality standard (29 NTUs above background) for turbidity (down current of the work), then curtains are not required. If the operation violates the turbidity standard, the Contractor should institute appropriate turbidity control measures as outlined above.

- 5. Reference – 02325-1 / 1.2 / C / “Prior to the end of the construction window, the Contractor shall have completed excavation operations to the limits and elevations specified in the plans.....” What is the construction window? I do not believe this was called out in the specifications.**

The “construction window” is the contracted time-frame of the work.

- 6. Please confirm that a new pre-dredge survey would be performed either by the Owner or Contractor prior to dredging operations beginning. The Contractor would not be agreeable in utilizing an old survey for payment purposes.**

As stated in Addendum No. 1: “Quantities will be determined by comparing pre- and post-dredge surveys conducted by a Florida Professional Surveyor and Mapper. The Specification allows for the use of the March 2017 bathymetric survey to serve as the basis of the pre-dredge condition, but the Contractor may wish to perform a new survey just prior to initiating the work at their own cost.”

- 7. In order for a hydraulic dredging contractor to get down to grade, overswinging is needed due to the natural lowering of the side slopes, as well as needing to over dredge the bottom to assure that the grade requirement is met. Please revise your plan drawings/cross sections, to show the limits of the required dredging plus the 1 foot of allowable overdredge. You currently show dredging going down to -8.0' MLW with no allowable overdredge on the cross sections / plan drawings?**

The permitted dredging lines (boundaries) include the entirety of the marina so the Contractor may “overswing” on the east and north sides of the boundary shown on the Drawings but care should be taken to not interfere with structures in these areas. It is understood that some material must be removed below the permitted grade of (-)8 ft MLW but payment will only be made for excavation to the permitting grade.

- 8. Reference – Plan Drawings / Sheet 6 of 17 / Note: 1 / “Dredge material to be mechanically excavated”. Will hydraulic dredging be allowed on this project?**

Hydraulic dredging is permitted but an approved upland disposal site must be utilized. The City will need to notify FDEP that a site different from the Municipal Airport will be used to manage the dredged material.

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

- 9. Will the parking lot be available for staging operations? If not, please detail a location that would be suitable for a staging area.**

Please see attached exhibit. The fenced area at the City property at 101 North Front Street adjacent to the overwater building to be demolished may be used as a staging and lay down area by the Contractors undertaking the work on this project. Portions of Parking Lots C & D will also be made available for Contractor staging as necessary.

- 10. Please provide the anticipated amount of cubic yard capacity at the referenced upland placement site. This information will be needed prior to putting a proposal together.**

The two Airport spoil locations (see attached map) have sufficient capacity to receive the entirety of the marina dredged material.

- 11. Please detail the disposal site location on a plan drawing for clear reference to the Contractors. Is the placement area referenced at the airport called NA-1?**

Please see the attached plans concerning the airport site. It is an unconfined land placement site suitable for the placement of truck-hauled material. It has been used to store dredged material from at least two previous events. The 35.5-acre DMMA NA-1 is a 35.5-acre confined disposal site on the north end of Crane Island that is located approximately 4.6 river miles south of the marina on east of the AIW and less than a mile west of the Fernandina Municipal Airport. It is intended for the placement and dewatering of dredged material excavated by hydraulic dredge. The eastern edge of the DMMA is visible on the attached plan labeled "Embankment Spoil Locations". The DMMA is extensively detailed in a readily available December 2016 report by Taylor Engineering called "Long-Range Dredged Material Management Plan Update for the Intracoastal Waterway Nassau County, Florida".

Bidders interested in utilizing DMMA NA-1 for the placement of hydraulically dredged material should contact the Florida Inland Navigation District to determine terms of use and availability of the site. It is likely that FIND will require the removal of the dredged material after it has sufficiently dried enough to be hauled away from the site or potentially removing existing material (if dry) to the airport site prior to the initiation of hydraulic dredging at the marina. The Contractor would be required to obtain approval from the Municipal Airport if material (other than marina dredged material) will be placed at the airport locations. FIND should have sediment chemistry results for the material that was most recently placed in the DMMA NA-1 site.

- 12. Please clarify that the contractor is not required to remove material from the upland placement site once dredging operations are completed for the material to be graded across other areas at the airport.**

If the Contractor chooses to utilize the Municipal Airport sites (see attached plans) for the placement of the dredged material, it should be placed in the locations indicated on the plans and graded across those areas once the dredging has been completed. The placement areas must be fitted with erosion control structures as indicated on the attached plans.

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

13. What areas are required to be seeded? What type seed is required by the airport?

The areas where the dredged material is placed at the Airport site should be graded and seeded when the dredging work is completed. The City will provide the seed type shortly. This decision is still being evaluated.

14. Please confirm that all required docks to be removed, will be removed prior to dredging operations beginning.

All the docks proposed for removal should be removed prior to dredging the basin. If the dock demolition and dredging projects are awarded to more than one Contractor, the Contractors will be required to coordinate scheduling to ensure that the docks are removed prior to the initiation of dredging operations.

15. Does the Owner have a written agreement with FIND who owns the upland placement site NA-1 to use their facility for placement of the dredged material? If so, please send out this agreement for review.

The City does not have an agreement with the Florida Inland Navigation District to use DMMA NA-1 for the placement of the marina dredged material. The City has only secured permission to utilize the Municipal Airport site. However, the Contractor can utilize any upland site available that is suitable to FDEP and to the owners of the selected site.

16. This Addendum also includes additional photographs of the interior and exterior of the overwater building proposed for demolition.

END OF ADDENDUM NO. 2

C:\Projects\18-3170 US-FL Fernandina\DWG\SouthBasin\18-3170-FH-BidPlans-SouthBasin-Rev0.dwg staging 10/8/18
NOTE: THESE DRAWINGS AND DESIGNS ARE STRICTLY CONFIDENTIAL AND PROTECTED BY INTERNATIONAL COPYRIGHT LAW. DETAILS MUST NOT BE DISCLOSED, REPRODUCED OR COMMUNICATED TO A 3rd PARTY IN ANY FORM OR MANNER WITHOUT THE PRIOR WRITTEN APPROVAL OF APPLIED TECHNOLOGY & MANAGEMENT.

NOTES:

1. STAGING/PARKING AREAS TO BE COORDINATED WITH OWNER PRIOR TO USE.
2. AERIAL IS DATED 2015 AND WAS DOWNLOADED FROM NOAA'S DIGITAL COAST WEBSITE.

STAGING AREA
(~6,330 SF)

PARKING LOT C

PARKING LOT D

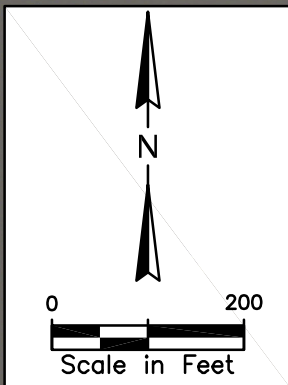
N. FRONT ST.

ALACHUA ST.

CENTRE ST.

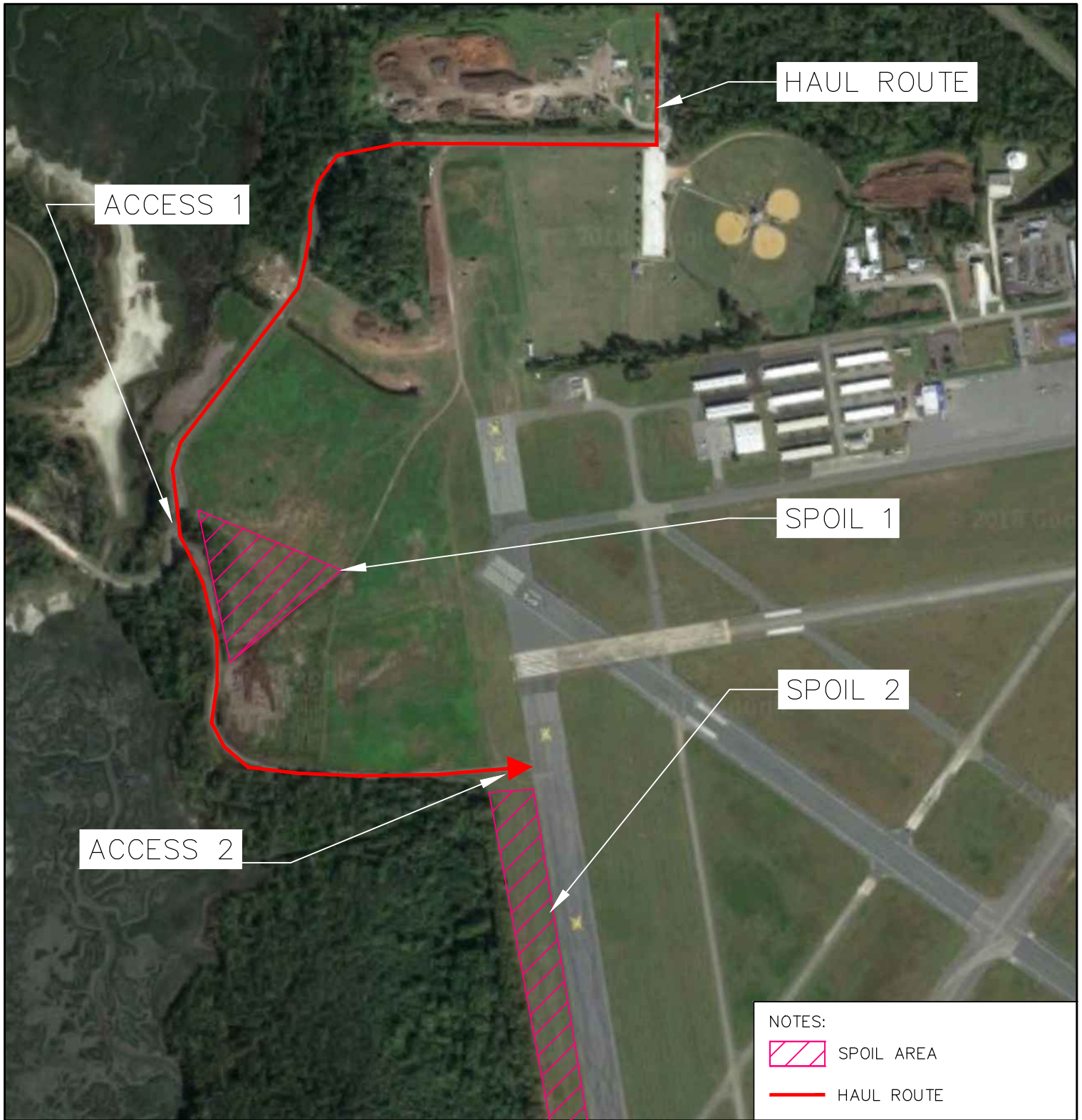
ASH ST.

S. FRONT ST.



STAGING AREAS
Fernandina Harbor Marina
South Basin Configuration
October 8, 2018





Passero Associates

13453 North Main Street-Suite 106
Jacksonville, Florida 32218
(904) 757-6106 FAX: (904) 757-6107
www.passero.com
Certificate of Authorization #3428

Engineering
Architecture

Surveying
Planning

Project:

EMBANKMENT SPOIL LOCATIONS

Drawing:

Client:

Fernandina Beach Municipal Airport
City of Fernandina Beach

Principle-in-Charge: Andrew M. Holesko, C.M.

Project Manager: Brad Wentz, P.E.

Designed by: Bruce Bradley

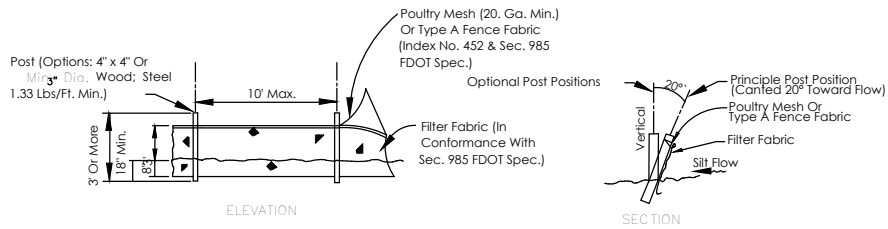
Project No.:

Drawing No.: 1

Scale:

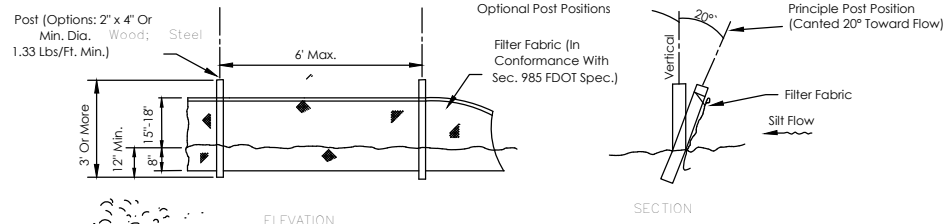
Date:

October, 2018

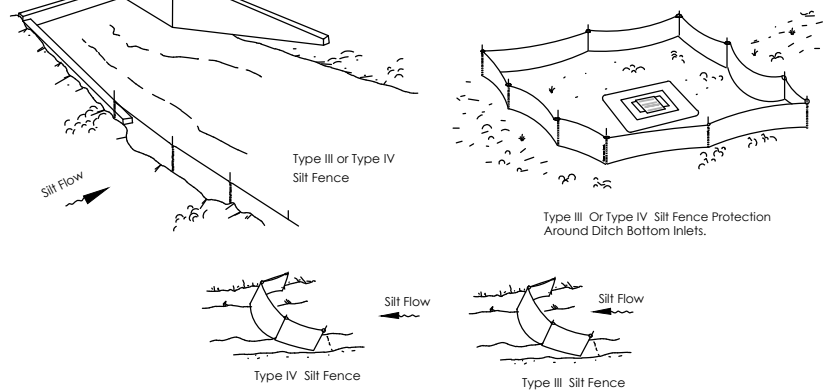


Note: Silt Fence to be paid for under the contract lump sum price for Erosion and Sediment Control.

TYPE IV SILT FENCE



TYPE III SILT FENCE



Note: Spacing for Type III & TYPE IV Fence to be in accordance with Chart 1, Sheet 1 of 3, FDOT Index No. 102 and ditch installations of drainage structures Sheet 2 of 3, FDOT Index No. 102.

SILT FENCE APPLICATIONS

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE TYPE III & IV

(D-908)



Passero Associates

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Jacksonville, Florida 32218
(904) 757-6106 FAX: (904) 757-6107
www.passero.com
Certificate of Authorization #3428

Engineering Architecture Surveying Planning

Project: SILT FENCE

Drawing:

Client: Fernandina Beach Municipal Airport
City of Fernandina Beach

Principle-in-Charge: Andrew M. Holesko, C.M.
Project Manager: Brad Wentz, P.E.
Designed by: Bruce Bradley

Project No.:

Drawing No.: 2

Scale:

Date:
October, 2018











City of Fernandina Beach, Florida
Addendum No. 3
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

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 ITB 18-23. This Addendum No. 3 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: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

City of Fernandina Beach, Florida
Addendum No. 3
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

Questions & Answers

- 1. For the new floating dock #6, the drawing shows 18" freeboard and the spec says 24" freeboard. Please clarify.**

In the Specifications, Section 02852 Floating Docks, Part 3 – Execution, Section 3.1 Design Requirements – Floating Dock Structures (New Docks Only), C Flotation should now read:

- 1. The flotation shall be sized and located to satisfy the following base conditions:*
 - a. Freeboard under dead load only at acceptance:*
 - i. 18 inches (+/- 1 inch) – all docks*
 - b. Minimum freeboard under combined dead load and full live load:*
 - i. 10 inches (+/- 1 inch) – all docks*

END OF ADDENDUM NO. 3



24 October 2018

Dale Martin, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Re: Fernandina Harbor Marina Southern Basin Realignment
ITB No. 18-23 – Bid Review and Recommendation

Dear Mr. Martin:

ATM has completed a technical review of the bids submitted for the above referenced project. There were three total bids submitted and all three were considered responsive based on initial review. An attachment to this letter details the submittal requirements. Brance Diversified, Bellingham Marine, and Fender Marine Construction provided the required submittal items. The only deficiencies were that Bellingham filled out but did not sign the execution section of the Bid Form and Fender Marine provided no warranty information.

Attached is a summary tabulation of bid prices and supporting information. Brance Diversified and Fender Marine were the only Contractors that bid the entire project. Entire project bids ranged from \$3.2M (Brance Diversified) to \$7.5M (Fender Marine). Brance Diversified was also the low bidder on each of the project component parts (demolition of the Vuturo Building, demolition and realignment of the south basin docks, and dredging of the south basin). Bids for the Vuturo Building demolition and disposal ranged in price from \$66,000 to \$160,423. (Bellingham Marine did not bid this work.) Bids for the demolition and realignment of the south basin docks (including refurbishment of the existing docks that will be used for dinghies) ranged in price from \$1.4M to \$4.0M. Bids for the dredging and disposal ranged from \$997,500 to \$1,389,080. (Bellingham Marine did not bid the dredging work.)

In general, estimated construction schedules begin in late November / early December 2018 and run approximately 2.5 to 6 months for the entire project. The low bidder (Brance Diversified) proposes to begin mobilization the week of November 19th, complete demolition by the first week in December, complete dredging in December, and complete the dock works by the first week of February 2019.

Based on our initial review, the apparent low bidder is Brance Diversified, a Florida licensed marine specialty contractor, headquartered in Jacksonville, FL. They appear to be qualified for the project. For the entire project, their estimated price is just under \$3.2M and their estimated construction schedule runs from November 2018 to February 2019.

The City of Fernandina Beach should consult their procurement office to ensure any internal requirements are met and all proper procedures are followed. ATM reviewed the proposed list of consultants and subcontractors and there are no objections to the firms selected by Brance Diversified. The City may wish to follow up on the references provided in the bid package. Barring any internal or external requirements,



it is the City of Fernandina Beach's decision whether or not to release a bid tabulation summary (attached price table) to the public.

Sincerely,

APPLIED TECHNOLOGY & MANAGEMENT, INC.



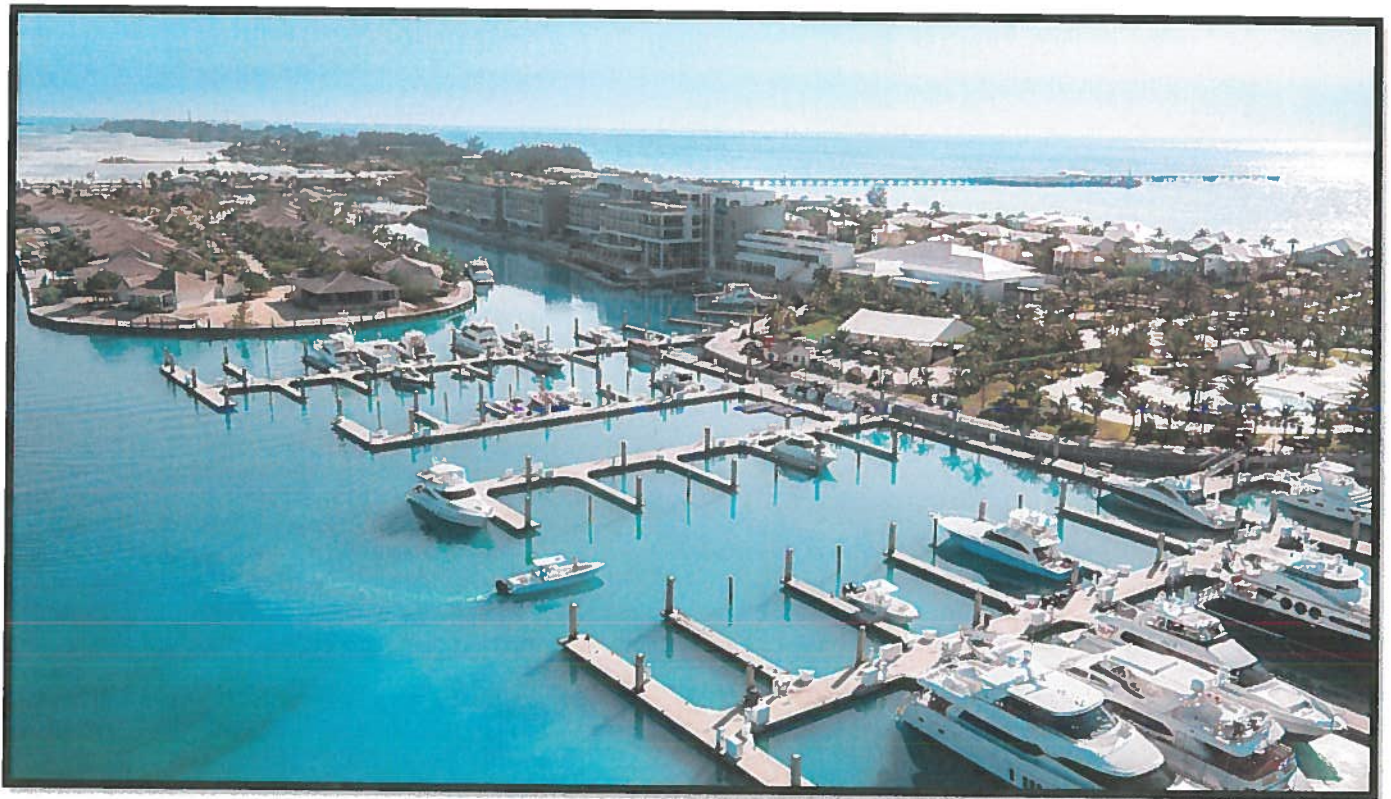
Robert Semmes, MS
Vice President

cc: Wanda Weaks (City of Fernandina Beach)
Tim Mason, PE (ATM)
Pete Peterson, PE (ATM)



[October 19, 2018]

FERNANDINA HARBOR MARINA



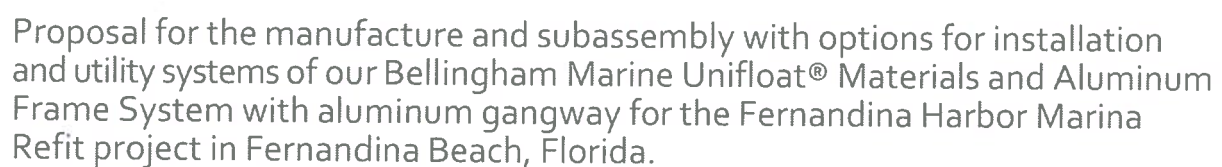
THE WORLD'S
MOST COMPREHENSIVE
MARINA BUILDER

www.bellingham-marine.com

PROJECT NAME:
Fernandina Harbor Marina

BMI CONTACT:
Steve Ryder
1813 Dennis Street, Jacksonville, FL 32204
Ph: 904-613-2331
sryder@bellingham-marine.com

UNIFLOAT® SCOPE OF WORK PROPOSAL



Bellingham

MARINE



Florida Floats, Inc. 1813 Dennis St. (904) 358-3362
dba Bellingham Marine Jacksonville, FL 32204 FAX (904) 354-4818
www.bellingham-marine.com

October 19, 2018

1.0 UNIFLOAT® SCOPE OF WORK

Thank you for the opportunity to present our scope of work for the manufacture and delivery of our Unifloat® Concrete floating dock materials, BMA® Aluminum Frame floating dock and aluminum gangway with delivery to the Fernandina Harbor Marina in Fernandina Beach, Florida. The purpose of this written proposal is to present our offer to perform the work identified in this proposal.

This proposal is based on the bid documents, addendums 1 to 3, specifications and drawings as prepared by Applied Technology and Management (ATM) for the City of Fernandina Beach Invitation to Bid (ITB) #18-23.

Prices quoted herein are contingent upon BMI's receipt and review of all published plans, specifications, addenda, other reports issued in reference to the project and a mutually agreed Contract.

The following items in Section 1 are **included** in our Base Bid Proposal:

Section 1: Dinghy Docks 4 & 5 Rehab & BMA® Dock System Materials

- 1.1 **BMA® ALUMINUM FRAME FLOATING DOCKS** – includes the following Aluminum frame system floating docks.
 - ✚ 1 each 8' x 800' Aluminum Frame Floating Dock with Synthetic Decking
- 1.2 **FABRICATED, TREATED (CCA) WOOD WALER SYSTEM** - all walers to be Southern Yellow Pine, No. 1. Including double 3" x 10" walers with a 2" x 10" cover board. Walers will be reinforced with split rings and shear plates at designated thru-rod locations along the dinghy docks.
- 1.3 **FIBERGLASS (FRP) THRU-RODS** – includes a single row ¾" diameter FRP thru-rods with nylon nuts for the concrete dinghy docks rehab. Grade 304 Stainless Steel thru-rods will be used at the weldments for these docks.
- 1.4 **HOT-DIPPED GALVANIZED WELDMENTS** – includes 10 each 18" HDG Side Pile Guides for use with 18" prestressed square concrete piling for Docks 4 & 5.

Initials _____ / _____
Buyer Bellingham

- 1.5 **PILE ROLLERS** – 8 rollers per pile guide.
- 1.6 **MOORING CLEATS** – includes 14” HDG cleats with attachment hardware for Docks 4 & 5.
- 1.7 **VINYL FENDERING & CORNER BUMPERS** – includes standard duty vinyl fendering and vinyl corner bumpers, dark gray in color. Continuous at all berthing areas on Docks 4 & 5.
- 1.8 **PEDESTRIAN GANGWAY RAMP** - 1 each 4’ x 30’ aluminum gangway with a slip-resistant aluminum walking surface for the new center dock.
- 1.9 **SAFETY LADDERS** – includes 8 each aluminum float step safety ladders.
- 1.10 **PILE CAPS** – includes 36 each 18” square fiberglass pile caps, white in color.
- 1.11 **PILE & PILE DRIVING** – includes the pulling and reusing of 26 each 18” x 18” x 50’ existing precast square concrete piling to be used along the new 800’ center dock.
- 1.12 **DEMOLITION** – includes the removal and disposal of the existing concrete floating docks and piling as specified by ATM. The main walkway portions of Docks 4 & 5 will remain in place and be refurbished with the above mentioned materials in sections 1.2 – 1.7.
- 1.13 **LOADING AND SECURING ON OUR TRUCKS WITH FREIGHT PREPAID TO FERNANDINA BEACH, FLORIDA** - All materials will be inspected by the Buyer’s representative upon delivery and representative will be required to certify that materials are complete and free of defects. Claims for material defects, loss or shortages discovered after inspection shall be for the Buyer’s account. Buyer’s failure to inspect materials upon delivery shall constitute a waiver of claims for material defects, loss or shortages.
- 1.14 **UNIFLOAT® DOCK SYSTEM & PILE SYSTEMS DESIGNS** - includes design services to provide shop drawings and calculations stamped by a registered professional engineers licensed in the State of Florida for the structural components in the Unifloat® dock system and pile systems.

Section 2 Dock Electrical Equipment & Installation

- 2.1 **ELECTRICAL EQUIPMENT** - includes the following equipment as designed and manufactured by Marina Electrical Equipment (MEE) per the following receptacle configuration:

Initials _____ / _____
Buyer Bellingham

Electrical Panel & Substation

1 each Panel "P1" - NEMA 3R – 120/240V 1-Phase – 200/2 MCB w/ (2)20/2 GFEP, (6)20/1 and (6)30/2

1 each Panel "SER Panel" - NEMA 3R – 480Y/277V 3-Phase – 1200/3 LSIG MCB w/ (1)450/2, (1)300/2, (1)400/2 and (4)400/2.

1 each Panel "P4" - NEMA 3R – 120/240V 1-Phase – 400/2 MCB w/ (1)20/2, (10)100/2.

1 each Landside Transformer – NEMA 3R – 100Kva – 1 Phase – 480V

1 each Substation US6 - 167kVA 1-Phase – Primary 480V x 120/240V - 700/2 MCB (120/240V).

1 each Substation A - 167kVA 1-Phase – Primary 480V x 120/240V - 700/2P MCB w/ST and 2 each 100A 480V Receptacles.

1 each Safety Switch "P1" – NEMA 4X SS – 120/240V 1-Phase – 30/2 Fusible.

1 each Safety Switch "P4" – NEMA 4X SS – 120/240V 1-Phase – 30/2 Fusible.

1 each Safety Switch "6" – NEMA 4X SS – 480V 1-Phase – 400/2 Non-Fusible.

Pedestals

7 each P1 Harbor Light SS Pedestals

Side 1: 1 each 20A 125V GFCI Receptacle

Side 2: Blank

- Includes: 10W LED with Amber Lens w/ Photocell, 2 Water outlet with Back Flow Preventer and Hose Bracket.

11 each P2 Harbor Light SS Pedestals

Side 1: 1 each 30A 125V Receptacle

Side 2: 1 each 30A 125V Receptacle

- Includes: 10W LED with Amber Lens w/ Photocell, 2 each Water outlets with Back Flow Preventer, 30mA GFP (Ground Fault Protection) and Hose Brackets.

10 each P3 Harbor Light SS Pedestals

Side 1: 1 each 50A 125/250V & 2 each 30A 125V Receptacles

Side 2: 1 each 50A 125/250V & 2 each 30A 125V Receptacles

- Includes: 10W LED with Amber Lens w/ Photocell, 2 each Water outlets with Back Flow Preventer, 30mA GFP (Ground Fault Protection) and Hose Brackets.

- 2.2 **ELECTRICAL WIRING AND INSTALLATION** – all electrical cable and terminations per the electrical design. Termination of Dock 5 will be at the new Panel “P1”, Dock 4 will terminate at Panel “P4” and Dock 6 will terminate at the new Service Panel. Any additional wiring or shoreside electrical work will be by others.

Section 3 **Plumbing Systems Equipment & Installation**

- 3.1 **FIRE PROTECTION SYSTEM** – includes all HDPE piping, 10 each standpipes, stainless steel straps and all fittings. All piping will terminate at the FDC shown in ATM’s drawing (P1.0) with connection into existing system. All water meters, backflow preventers, trenching, shoreside service lines or taps will be by others.
- 3.2 **POTABLE WATER SYSTEM** – includes all piping, straps and connections with hose valves at 29 each power pedestals as specified by ATM. Termination will be shoreside at the top of the gangway assuming connection into existing system. All water meters, shoreside trenching, water main and taps and all building plumbing will be by others.
- 3.3 **ALTERNATE 1 & 2 EXCEPTION** – Fire and sewage lines will not be able to be run through the float modules with the refurbishment of existing floats. There is currently not enough room inside the floats and will require the piping to be ran underneath the waler.

Section 4 **ASSEMBLY & INSTALLATION OF FLOATING DOCK SYSTEM**

- 4.1 **ASSEMBLY AND INSTALLATION OF CONCRETE UNIFLOATS® INCLUDING:**

- | | |
|--------------|--------------|
| 1. Gangway | 4. Cleats |
| 2. Weldments | 5. Fendering |
| 3. Walers | 6. Thru-rods |

ALTERNATES:

- Alternate 1 – Aluminum Deck atop existing concrete floating docks:

Initials _____ / _____
Buyer Bellingham

- Bellingham Marine will provide all new thru-rods and weldments for the existing concrete floating docks along with manufacturing and installing an aluminum frame with synthetic deck to mount on top of the concrete float modules. This will complete the new 800' center dock. Sections 1.2 – 1.13, 2.1 – 2.2 and 3.1 – 3.2 will remain the same.
- Please view section 3.3 for additional notes.
- Alternate 2 – Refurbishing existing concrete floating docks:
 - Bellingham Marine will provide all new walers, thru-rods, fendering and weldments for the existing concrete floating docks along with casting 10 each new floats to complete the new 800' center dock. Sections 1.2 – 1.13, 2.1 – 2.2 and 3.1 – 3.2 will remain the same.
 - Please view section 3.3 for additional notes.

Section 5 Excluded Items:

All items and quantities not specifically included in Sections 1 to 4 above are specifically **excluded** from this proposal. **Excluded** items include, but are not limited to, the following:

- 5.1 **SHORESIDE WORK** - our work commences at the top of the gangway for utility connections and dock work.
- 5.2 **FIXED PIER CONSTRUCTION.**
- 5.3 **DOCK SIGNAGE.**
- 5.4 **FUEL SYSTEM.**
- 5.5 **DREDGING.**
- 5.6 **DEMOLITION OF VUTURO OVERWATER BUILDING.**
- 5.7 **PAYMENT AND PERFORMANCE BOND** – available upon request. Premiums will be for the Owner's account.
- 5.8 **TURBIDITY, TURBIDITY MONITORING OR PERMITS COMPLIANCE REPORTS.**
- 5.9 **SOILS TESTING OR ENGINEERING.**

Initials _____ / _____
 Buyer Bellingham

5.10 **PROJECT ENGINEERING** – engineering services limited to the Unifloat® dock system, marina pile system and dock utility systems.

5.11 **SALES and/or USE TAX.**

Section 6 Other Provisions

6.1 **FREEBOARD:** The concrete Unifloats® included in this proposal are calculated to maintain a freeboard of 18", plus or minus 1".

6.2 **DESIGN CRITERIA:** The Unifloat® system proposed and warranted herein is based upon the following design criteria as listed in the bid specifications:

Fernandina Harbor Marina Attenuator Criteria

- Maximum Wind Speed Occupied – 86 MPH – (ASCE 7-10: 3 second gust)
- Maximum Wind Speed Unoccupied – 118 MPH – (ASCE 7-10: 3 second gust)
- Largest Average Vessel – 40 feet LOA (11 each landward with 20% Shielding allowed)
- Largest Average Vessel – 60 feet LOA (5 each waterside with 20% Shielding allowed)
- Layout of Docks – As supplied by ATM (With vessels on both sides of dock occupied)
- Storm Duration – 2.0 Hour Maximum
- Anticipated Surge – (+/-) 8.0 feet above 100 year flood elevation
- Top of Pile Elevation – (+) 13.5 NAVD 88 (As determined from ATM)
- Proposed Bottom Depth – (+/-) -8.0 NAVD 88 Utilizing Owner's proposed dredging plan
- Unoccupied Wave at Site Interior – HT = 2.0 foot interior wave/3.3 second period
- Occupied Wave at Site Interior – HT = 0.9 foot interior wave/ 3.1 second period (As estimated from local conditions on site – verified from ATM wind/wave study of conditions)
- Boat Wake – 0.5 feet / Current – 3.5 FPS Occupied / 4.9 FPS Unoccupied
- Pile Type – 18" x 18" prestressed concrete with 12 ea. 1/2" LoLax strands stressed to 34,000 lbs and 7,500 psi concrete with DCI Corrosion Inhibitor at 3.0 gal/yd (If new piling required)
- Suggested Layout of Interior Dock Piling – Existing Included on Layout Plan
- Size of Dock Required – 8' x 800' with 20 each 40' modules
- Number of 18" x 18" Concrete – 26 each on 800' Interior Dock
- Length of Piling – 50 feet assumed for all docks (Utilizing Universal Engineering Boring Information Report No. 1567424 - May 16, 2018) Assumption of utilizing existing 18x18x50 concrete piling is based on piling being in satisfactory condition after removal and that proper penetration after dredging can be achieved with the in-situ soils on site. Verification of lateral loading of piling will be required by Owner prior to acceptance of existing piling
- Depth of Required Penetration – 28 feet (Universal Engineering Geotechnical Rpt. 1567424)
- Freeboard – 18 inches under dead load only – 50 PSF Live Load
- Proposed gangways – 1 each with 50 PSF LL and L/180 deflection limited 4 x 30'

6.3 **UTILITIES:** Provisions will be made for utilities to be run internally through the Aluminum Frame float system as required per the bid package. Sewage, water and fire utility systems will have to be run underneath the walers of the old floats.

6.4 **PAYMENT TERMS:** 25% percent deposit, balance due in accordance with BMI's standard agreement. Deposit shall not be subject to retention. Deposit amount shall be applied against the final invoice(s) on the project. Method of payment to be approved by BMI's credit department prior to start of production. Interest will be charged on past due accounts at 18% per annum, or at the highest non-usurious commercial rate allowable by state law or provided by state statute, whichever is less. If BMI is required to employ an attorney to collect any amount

Initials _____ /
Buyer Bellingham

due as a result of the default of Buyer, the Buyer shall pay all costs of collection, including reasonable attorney's fees and court costs.

Prior to commencement of project, Buyer shall provide evidence of financing satisfactory to BMI.

It is BMI's standard credit policy to send our customers notices compliant with state or federal laws about rights to lien property or bonds in the event of non-payment. This is a routine notice and is not a reflection on your credit worthiness.

- 6.5 **ENGINEERING/CODES/RESPONSIBILITY:** BMI does not warrant any components to meet specific local building ordinances or codes. It is the responsibility of the Buyer to secure necessary governmental approvals. Buyer hereby indemnifies BMI against any and all loss, damage, liability, claims, demands or causes of action arising out of or connected in any way with any act or omission on the part of the Buyer, or with inadequate, improper or erroneous design, plans, specifications, engineering, or information furnished BMI by Buyer including, without limitation, liability for patent or trade secret infringement claims.
- 6.6 **WARRANTY:** BMI warrants that the individual concrete Unifloat® modules will be free of defects in materials and workmanship for a period of five (5) years from date of shipment, and that all other dock components (including, but not limited to, walers, weldments, filler slabs, hardware, and fiberglass components) will be free of defects in materials and workmanship for a period of five (5) years from the date of shipment. If within the warranty period the materials are found to be defective, the Buyer must provide written notice of such defects within ten (10) days from the date the defects are discovered. Buyer's sole and exclusive remedy for defective materials and workmanship is limited to the repair or replacement of the defective item by BMI. BMI is not liable for consequential or incidental damages resulting from such defects. BMI hereby disclaims any and all implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose. This warranty is subject to the following Inspection section of the proposal as per the maintenance manual and complies with such instructions. Should a warranty bond be required for the work, it would cover a total of one (1) year.

We hope this proposal contains sufficient detail to permit your fullest evaluation. Please feel free to contact us at any time for further information.

Sincerely,

Steve Ryder

Steve Ryder, Manager of Project Development
Florida Floats, Inc. dba Bellingham Marine
Florida State Contractor's License #CGC150662

Initials _____ / _____
Buyer Bellingham

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBITS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "A"
CONTACT SHEET

Name: Florida Floats Inc dba Bellingham Marine

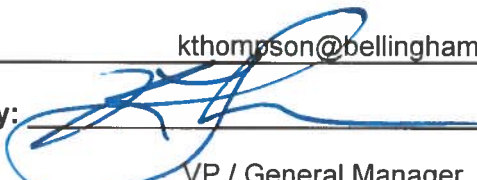
Federal Taxpayer ID: 59-1230548

Mailing Address: 1813 Dennis St

City, State, & Zip Code: Jacksonville, FL 32204

Telephone: 904-358-3362 Fax: 904-354-4818

Email: kthompson@bellingham-marine.com

Submitted By: _____

Title: VP / General Manager

FIRM Accepts Credit Cards*: Yes** No (**For amounts less than \$10,000. Over \$10,000 include 3% Fee.)
Accounting Contact:

Name: Dawn Leahy Title: Contract Administrator

Email Address: dleahy@bellingham-marine.com Phone: 904-380-5511

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB #18-23 Southern Basin, Reconfiguration - Fernandina Harbor Marina.
2. This sworn statement is submitted by (entity) Florida Floats Inc dba Bellingham Marine whose business address is 1813 Dennis St, Jacksonville, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1230548 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Kevin Thompson and my relationship to the entity named above is VP / General 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 bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
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"

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23

SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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

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

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

STATE OF FLORIDA

COUNTY OF Duval

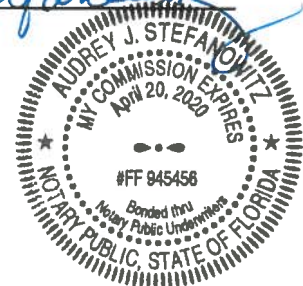
Signature

Date: 10/18/18

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 October, 2018, and is personally known to me, or has provided _____ as identification.

Audrey J. Stefanowitz
Notary Public

My Commission expires:



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

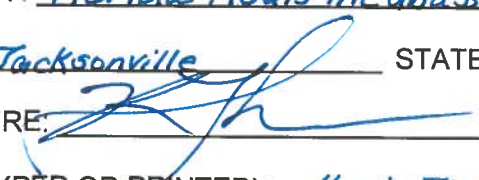
EXHIBIT "C"

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: Florida Floats Inc dba Bellingham Marine
CITY: Jacksonville STATE: FL ZIP CODE: 32204
SIGNATURE:  PHONE: 904-358-3362
NAME (TYPED OR PRINTED): Kevin Thompson TITLE: VP/Gen Mgr

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB # 18-23

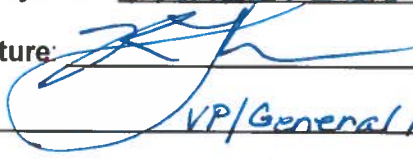
Project Description: Southern Basin Reconfiguration - Fernandina Harbor Marina

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: Florida Floats Inc dba Bellingham Marine

Authorized Signature: 

Title: VP/General Manager

Date: 10/18/18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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: 10/18/18

Prices quoted herein are contingent upon BMI's receipt and review of all published plans, specifications, addenda, other reports issued in reference to the project and a mutually agreed Subcontract.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #18-23 Southern Basin Reconfiguration - Fernandina Harbor Marina

This sworn statement is submitted by (entity) Florida Floats, Inc dba Bellingham Marine whose business address is 1813 Dennis St, Jacksonville, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1230548 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Kevin Thompson and my relationship to the entity named above is VP/General Manager.

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:

10/18/18

STATE OF FLORIDA

COUNTY OF Duval

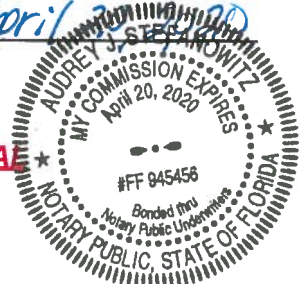
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 18th day of October, 2018, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires:

April 20, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #18-23 Southern Basin Reconfiguration - Fernandina Harbor Marina.

This sworn statement is submitted by (entity) Florida Floats Inc dba Bellingham Marine whose business address is 1813 Dennis St Jacksonville, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1230548 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Kevin Thompson and my relationship to the entity named above is VP/General 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:

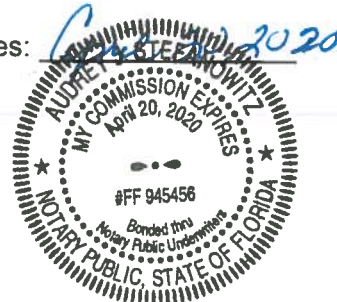
10/18/18

STATE OF FLORIDA

COUNTY OF Duval

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

My Commission expires:



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

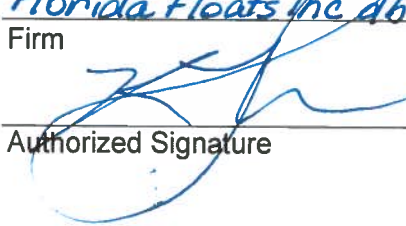
Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

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

Florida Floats Inc dba Bellingham Marine 10/18/18
Firm Date


Authorized Signature

Kevin Thompson
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

BID FORM

1.0 PRICES

Having carefully examined the Bid Documents and having become familiarized with the project site and evaluated the conditions affecting the work of the proposed dock system, the undersigned proposes to furnish all materials, labor, supervision, and other items necessary for the execution of the work covered by the specifications and drawings including written addenda for the following unit prices:

2.0 BASE BID

The base bid will be as shown and described in the Plans. Each line item includes fabrication, supply, shipping, installation and site supervision for construction and/or installation of that item and all appurtenances, attachments, connections, etc., as described or implied in the Bid Drawings and Technical Specifications.

Contractors may elect to bid only the dredging works or not place a bid for the dredging. If a Contractor chooses to not bid either the dredging or the building demolition or dock installation works, he should write "No Bid" for those components of the works that he has elected to not bid on the Bid Form.

Please Refer to the Schedule of Values (Exhibit A) attached hereto.

3.0 BID DEFINITIONS

3.1 Demolition – The tearing down and proper, legal disposal of existing overwater building, anchor and foundation piling, utilities, and docks as indicated or implied in the Bid Drawings and/or identified elsewhere in these Bid Documents.

3.2 Dredging – Removal of material from the bottom of the basin and proper, legal disposal at an approved location. A location at the Municipal Airport has already been approved. If this location is to be used, the placement area and grading of the material should be coordinated with the Owner's Representative. If an alternate location is selected, the Contractor shall coordinate with the FDEP and the Owner's Representative for approval of this location.

3.5 Gangways – Aluminum gangways including all associated mounting hardware, transition plates, rollers, etc. Note that the existing aluminum gangways are to be removed, refurbished and re-installed.

3.6 Floating Docks – All design, labor, and materials to fabricate and install a fully functional floating dock system as illustrated in the Bid Drawings and meeting the performance criteria outlined in the Technical Specifications.

3.7 Floating Dock Anchor Piles – Precast prestressed concrete or steel pipe piles designed to anchor the floating dock system in place based upon the performance criteria delineated in the Technical Specifications. The number of anchor piles required will be based upon the Contractor's final design.

FERNANDINA HARBOR MARINA

3.8 Refurbished Dinghy Docks – All design, labor, and materials to refurbish and certify a fully functional floating dock system as illustrated in the Bid Drawings and meeting the performance criteria outlined in the Technical Specifications.

3.9 Slip Utilities – The base bid shall include pedestals as indicated in the Bid Drawings and/or Technical Specifications. The costs in the base bid for Power and Water Distribution shall include all cable, hardware, piping, fittings, etc. to procure and install a fully operational system.

3.10 Dry Standpipe System – All piping, fittings, valves, etc. to furnish and install a functioning dry standpipe system as indicated in the Bid Drawings.

3.11 Fire Cabinets – Manufactured cabinets to house fire extinguishers and safety equipment (life rings) as indicated in the Bid Drawings and Technical Specifications. The base bid for fire cabinets shall be of the same material and aesthetic design as the slip utility pedestals.

3.12 Safety Ladders – Ladders made of aluminum or other non-corrosive material that shall either fold or extend in such a manner as to be kept out of the water when not in use, but easily extended into the water from a person on the docks or in the water.

3.13 Utility Improvements – Work as described in the Bid Drawings.

3.13.1 Potable water pipe – Polyvinyl chloride pipe used to transmit drinking water; size varies

3.13.2 Fire water pipe – Polyvinyl chloride pipe used to transmit water for fire suppression; size varies

3.13.3 Water meters and backflow preventers – Utility structures (as required by the City of Fernandina Beach)

3.14 Solicited Bid Alternate – Refurbished Bellingham Marine Floating Docks – Bidders shall provide the net change in total cost for removing, cleaning, inspecting, refurbishing and reinstalling existing Bellingham Marine concrete docks with associated new walers, through rods, anchor pile guides, and anchor piling as indicated on the Drawings. Because reuse of the existing Bellingham docks may affect the cost to design and install the dockside utilities and safety equipment, alternate bid pricing are also requested for these elements (if required).

If the Engineer of Record determines that the existing precast prestressed concrete anchor piling can be removed, cleaned, inspected, and redriven to anchor the new floating dock (Dock 6) and meet the design criteria in the Specifications, then the existing piling may be reused for the proposed new or refurbished dock system.

4.0 UNSOLICITED ALTERNATES

Bidder is encouraged to submit unsolicited alternates if they believe any modifications, alterations, or additions to the Work may result in a savings or superior product to the Owner. Please describe the proposed alternatives below including the associated price adjustments associated therewith. Clearly indicate whether the price indicated is an *adjustment* (i.e. – the base bid will be increased or reduced by the given amount) or is a *replacement* (i.e. – the given amount will replace a specified line item amount from the base bid). Attach additional sheets and supporting data as necessary.

5.0 WORK PLAN AND SCHEDULE

Bidder is required to provide with their bid a Work Plan and anticipated schedule for the completion of the works that will include the project-specific milestones and sequencing described in the Instructions to Bidders, Bid Drawings, and Technical Specifications. The schedule should include mobilization, site preparation, demolition, shop drawing submittals, engineering reviews, fabrication, shipping and delivery. (See Attachment B to the Bid Form)

6.0 WARRANTY:

The Contractor will provide warranties for the Work. Please describe warranties provided on Attachment B to the Bid Form.

7.0 KEY STAFF:

The Bidder should include proposed staff for this project including proposed Project Manager and proposed On-Site Superintendent. Please list proposed staff on Attachment B to the Bid Form.

Bidders are also encouraged to provide qualifications and/or resumes of key staff with their bid.

8.0 MAJOR SUB-CONTRACTORS AND SUPPLIERS:

If the Bidder proposes to use major sub-contractors and suppliers to complete the work described in these Bid Documents, the Bidder should list these sub-contractors and suppliers on Attachment B to the Bid Form.

9.0 CONDITIONS OF BID:

9.1 The undersigned agrees that, if it is selected as CONTRACTOR, it will, within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof, execute the Construction Agreement between OWNER and CONTRACTOR, in accordance with the terms of the Bid. mutually agree

9.2 If awarded the contract, the undersigned hereby certifies to expedite completion of all Work in conjunction with plans presented by the Owner's Engineer as herein further described, and further certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed on the Work.

9.3 The undersigned Bidder further declares that they have examined the site of the work and have informed themselves fully in regard to all conditions and constraints pertaining to the place where the work is to be done; and has examined the Bid Drawings and Specifications for the work and the Bid Documents relative thereto; and has read and become familiar with the Bid Documents furnished prior to opening of bids, that they have satisfied themselves relative to the work to be performed.

9.4 Bidder understands that the OWNER reserves the right to reject any and all bids, and to waive any irregularities in the bidding and accept the bid, with or without alternates, as deemed to be in the best interest of the OWNER.

9.5 Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

FERNANDINA HARBOR MARINA

9.6 The above unit prices shall include all materials, overhead, profit, insurance, bonds, permit fees if required, etc., to cover the finished work called for. The Owner reserves the right to delete line items and/or to add or subtract units at the unit prices listed above.

10.0 EXECUTION

The undersigned proposes to furnish all materials and labor required for Fernandina Harbor Marina – South Basin Realignment in Fernandina Beach, Florida in accordance with the accompanying Bid Documents and Plans and Attachment A – Schedule of Values.

FLORIDA FLOATS INC dba BELLINGHAM MARINE

By:

(Title)

Address:

1813 Dennis St

Jacksonville, FL 32204

Date:

10/19/18

License No.:

FL CGC1506623

END OF BID FORM

**City of Fernandina Beach, Florida
Addendum No. 3
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT**

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 ITB 18-23. This Addendum No. 3 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: Steve Ryder **TITLE:** Manager of Project Development

ADDRESS: Florida Floats Inc dba Bellingham Marine, 1813 Dennis St

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 10/19/18

**City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT**

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

ADDENDUM No. 2

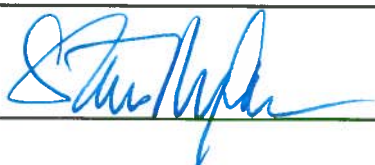
The following changes are applicable to the original documents and specifications of ITB 18-23. This Addendum No. 2 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting 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: Steve Ryder **TITLE:** Manager of Project Development

ADDRESS: Florida Floats Inc dba Bellingham Marine, 1813 Dennis St

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 10/19/18

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 1

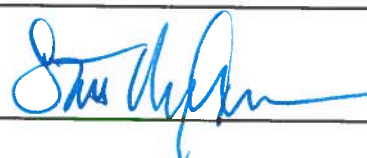
The following changes are applicable to the original documents and specifications of ITB 18-23. This Addendum No. 1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting 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: Steve Ryder **TITLE:** Manager of Project Development

ADDRESS: Florida Floats Inc dba Bellingham Marine, 1813 Dennis St

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 10/19/18



ITB # 18-23
Southern Basin Reconfiguration
Fernandina Harbor Marina

COMPLETED PROJECTS (similar in scope/size):

Project	Contracting Company	Scope	Contact	Contract Amt	Completion Date
Julian B. Lane Riverfront Park	Skanska USA Building Inc.	Aluminum Docks	Jacob Krehbiel 813-477-6660	\$973,284	5/8/18
Delegal Creek Marina	Landings Yacht Club Inc.	Concrete/Timber Docks	Rory Jose 912-598-5503	\$959,000	9/1/17
Miami Boat Show	Nat. Marine Manf.. Assoc.	Timber Docks/Boat Show	Larry Berryman 305-926-3810	\$3,150,000	12/2017
Wrightsville Beach Marina	Wrightsville Yacht Club, Inc	Concrete/Timber Docks	Sam Clary 910-256-6666	\$1,717,588	5/12/17
Naval Station Mayport Refurb	Blakeland Const Services	Refurbishment	Karen Strange 904-517-7140	\$350,000	04/17/15
NSB Kings Bay Dock	OTAK Group Inc	Repairs	Chris Oneski 904-225-2588	\$164,000	02/27/15
Southbank Riverwalk	Orion Marine Const Inc	Repairs	Gabe Wachter 813-835-2813	\$179,689	01/20/15
Fernandina Harbor Attenuator	City of Fernandina Beach	Repairs, Utilities, Electrical	Joe Springer 904-310-3300	\$152,704	01/12/15

TRADE REFERENCES:

Company	Contact	Title	Phone	Fax	Email
City of Fort Pierce	Ed Seissiger	Eng Proj Coordinator	772-467-3780		eseissiger@city-ftpierce.com
Marine & Env Consulting	Joshua Maxwell	Project Manager	239-643-0166	239-643-6632	
St. Augustine Municipal Marina	Sam Adukiewicz	Harbormaster	904-825-1027		
Marina Jack	Sam Chavers, Jr	Dockmaster/Director Oprs	941-955-9488	941-955-8001	dockmaster@marinajacks.com
JDI PH Marina Holding, LLC	Steven Fass	Director	847-313-6458	847-498-7893	Fass999@gmail.com



EQUIPMENT LIST:

Description	Year	Make
CAROLINA SKIFF - 16	1998	CAROLINA
O/B CAROLINA SKIFF	2001	Carolina 15' 8"
CAROLINA SKIFF 2005	2005	CAROLINA
BOAT - 2006 CAROLINA SKIFF	2006	CAROLINA
CAROLINA SKIFF - 02 & EVINRUDE MOTOR	2002	CAROLINA
Carolina Skiff 2002	2002	CAROLINA
2004 Custom Steel Push boat	2004	CTB
2015 Aluminum Boat 8" x 20' x 29"	2015	FABRICATED, MFG
LOADER FRONTEND 570LXT 1999	1999	CASE
FORKLIFT TAYLOR TE-155-S 1990	1990	TAYLOR
FORKLIFT HYSTER 360XL 1994	1994	HYSTER
Forklift - Caterpillar Diesel Pneumatic	2004	CATERPILLAR
FORKLIFT CAT DP70D	2005	CATERPILLAR
CAT LIFT TRUCK DP90D	2005	CATERPILLAR
CAT DP70D	1998	CAT
Forklift - CAT - V200BSTR	1989	CAT
Kalmar Reach Truck	2008	Kalmar
2016 New Star Classic Golf Cart (plant use)	2016	New Star
TRAILER FLAT DECK 8 X 24 CROSLEY	2004	CROSLEY
Boat Trailer - E-Z LoaeR 2007	2007	EZ Loader
Trailer 6 x 12 Tandem Axle - T61265	2007	Tandem Axle - Enc
1996 Fruehauf Van Trailer	1996	FRUEHAUF
2008 Magic Tilt Flat Bed	2008	Magic Tilt
Performance Boat Trailer	2003	Performance
Performance Boat Trailer	2003	Performance
1999 Fontaine Trailer	1999	Fontane
2013 CARGO TRAILER	2013	CARGO
2014 Magic Tilt Boat Trailer	2014	Magic Tilt
2015 Magic Tilt Boat Trailer	2015	Magic Tilt

SUBCONTRACTORS FOR THIS PROJECT:

Hal Jones Contracting, McGonigle Electric, Harbor Marine



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THOMPSON, KEVIN MICHAEL

BELLINGHAM MARINE
1813 DENNIS STREET
JACKSONVILLE FL 32204

LICENSE NUMBER: CGC1506623

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**2018-2019 BUSINESS TAX RECEIPT****DUVAL COUNTY TAX COLLECTOR**

231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370

Phone: (904) 630-1916, option 3; Fax: (904) 630-1432

Website: www.coj.net/tc; Email: taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.

This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2018 through September 30, 2019.

THOMPSON, KEVIN MICHAEL
BELLINGHAM MARINE
1813 DENNIS ST
JACKSONVILLE, FL 32204

ACCOUNT NUMBER: 258763
LOCATION ADDRESS: 1813 DENNIS ST
JACKSONVILLE, FL 32204

DESCRIPTION:	QUALIFYING AGENT, CONTRACTORS	STATE LICENSE NO.: CGC1506623
COUNTY RECEIPT DESC:	QUALIFYING AGENT, CONTRACTORS	COUNTY TAX: 0.00
MUNICIPAL RECEIPT DESC:	MC 772.325	MUNICIPAL TAX: 100.00
		TOTAL TAX PAID: 100.00

VALID UNTIL September 30, 2019

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

Sherrie L Hall

DUVAL COUNTY TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-2017878.0003-0003 M15 08/28/2018 100.00



HUB International Limited

12100 NE 195th Street, Suite 200
Bothell, WA 98011
P: (425) 489-4500
F: (425) 485-8489
www.hubinternational.com

October 18, 2018

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

RE: **Florida Floats, Inc. dba Bellingham Marine**
Southern Basin Reconfiguration – Fernandina Harbor Marina
ITB 18-23

To Whom It May Concern:

This letter is written on behalf of Florida Floats, Inc. dba Bellingham Marine, and is intended to provide reference for this firm's level of surety support. Western Surety Company provides surety support for Florida Floats. Western Surety Company is listed as an approved surety on the US Treasury Listing, with an A.M. Best Rating of A:XIII.

Western Surety Company provides a level of surety support in excess of \$30,000,000 on single projects and \$50,000,000 on an aggregate program basis. This level is intended for routine purposes and larger jobs and/or programs will certainly be considered for this fine contracting concern. As is customary, each request for surety will be considered on the total underwriting merits of the project and the associated work program at the time the bond is requested.

Western Surety Company is pleased to be able to support Florida Floats, Inc. dba Bellingham Marine in this manner and you are invited to contact the undersigned should you have any questions or comments.

Sincerely,

WESTERN SURETY COMPANY

A handwritten signature in black ink, appearing to read 'Steve Wagner'.

Steve Wagner
Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steve Wagner, Michael A Murphy, S M Scott, Julie M Glover, Carl M Lovsted III, Chad M Epple, Andy D Prill, Jim S Kuich, Teresa Glombecki, Patti White, Jim W Doyle, Theresa A Lamb, Individually

of Bothell, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 2nd day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of October, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



BELLMAR-01

MJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC 12100 NE 195th Street, Suite 200 Bothell, WA 98011	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 E-MAIL ADDRESS: now.info@hubinternational.com FAX (A/C, No): (425) 485-8489																					
INSURED Bellingham Marine Industries, Inc. 1813 Dennis Street Jacksonville, FL 32204	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B :</td><td>The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C :</td><td>Alaska National Insurance Company</td><td>38733</td></tr><tr><td>INSURER D :</td><td>Axis Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Travelers Indemnity Company	25658	INSURER B :	The Phoenix Insurance Company	25623	INSURER C :	Alaska National Insurance Company	38733	INSURER D :	Axis Surplus Insurance Company	26620	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		ZOL14T38094-17-ND	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BA-9B90057A-17-OCN	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		ZOB14T38101-17-ND	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	17K WD 32133	11/15/2017	11/15/2018	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		CM003021-01-2017	11/15/2017	11/15/2018	Ded: \$100,000/Limit: 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT A TO BID FORM
Schedule of Values
Fernandina Harbor Marina South Basin Realignment
12 September 2018

	Qty	Unit	Unit Price	Total Price
Demolition - South Basin Floating Docks	1	LS		\$ 829,420.00
Demolition - South Basin Floating Docks	15,940	sf	Included in LS	
Demolition - South Basin Anchor Piling	57	ea	Included in LS	
Demolition - South Basin Utilities	1	ls	Included in LS	
Demolition - "Vuturo" Building				
Demolition - "Vuturo" Building	1	ls	No Bid	
Dredging & Disposal				
Mobilization	1	ls	No Bid	
Demobilization	1	ls	No Bid	
Dredging & Disposal	30,000	cy	No Bid	
New South Basin Floating Dock (Dock 6)				
Install New 4' X 30' Aluminum Gangway	1	ea	\$ 5,580.00	\$ 5,580.00
Floating Docks (including all connections, hardware, cleats, etc.)	6,425	sf	\$ 106.93	\$ 686,985.00
Floating Dock Anchor Piles	26	ea	\$ 7,470.00	\$ 194,155.00
Slip Utilities (power & water)				
Utility Pedestals	20	ea	\$ 4,440.00	\$ 88,800.00
Power Distribution (cabling, panels, etc.)	1	ls	\$ 369,200.00	\$ 369,200.00
Water Distribution (piping, valves, fittings, etc.)	1	ls	\$ 70,000.00	\$ 70,000.00
Fire Station Safety Pedestals	6	ea	\$ 650.00	\$ 3,900.00
Safety Ladders	5	ea	\$ 810.00	\$ 4,050.00
Fire Suppression Standpipe System	1	ls	\$ 40,000.00	\$ 40,000.00
Dinghy Docks (Docks 4 & 5)				
Install New Boardwalk Lighting	1	ls	No Bid	
Install Refurbished Aluminum Gangways	2	ea	Included in Refurb	
Clean, Inspect, and Install Suitable Refurbished Bellingham Main Piers at New Central Dock	3,460	sf	\$ 65.42	\$ 226,325.00
Slip Utilities (Power & Water)				
Utility Pedestals	8	ea	\$ 4,440.00	\$ 35,520.00
Power Distribution (cabling, panels, etc.)	1	ls	\$ 147,680.00	\$ 147,680.00
Water Distribution (piping, valves, fittings, etc.)	1	ls	\$ 21,520.00	\$ 21,520.00
Fire Station Safety Pedestals	6	ls	\$ 650.00	\$ 3,900.00
Safety Ladders	3	ea	\$ 810.00	\$ 2,430.00
Fire Suppression Standpipe System (Refurbish & Test Existing)	1	ls	\$ 10,000.00	\$ 10,000.00
Construction Sub-Total				\$ 2,739,465.00
General Conditions	Qty	Unit	Unit Price	Total Price
Mobilization	1	ls	\$ 200,000.00	\$ 200,000.00
Demobilization	1	ls	\$ 30,000.00	\$ 30,000.00
Floating Dock Design	1	ls	\$ 16,300.00	\$ 16,300.00
Marine Utilities Design	1	ls	\$ 10,000.00	\$ 10,000.00
Gangway & Connection Design	1	ls	\$ 4,530.00	\$ 4,530.00
Environmental Protection	1	ls	No Bid	
Erosion and Sediment Control	1	ls	No Bid	
Pile PDA testing (3% of all vertically loaded piles per Geotechnical report)		ea	No Bid	
Pile Static Load Tests per Geotechnical Report		ea	No Bid	
Project Surveying and Testing	1	ls	No Bid	
Payment and Performance Bond (% of Construction Sub-total)		%	-	\$ 41,340.00
Overhead & Profit (% of Construction Sub-total)		%	-	Confidential
General Conditions Sub-total				\$ 302,170.00
Project Grand Total (Construction + General Conditions)	-	-	-	\$ 3,041,635.00**

****Prices quoted herein are contingent upon BMI's receipt and review of all published plans, specifications, addenda, other reports issued in reference to the project and a mutually agreed Contract. Prices are fixed price estimates, changes in scope will be reviewed and estimated.**

ATTACHMENT A TO BID FORM
Schedule of Values
Fernandina Harbor Marina South Basin Realignment
12 September 2018

Solicited Bid Alternate - Refurbished Bellingham Marine Floating Docks

Price
Adjustment

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

Clean, Inspect, and Install Suitable Refurbished Bellingham Main Piers at New Central Dock	add / (deduct)	\$ 400,490.00
Slip Utilities on Refurbished Docks (Power & Water)		
Utility Pedestals	add / (deduct)	Included in Refurb
Power Distribution (cabling, panels, etc.)	add / (deduct)	Included in Refurb
Water Distribution (piping, valves, fittings, etc.)	add / (deduct)	Included in Refurb
Fire Station Safety Pedestals on Refurbished Docks	add / (deduct)	Included in Refurb
Safety Ladders on Refurbished Docks	add / (deduct)	Included in Refurb
Fire Suppression Standpipe System on Refurbished Docks	add / (deduct)	Included in Refurb
Clean, Inspect, and Reuse Existing Concrete Anchor Piling	add / (deduct)	Included in Refurb

Unsolicited Bid Alternate(s)

Price
Adjustment

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any unsolicited alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

In Lieu of Polyethelene Floatation tubs under the Base Bid Aluminum

Frame Deck, this alternate will reuse the existing concrete floats in the	add / (deduct)	\$ 135,745.00
basin for the floatation. Deduct from the Base Bid	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	

END OF EXHIBIT A TO INSTRUCTIONS TO BIDDERS

FERNANDINA HARBOR MARINA

ATTACHMENT B TO THE BID FORM
****ALL DATES CONTINGENT UPON**

WORK PLAN AND SCHEDULE DREDGE SCHEDULE

Contract/Notice to Proceed - December 1, 2018

Mobilization to Site for Demo - January 7, 2019

Material Production/Fabrication - December 2018 to March 2019

Site Construction/Dock, Pile & Utility Installation - March 2019 to May 2019

WARRANTY:

The Contractor will provide warranties for the Work as follows:

Dock System, Utility Equipment and Workmanship

KEY STAFF:

The Bidder proposes the following staff for this project:

Proposed Project Manager: Bryan Falk

Proposed On-Site Superintendent: Bobby Greenman

Bidders are encouraged to provide qualifications and/or resumes of key staff with their bid.

FERNANDINA HARBOR MARINA

MAJOR SUB-CONTRACTORS AND SUPPLIERS:

The Bidder proposes to use the following major sub-contractors and suppliers to complete the work described in these Bid Documents:

Marina Electrical Equipment

Hal Jones Contracting

Harbor Marine, Inc.

McGonigle Electric, Inc.



Bryan Falk

On-site Construction Manager, Bellingham Marine

SE Division: Jacksonville, FL

Bryan has over thirteen years of field and office experience in Project Management for commercial projects working as a general contractor, design/builder, and construction Manager. Bryan joined Bellingham Marine in 2009 as a Project Manager and has worked on some of the company's highest profile jobs.

As a construction manager, Bryan is responsible for coordination and management of all aspects of a project including communication with stakeholders such as owners, regulatory agencies and subs. He also runs the crews, manages the work of subs and performs take-offs for electrical and plumbing.

Project Experience

The following is a partial listing of significant project experience:

- NAS Jacksonville, Mulberry Cove Marina; Jacksonville, Florida – On-site Project Manager; Managed all shipping, project construction and subcontractor coordination
- Bell Island Private Marina; Bell Island, Bahamas – On-site Project Manager; Managed all overseas shipping, project construction and subcontractor coordination
- Ocean Reef Club and Harbour House Marina; Key Largo, Florida – On-site Project Manager; Managed all shipping, project construction and subcontractor coordination
- Albany Marina; Nassau, Bahamas – On-site Project Manager; Managed all overseas shipping, project construction and subcontractor coordination
- Yacht Club Costa Smeralda; Virgin Gorda, British Virgin Islands – On-site Project Manager; Managed all overseas shipping, project construction and subcontractor coordination
- Marina Isle of Capri; Naples, FL – Project Engineer; Coordinated all project management including bidding, contracts, utilities, auger piles, submittals, RFI's, project documentation, owner and architect communication, day to day construction activities and project close-out

Education

University of Nebraska, Lincoln, Nebraska – Graduated in 2003

BS in Construction Management / Minor in Business



Bobby Greenman
On-site Construction Manager,
Bellingham Marine

Bobby Greenman started his career in the marina industry in 1974 with Bercleve Concrete, later called Florida Floats, a licensee of the patented Unifloat dock system. In 1986, Bellingham Marine bought back the license from Florida Floats and brought the entity in the Bellingham Marine family of offices.

Bobby started out in the plant casting floats and performing sub assembly work. He worked in the field periodically supporting installation activities. In 1987, Bobby transitioned into the field full time as a supervisor and in 1989 was promoted to the position of project manager.

With over 40 years' experience in the manufacture and installation of floating dock systems, Bobby has a tremendous wealth of practical knowledge. He has seen what works, what doesn't and can anticipate all the complexities and challenges that can and likely will arise over the course of a job before crews even arrive on site.

Project Experience

The following is a partial listing of significant project experience:

- Halifax Harbor – Daytona Beach, FL – 550 slips
- Ft Pierce City Marina – 102 slips
- Bahia Mar – Ft. Lauderdale, FL – 250 slips – 1500' dock for Mega Yachts
- Harbour Town Marina – Hilton Head, SC – 100 slips
- Rybovich Mega Yacht Facility – number of slips vary according to size of yachts – up to 300'
- Sunset Marina – Key West, FL - 120 slips
- The Harborage at Bayboro – St. Petersburg, FL – 340 slips
- Pez Vela Marina – Quepos, Costa Rica - 80 slips
- Marco Island Yacht Club – Marco Island, FL – 100 slips
- Barbers Marina – Elberta, AL – 75 slips

Education

Florida Jr. College, General Studies 1974
30-hour OSHA Construction Course



GARRETT L. HARRISON
720 Talleyrand Ave
Jacksonville, FL 32202
(904) 355-5885

EDUCATION

University of Florida
2001 – Bachelors Degree - Building Construction

EMPLOYMENT

Hal Jones Contractor – A Division of Vecellio & Grogan, Inc.
February 2018 - Present
Project Manager

Hal Jones Contractor, Inc.
December 2001 – January 2018
Project Manager

Law Engineering
1999

Brasfield & Gorrie
2001

EXPERIENCE RECORD

Florida Department of Transportation, Dames Point Fender System, Jacksonville, Florida – Replaced over 65,000 board feet of plastic marine timbers. Replaced all 24 marine fenders and existing hardware.

Dee Dot Ranch Causeway Stabilization, Jacksonville, Florida – Placement of 5200 tons of rip-rap to help protect existing roadway.

Florida Department of Transportation, Bessent Road Bridge Replacement, Jacksonville, Florida – Replacement of a wooden bridge with a concrete bridge. Install 200 L.F. of concrete pile along with setting precast deck slabs. Coordination of 13,000 L.F. of 12" grout columns along with roadway and drainage construction.

NAVFAC Southeast, Marine Corps Support Facility, Blount Island, Jacksonville, Florida – Project consisted of installation of 3 mooring foundations containing over 3,600 LF of 18" concrete pile and over 350 CY of concrete. Replacement of hardware and all rubber fender legs within berth.

Florida Department of Transportation, Vilano Bridge Fender Replacement, St. Augustine, Florida – Project consisted of replacing 50'-0" long damaged pile. A composite timber system was reinstalled along with electrical.

City of Fort Pierce Marina, Fort Pierce, Florida – Installation of 105 each 20" steel pipe pile for marina designed by Bellingham Marine. Also there were 3 each concrete piers installed using prestress highway girder double tees. The project consisted of

Garrett L. Harrison

coordinating with Bellingham Marine the loading of floating docks and equipment in Jacksonville to be transported by barge to Fort Pierce for installation.

Florida Department of Transportation, SR-10A; Mathews Bridge Fender System Replacement, Jacksonville, Florida –Project consists of 134 each 20" piling at 112'-0" long. The piling had to be drilled due to extremely hard layers of soil. A composite timber system was reinstalled along with electrical.

City of St. Augustine Marina, St. Augustine, Florida – Installation of 50 each 18" piling for a breakwater system designed by Bellingham Marine. The project consisted of coordinating with Bellingham Marine the loading of floating docks and equipment in Jacksonville to be transported by barge to St. Augustine for installation.

Bolles School Shoreline Restoration, Jacksonville, Florida – Place 1,000 tons of bank and shore along shoreline for protection. Installed 900 LF of sheet pile consisting of a helical anchor tie-back system and a concrete cap. Placed approximately 400 LF of gabion stone baskets to help stabilize embankment.

Florida Department of Transportation, SR-15 (US-17) at Memorial, Dunns and Ocklawaha Creeks Fender Replacement, Putnam County, Florida –Project consists of 230 each 14" piling at 50'-0" long. A composite timber system was reinstalled along with electrical.

Florida Department of Transportation, SR-15 (US-17) Wells Road to Duval County Line, Orange Park, Florida – Installation of 50 LF of 20'-0" long concrete sheet pile, 2'-0" x 2'-0" cap was poured along the top. A 48" outfall pipe was placed through the wall with a cast-in-place collar to keep stationary.

Florida Department of Transportation, SR-228; Hart Bridge Fender System Replacement, Jacksonville, Florida, 2012-2013 –Project consists of 219 each 20" piling, 78'-0" to 111'-0" long. The piling had to be drilled due to extremely hard layers of soil. A composite timber system was reinstalled along with electrical.

CR-209, Henley Road Widening, Clay County, Florida, 2012-2013 –Construction of 2 each 3-span bridges on 18" pile. The superstructure was made up of precast slabs with a 6" topping. There was approximately 2,000 tons of rip-rap placed along the end bents and over 22,000 SF of MSE retaining wall with cast-in-place coping throughout this project.

Florida Department of Transportation, CR-125; at the Little St. Mary's South Prong, Baker County, Florida, 2011-2012 -Construction of a 4-Span 420'-0" bridge along County Road 125. Bridge consists of 24" piling along with 105'-0" long 45" FIB Beams. Removal and disposal of existing 250'-0" bridge.

Florida Department of Transportation, Lessie Road Bridge Replacement over Little St. Mary's River, Nassau County, Florida, 2010-2011 -Construction of a 300'-0" temporary bridge to keep traffic flowing. Remove an existing concrete and wooden bridge and replace with a 240'-0" cast-in-place bridge over 54 each 24" pipe pile installed for the substructure.

Keystone Coal Terminal, Jacksonville, Florida, 2009-2010 -Project consists of approximately 1000'-0" of bulkhead. The bulkhead is made up of 65' X 48" pipe pile along with PZC-26 sheet pile. The tie-back system contains 100 each 2-1/2" diameter rods along with PZC-26 sheet pile. Encasing the bulkhead is a 7' wide X 14' deep concrete cap with reinforcing.

CSX Railroad, Trout River Swing Bridge, Jacksonville, Florida, 2009 -Work consisted of the center pier repair and resetting of the bull ring. Installation of a cofferdam 20' deep around center pier, to facilitate forming of center pier with concrete encasement. Installed

Garrett L. Harrison

eight (8) each 55'-0" pipe caissons at bottom of center pier and fill with concrete and rebar cage. Work included doweled rebar into center pier, formed and poured concrete caps on caisson and pouring a 12" concrete casing around pier. Water seal all joints. Removed swing trestle span utilizing barges to lift and move away from center pier to allow installation of new bull ring bolts, ring, grade and torque bolts. Trestle was floated back in place and set down on new ring and center pier. Repaired existing fender system.

Heckscher Drive (Zoo Parkway), Phase II, Drummond Point to August Drive - Jacksonville Transportation Authority, Jacksonville, Florida, 2008–2009 -This work consists of widening and reconstruction of two miles of roadway to a four-lane urban section with curbs and gutters, bike lanes and a sidewalk, and replacement of two existing bridges over Broward River and Dunn Creek with two bridges each. This work will also include placement of drainage structures and construction of pond and wetland mitigation sites, and lighting.

Tolomato Community Development District, Nocatee Parkway/Coastal Ridge Blvd. Interchange, Bridge Nos. 780123 and 780124, St. Johns County, Florida -This project consisted of two identical bridges that were 220'-0" in length. Each bridge contained sixteen 101'-0" Type V girders that were supported with a center bent containing three 3'-6" diameter columns located over pile supported footers. The entire structure is supported with over 4,000 linear feet of 24" piling. Over 17,000 square feet of retaining wall was installed along the ends of the bridge for the \$3,498,000.00 project.

Lamb's Yacht Center, Inc., Installation of Travel Lift Pier, Jacksonville, Florida Installation of 76 – 50' X 18" concrete pile for new travel lift pier.

Jacksonville Port Authority, Stern Ramp Pier, Jacksonville, Florida -Installation of 45 each 24" pipe pile at 97-foot long, setting of 70-foot long precast caps, pouring topping deck, hanging fender system.

Villas Continental, Orange Park, Florida -Installation of 430 linear feet of 20-foot sheet pile with a tie-back system and concrete cap.

Gate Concrete Products, Jacksonville, Florida -Installation of 60-foot long H-pile for proposed foundation work.

Jacksonville Shipyards Public Spaces, Jacksonville, Florida -Project consisted of driving piling for bulkhead and concrete cap work.

I.M. Sulzbacher, Jacksonville, Florida -Construction consisted of H-pile foundation work, including installation of approximately 200 piling.

A.C. Skinner Parkway Extension Improvements, Jacksonville, Florida -Bridge construction consisting of 80 each, 24" X 24" concrete piling.

Spring Park Road, Jacksonville, Florida -Installation of 400 linear feet of 30-foot sheet pile.

Ring Power, St. Augustine, Florida -Installation of 2,100 feet of 25-foot long sheet pile, tie-back system and concrete cap work.

Baker County Road Department, Macclenny, Florida -Project consisted of bridge work and 18" X 18" concrete piling.

Jefferson Smurfit, Fernandina Beach, Florida -Project consisted of fender repair, installation of docks and four (4) dolphins.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Florida Floats, Inc. dba Bellingham Marine

1813 Dennis Street

Jacksonville, FL 32204, Phone: (904) 358-3362

OWNER:

(Name, legal status and address)

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

BOND AMOUNT: \$ Five Percent (5%) of Total Amount Bid

PROJECT:

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

Southern Basin Reconfiguration - Fernandina Harbor Marina, Invitation To Bid #18-23

3 South Front Street, Fernandina Beach, FL 32034

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

PO Box 3018

Bothell, WA 98041-3018

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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

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

Signed and sealed this 19th day of October, 2018.

	Florida Floats, Inc. dba Bellingham Marine	
	(Contractor as Principal)	(Seal)
	(Title) Keyin Thompson, VP/General	
	Western Surety Company	
	(Surety)	(Seal)
	(Title) Julie M. Glover	
	Attorney-in-Fact	

Init.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steve Wagner, Michael A Murphy, S M Scott, Julie M Glover, Carl M Lovsted III, Chad M Epple, Andy D Prill, Jim S Kuich, Teresa Glombecki, Patti White, Jim W Doyle, Theresa A Lamb, Individually

of Bothell, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2018.



WESTERN SURETY COMPANY

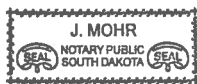
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of October, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

FERNANDINA HARBOR MARINA

BID FORM

1.0 PRICES

Having carefully examined the Bid Documents and having become familiarized with the project site and evaluated the conditions affecting the work of the proposed dock system, the undersigned proposes to furnish all materials, labor, supervision, and other items necessary for the execution of the work covered by the specifications and drawings including written addenda for the following unit prices:

2.0 BASE BID

The base bid will be as shown and described in the Plans. Each line item includes fabrication, supply, shipping, installation and site supervision for construction and/or installation of that item and all appurtenances, attachments, connections, etc., as described or implied in the Bid Drawings and Technical Specifications.

Contractors may elect to bid only the dredging works or not place a bid for the dredging. If a Contractor chooses to not bid either the dredging or the building demolition or dock installation works, he should write "No Bid" for those components of the works that he has elected to not bid on the Bid Form.

Please Refer to the Schedule of Values (Exhibit A) attached hereto.

3.0 BID DEFINITIONS

3.1 Demolition – The tearing down and proper, legal disposal of existing overwater building, anchor and foundation piling, utilities, and docks as indicated or implied in the Bid Drawings and/or identified elsewhere in these Bid Documents.

3.2 Dredging – Removal of material from the bottom of the basin and proper, legal disposal at an approved location. A location at the Municipal Airport has already been approved. If this location is to be used, the placement area and grading of the material should be coordinated with the Owner's Representative. If an alternate location is selected, the Contractor shall coordinate with the FDEP and the Owner's Representative for approval of this location.

3.5 Gangways – Aluminum gangways including all associated mounting hardware, transition plates, rollers, etc. Note that the existing aluminum gangways are to be removed, refurbished and re-installed.

3.6 Floating Docks – All design, labor, and materials to fabricate and install a fully functional floating dock system as illustrated in the Bid Drawings and meeting the performance criteria outlined in the Technical Specifications.

3.7 Floating Dock Anchor Piles – Precast prestressed concrete or steel pipe piles designed to anchor the floating dock system in place based upon the performance criteria delineated in the Technical Specifications. The number of anchor piles required will be based upon the Contractor's final design.

FERNANDINA HARBOR MARINA

3.8 Refurbished Dinghy Docks – All design, labor, and materials to refurbish and certify a fully functional floating dock system as illustrated in the Bid Drawings and meeting the performance criteria outlined in the Technical Specifications.

3.9 Slip Utilities – The base bid shall include pedestals as indicated in the Bid Drawings and/or Technical Specifications. The costs in the base bid for Power and Water Distribution shall include all cable, hardware, piping, fittings, etc. to procure and install a fully operational system.

3.10 Dry Standpipe System – All piping, fittings, valves, etc. to furnish and install a functioning dry standpipe system as indicated in the Bid Drawings.

3.11 Fire Cabinets – Manufactured cabinets to house fire extinguishers and safety equipment (life rings) as indicated in the Bid Drawings and Technical Specifications. The base bid for fire cabinets shall be of the same material and aesthetic design as the slip utility pedestals.

3.12 Safety Ladders – Ladders made of aluminum or other non-corrosive material that shall either fold or extend in such a manner as to be kept out of the water when not in use, but easily extended into the water from a person on the docks or in the water.

3.13 Utility Improvements – Work as described in the Bid Drawings.

3.13.1 Potable water pipe – Polyvinyl chloride pipe used to transmit drinking water; size varies

3.13.2 Fire water pipe – Polyvinyl chloride pipe used to transmit water for fire suppression; size varies

3.13.3 Water meters and backflow preventers – Utility structures (as required by the City of Fernandina Beach)

3.14 Solicited Bid Alternate – Refurbished Bellingham Marine Floating Docks – Bidders shall provide the net change in total cost for removing, cleaning, inspecting, refurbishing and reinstalling existing Bellingham Marine concrete docks with associated new walers, through rods, anchor pile guides, and anchor piling as indicated on the Drawings. Because reuse of the existing Bellingham docks may affect the cost to design and install the dockside utilities and safety equipment, alternate bid pricing are also requested for these elements (if required).

If the Engineer of Record determines that the existing precast prestressed concrete anchor piling can be removed, cleaned, inspected, and redriven to anchor the new floating dock (Dock 6) and meet the design criteria in the Specifications, than the existing piling may be reused for the proposed new or refurbished dock system.

4.0 UNSOLICITED ALTERNATES

Bidder is encouraged to submit unsolicited alternates if they believe any modifications, alterations, or additions to the Work may result in a savings or superior product to the Owner. Please describe the proposed alternatives below including the associated price adjustments associated therewith. Clearly indicate whether the price indicated is an *adjustment* (i.e. – the base bid will be increased or reduced by the given amount) or is a *replacement* (i.e. – the given amount will replace a specified line item amount from the base bid). Attach additional sheets and supporting data as necessary.

FERNANDINA HARBOR MARINA

5.0 WORK PLAN AND SCHEDULE

Bidder is required to provide with their bid a Work Plan and anticipated schedule for the completion of the works that will include the project-specific milestones and sequencing described in the Instructions to Bidders, Bid Drawings, and Technical Specifications. The schedule should include mobilization, site preparation, demolition, shop drawing submittals, engineering reviews, fabrication, shipping and delivery. (See Attachment B to the Bid Form)

6.0 WARRANTY:

The Contractor will provide warranties for the Work. Please describe warranties provided on Attachment B to the Bid Form.

7.0 KEY STAFF:

The Bidder should include proposed staff for this project including proposed Project Manager and proposed On-Site Superintendent. Please list proposed staff on Attachment B to the Bid Form.

Bidders are also encouraged to provide qualifications and/or resumes of key staff with their bid.

8.0 MAJOR SUB-CONTRACTORS AND SUPPLIERS:

If the Bidder proposes to use major sub-contractors and suppliers to complete the work described in these Bid Documents, the Bidder should list these sub-contractors and suppliers on Attachment B to the Bid Form.

9.0 CONDITIONS OF BID:

9.1 The undersigned agrees that, if it is selected as CONTRACTOR, it will, within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof, execute the Construction Agreement between OWNER and CONTRACTOR, in accordance with the terms of the Bid.

9.2 If awarded the contract, the undersigned hereby certifies to expedite completion of all Work in conjunction with plans presented by the Owner's Engineer as herein further described, and further certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed on the Work.

9.3 The undersigned Bidder further declares that they have examined the site of the work and have informed themselves fully in regard to all conditions and constraints pertaining to the place where the work is to be done; and has examined the Bid Drawings and Specifications for the work and the Bid Documents relative thereto; and has read and become familiar with the Bid Documents furnished prior to opening of bids, that they have satisfied themselves relative to the work to be performed.

9.4 Bidder understands that the OWNER reserves the right to reject any and all bids, and to waive any irregularities in the bidding and accept the bid, with or without alternates, as deemed to be in the best interest of the OWNER.

9.5 Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

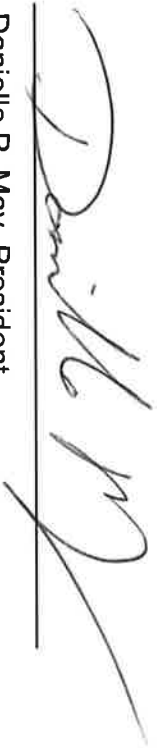
FERNANDINA HARBOR MARINA

9.6 The above unit prices shall include all materials, overhead, profit, insurance, bonds, permit fees if required, etc., to cover the finished work called for. The Owner reserves the right to delete line items and/or to add or subtract units at the unit prices listed above.

10.0 EXECUTION

The undersigned proposes to furnish all materials and labor required for Fernandina Harbor Marina – South Basin Realignment in Fernandina Beach, Florida in accordance with the accompanying Bid Documents and Plans and Attachment A – Schedule of Values.

By:



Danielle P. May, President

(Title)

Address:

601 Bryan Street

Jacksonville, FL 32202

Date:

October 19, 2018

License No.:

SCC131150693

END OF BID FORM

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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 BID**
 - 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 BID**
 - 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

4. WITHDRAWAL OF BID

- 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 BID

- 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 Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfj.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23

SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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

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

BID BOND:

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23

SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

- 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 - as stated in the attached contract form

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 2-444.

16. FEDERAL GRANT MONEY

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

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

ATTACHMENT A TO BID FORM

Schedule of Values

Fernandina Harbor Marina South Basin Realignment

12 September 2018

	Qty	Unit	Unit Price	Total Price
Demolition - South Basin Floating Docks				
Demolition - South Basin Floating Docks	15,940	sf	<u>\$2.90</u>	<u>\$46,266.00</u>
Demolition - South Basin Anchor Piling	57	ea	<u>\$1,052.63</u>	<u>\$59,999.91</u>
Demolition - South Basin Utilities	1	ls	<u>\$13,350.00</u>	<u>\$13,350.00</u>
Demolition - "Vuturo" Building				
Demolition - "Vuturo" Building	1	ls	<u>\$66,000.00</u>	<u>\$66,000.00</u>
Dredging & Disposal				
Mobilization	1	ls	<u>\$300,000.00</u>	<u>\$300,000.00</u>
Demobilization	1	ls	<u>\$150,000.00</u>	<u>\$150,000.00</u>
Dredging & Disposal	30,000	cy	<u>\$18.25</u>	<u>\$547,500.00</u>
New South Basin Floating Dock (Dock 6)				
Install New 4' X 30' Aluminum Gangway	1	ea	<u>\$15,000.00</u>	<u>\$15,000.00</u>
Floating Docks (including all connections, hardware, cleats, etc.)	6,425	sf	<u>\$94.00</u>	<u>\$603,950.00</u>
Floating Dock Anchor Piles	15	ea	<u>\$15.00</u>	<u>\$22,500.00</u>
Slip Utilities (power & water)	20	ea	<u>\$2,250.00</u>	<u>\$45,000.00</u>
Utility Pedestals	1	ls	<u>\$175,000.00</u>	<u>\$175,000.00</u>
Power Distribution (cabling, panels, etc.)	1	ls	<u>\$58,000.00</u>	<u>\$58,000.00</u>
Water Distribution (piping, valves, fittings, etc.)	1	ls	<u>\$1,666.00</u>	<u>\$9,996.00</u>
Fire Station Safety Pedestals	6	ea	<u>\$1,600.00</u>	<u>\$8,000.00</u>
Safety Ladders	5	ea	<u>\$1,600.00</u>	<u>\$8,000.00</u>
Fire Suppression Standpipe System	1	ls	<u>\$69,000.00</u>	<u>\$69,000.00</u>
Dinghy Docks (Docks 4 & 5)				
Install New Boardwalk Lighting	1	ls	<u>\$45,000.00</u>	<u>\$45,000.00</u>
Install Refurbished Aluminum Gangways	2	ea	<u>\$1,200.000</u>	<u>\$2,400.00</u>
Clean, Inspect, and Install Suitable Refurbished Bellingham Main Piers at New Central Dock	3,460	sf	<u>\$37.28</u>	<u>\$128,988.80</u>
Slip Utilities (Power & Water)	8	ea	<u>\$1,875.00</u>	<u>\$15,000.00</u>
Utility Pedestals	1	ls	<u>\$49,000.00</u>	<u>\$49,000.00</u>
Power Distribution (cabling, panels, etc.)	1	ls	<u>\$39,000.00</u>	<u>\$39,000.00</u>
Water Distribution (piping, valves, fittings, etc.)	1	ls	<u>\$1,600.00</u>	<u>\$9,600.00</u>
Fire Station Safety Pedestals	6	ls	<u>\$1,600.00</u>	<u>\$4,800.00</u>
Safety Ladders	3	ea	<u>\$1,600.00</u>	<u>\$4,800.00</u>
Fire Suppression Standpipe System (Refurbish & Test Existing)	1	ls	<u>\$45,000.00</u>	<u>\$45,000.00</u>
Construction Sub-Total				<u>\$2,528,350.71</u>
General Conditions				
Mobilization	1	ls	<u>\$75,000.00</u>	<u>\$75,000.00</u>
Demobilization	1	ls	<u>\$75,000.00</u>	<u>\$75,000.00</u>
Floating Dock Design	1	ls	<u>\$35,000.00</u>	<u>\$35,000.00</u>
Marine Utilities Design	1	ls	<u>\$12,000.00</u>	<u>\$12,000.00</u>
Gangway & Connection Design	1	ls	<u>\$8,000.00</u>	<u>\$8,000.00</u>
Environmental Protection	1	ls	<u>\$15,000.00</u>	<u>\$15,000.00</u>
Erosion and Sediment Control	1	ls	<u>\$10,000.00</u>	<u>\$10,000.00</u>
Pile PDA testing (3% of all vertically loaded piles per Geotechnical report)	30	ea	<u>\$100.00</u>	<u>\$3,000.00</u>
Pile Static Load Tests per Geotechnical Report	30	ea	<u>\$100.00</u>	<u>\$3,000.00</u>
Project Surveying and Testing	1	ls	<u>\$5,000.00</u>	<u>\$5,000.00</u>
Payment and Performance Bond (% of Construction Sub-total)	2	%	-	<u>\$50,567.01</u>
Overhead & Profit (% of Construction Sub-total)	15	%	-	<u>\$379,252.60</u>
General Conditions Sub-total				<u>\$670,819.61</u>
Project Grand Total (Construction + General Conditions)				<u>\$3,199,170.32</u>

ATTACHMENT A TO BID FORM

Schedule of Values

Fernandina Harbor Marina South Basin Realignment

12 September 2018

Solicited Bid Alternate - Refurbished Bellingham Marine Floating Docks

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

	Price Adjustment
Clean, inspect, and install Suitable Refurbished Bellingham Main Piers at New Central Dock	add / (deduct) No Bid
Slip Utilities on Refurbished Docks (Power & Water)	add / (deduct) No Bid
Utility Pedestals	add / (deduct) No Bid
Power Distribution (cabling, panels, etc.)	add / (deduct) No Bid
Water Distribution (piping, valves, fittings, etc.)	add / (deduct) No Bid
Fire Station Safety Pedestals on Refurbished Docks	add / (deduct) No Bid
Safety Ladders on Refurbished Docks	add / (deduct) No Bid
Fire Suppression Standpipe System on Refurbished Docks	add / (deduct) No Bid
Clean, inspect, and Reuse Existing Concrete Anchor Piling	add / (deduct) No Bid

Unsolicited Bid Alternates(s)

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any unsolicited alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
END OF EXHIBIT A TO INSTRUCTIONS TO BIDDERS		

ATTACHMENT B TO THE BID FORM

WORK PLAN AND SCHEDULE

Please see the attached pages for our detailed work plans and for our critical path schedule.

WARRANTY:

The Contractor will provide warranties for the Work as follows:

One year warranty on all structural work. There is no warranty on dredging work.

KEY STAFF:

The Bidder proposes the following staff for this project:

Proposed Project Manager: Danielle P. May

Proposed On-Site Superintendent: Alvin C. Lopez

Bidders are encouraged to provide qualifications and/or resumes of key staff with their bid. See attached at the back of this bid the resumes of key personnel.



DREDGING AND DISPOSAL

WORK PLAN

BDI will begin mobilization operations by putting a notice mariner out through the Coast Guard that there will be barge activity from the Florida Inland Navigation DMA in Nassau County, adjacent to the airport, to the Fernandina Beach Marina. BDI will order a pre-dredge survey by Arc Survey & Mapping. We will then mobilize a pump station to the DMA. The pump station will consist of a 45'x140' deck barge with two spuds, a 7260 American crane, a 400KW generator, a 10" Toyo pump (for pumping hoppers), a 8" Toyo pump as backup for the 10" Toyo pump, 10" water pump for makeup water, a 6" jet pump for jet ring, 100' of flex hose, and up to 1,500' of 10" SDR17 poly HDPE pipe. A 24' aluminum crew boat with a 150 motor will be utilized to transport crew and miscellaneous material to the pump station. BDI will stage crew boat and work from Amelia Island Yacht Basin for the pump station crew. We will deliver a long reach excavator to the DMA for support of upland activities. BDI will install 10" discharge pipe from the pump station to the DMA.

Once pump station is secured and operational, we will mobilize a 45'x140' spud barge with two spuds and hauling gear to be utilized as the dredge barge. This barge will consist of a 9310 225 ton crane with a 6 yard environmental bucket. BDI will begin by staging this in the basin at Fernandina Beach and will deliver to the site a 195'x35' river standard hopper (capacity of 1,200 cubic yards) and a 275'x45' super jumbo hopper (capacity of 2,600 cubic yards). We will begin operations at the southern end and work or way north to the Marina office and the Bretts Waterway Cafe. During dredging operations the hoppers will be traveling between the dredge site and the pump station. Once we have achieved the footprint of the selected dredge area, BDI will have Arc Survey & Mapping do a post-dredge survey to determine if there are any areas that need to be addressed. BDI will provide signed and sealed drawings at the conclusion of the dredging stage.

BDI will unload the DMA using long reach excavators and dump trucks to transport the material to its final resting place at the airport per the plans and specifications.



DEMOLITION OF SOUTH BASIN FLOATING DOCKS **WORK PLAN**

BDI will use utility subcontractor Marina Utilities (out of Collier County) for removing all utilities at the Marina. Once the utilities have been removed, BDI will mobilize a 140'x45' barge with an inland tug boat. The barge will have 7260 American crane with a 140' boom to handle a pile extractor to remove all pilings and place on the barge. All pilings will be taken to the designated staging area along with all docks for evaluation.

Dredging operations to commence following demolition.



DEMOLITION OF "VUTURO" BUILDING
WORK PLAN

BDI will surround the building in the water with double turbidity screens and we will install silt fence around the upland side of the building. BDI will utilize North Florida Waster Management, LLC to demolish the "Vuturo" building. They will utilize excavators and 40 yard debris truck to haul material off to proper dump.



INSTALLATION OF NEW SOUTH BASIN FLOATING DOCK AND DINGHY DOCKS **WORK PLAN**

BDI will install all docks using a 140'x45' crane barge with a 7260 American crane with 140' of boom. BDI will install all pilings with an appropriately sized diesel or pneumatic hammer. Once all docks and pilings are installed, BDI will install gangways for access and let utility contractor in to begin installation of utility services.

BRANCE Diversified

2018

2019

	Job	November				December					January				February			
Line #	Fernandina Harbor Marina South Basin Realignment	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	17-Dec	24-Dec	31-Dec	7-Jan	14-Jan	21-Jan	28-Jan	4-Feb	11-Feb	18-Feb	25-Feb
1	Mobilization																	
2	Demolition - South Basin Floating Docks																	
3	Demolition - "Vuturo" Building																	
4	Dredging & Disposal																	
5	New South Basin Floating Dick (Dock 6)																	
6	Dinghy Docks (Docks 4 & 5)																	
7	Demobilization																	

FERNANDINA HARBOR MARINA

MAJOR SUB-CONTRACTORS AND SUPPLIERS:

The Bidder proposes to use the following major sub-contractors and suppliers to complete the work described in these Bid Documents:

Arc Survey & Mapping, Inc. of Jacksonville, Florida will provide all pre, post and interim surveys.

Gibson Trucking of Jacksonville, Florida will be utilized as a supplementary company for transporting materials from the DMMA to the airport.

Mobro Marine, Inc. of Green Cove Springs, Florida will provide tug services for transporting hoppers.

Marina Utilities, Inc. of Bonita Springs, Florida will be utilized to remove all utilities from the Marina.

North Florida Waste Management, LLC of Jacksonville, FL will be utilized to demolish "Vuturo" Building and dispose of debris.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBITS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23

SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "A"

CONTACT SHEET

Name: Brance Diversified, Inc.

Federal Taxpayer ID: 26-2921414

Mailing Address: 601 Bryan Street

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

Telephone: 904-748-0050 Fax: 904-212-1165

Email: dmay@brancediversified.com

Submitted By: Danielle P. May

Title: President

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Victoria Lauteria Title: Controller

Email Address: amay@brancediversified.com Phone: 904-748-0050

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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 #18-23 - Southern Basin Reconfiguration
2. This sworn statement is submitted by (entity) Branche Diversified, Inc. whose business address is 601 Bryan Street, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 26-2921414 (if a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Danielle P. May and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
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"

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23

SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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

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

Signature *Victoria E. Lauteria* Date: 10/19/18

STATE OF FLORIDA
COUNTY OF Duval

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

Victoria E. Lauteria
Notary Public
My Commission expires:



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



Office of the General Counsel
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399-0950
Tel: 850-487-1082 | Fax: 850-922-6312

Rick Scott, Governor

Chad Poppel, Secretary

March 6, 2015

Ms. Claudia Llado
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

RE: Lance William Young v. Department of Management Services
DOAH Case No.: 15-1065CVL

Dear Ms. Llado:

Pursuant to the request of Judge, Diane Cleavinger, please find attached a clear copy of the original Consent Order filed with the Division on February 27, 2015.

Thank you for your assistance in regards to this matter.

Sincerely,

Tammy L. Smith
Assistant to Michael A. Greif
Assistant General Counsel

Enclosure

cc: Barry S. Richard, Esquire

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

LANCE WILLIAM YOUNG,
PETITIONER,

vs.

DMS CASE NO.: ~~14-29355~~

**DEPARTMENT OF MANAGEMENT SERVICES,
RESPONDENT.**

CONSENT ORDER

This Consent Order (the "Order"), upon full execution and subsequent adoption in a final order of the Division of Administrative hearings, disqualifies Lance William Young, 5139 Fairway Oaks Drive, Windermere, Florida (Young) from public contracting and procurement and places Petitioner on the Department's convicted vendor list pursuant to section 287.133, Florida Statutes.

I. This Order is:

- A. The Department of Management Services' (DMS) notice of intent that good cause exists, per the facts outlined in Section II., to place Young on the convicted vendor list pursuant to section 287.133(3)(e)1., F.S.;
- B. Young's timely filed petition for a formal hearing pursuant to section 287.133(3)(e)2., Florida Statutes (Petition); and
- C. The document to be adopted in the final order of the Administrative Law Judge disposing of the Petition pursuant to section 287.133(3)(e)2.f., Florida Statutes.

II. Facts pertinent to this Order are as follows:

- A. On February 21, 2012, Young was convicted in United States District Court of conspiracy to commit honest services mail fraud, conspiracy to commit bribery, and conspiracy to commit money laundering regarding matters surrounding a dredging contract for the Port of Jacksonville (Conviction).
- B. Young was sentenced to a prison term of 20 months, supervised release for 12 months thereafter and a fine of \$100,000 for the Conviction. ^{completed supervised release on October 3, 2014} *4/1/15*
- C. Young has served the sentence, paid the fine, and ^{completed supervised release for the Conviction.} ~~is or supervised release for the Conviction.~~
- D. Young had a duty to inform DMS within 30 days of the Conviction and failed to do so. §287.133(3)(b), F.S.
- E. DMS discovered and then investigated the Conviction on or about February of 2014.
- F. Subject to applicable law including section 837.06, Florida Statutes, on false official statements, Young makes the following statement to induce DMS to issue this Order: Since the Conviction date Young has not performed any of the actions prohibited to a person or affiliate on the convicted vendor list by section 287.133(2)(a), Florida Statutes, and will not until permitted by this Order.
- G. Young concedes that good cause exist for placement on the convicted vendor list and acknowledges that section 287.133(2)(a), Florida Statutes, contemplates placement on the convicted vendor list for 36 months.

III. DMS places Young on the convicted vendor list through May 30, 2016.

During this period, Young "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...." §287.133(2)(a), F.S.

IV. Young, by his notarized signature below, affirms:

- A. He has read and agrees to this Order;
- B. There are no other facts which, if known by DMS, might result in the Secretary of Management Services not approving this Order;
- C. No promise or threat other than specifically contained herein induces his consent to this Order;
- D. He waives all rights to appeal of this Order or the resulting final order; and
- E. He has consulted with his attorney on this matter and will bear his own costs and attorney's fees.


Lance William Young

Date

2/3/15

STATE OF FLORIDA
COUNTY OF Orange

The foregoing was acknowledged before me this 3rd day of February, 2015, by Lance William Young, who [strike one] (personally know)/(produced the following identification: _____

Chad B. Brown

(Signature of Notary Public)/(Print, Type, or Stamp Commissioned Name of Notary Public)

Having considered this matter and being fully advised of the premises, it is hereby

DONE AND ORDERED this 25th day of February, 2015.




CHAD B. BROWN, Secretary

Department of Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

Copies furnished to:

Barry Richard, Esquire
Attorney for Lance William Young
Greenberg Taurig, P.A.
101 East College Avenue
Tallahassee, Florida 32301

Cliff Nilson
Interim State Purchasing Director
Department of Management Services
4050 Esplanade Way, Suite 360J
Tallahassee, Florida 32399-0950

Michael A. Greff, Assistant General Counsel
Department of Management Services
4050 Esplanade Way, Suite 160
Tallahassee, Florida 32399-0950

Veronica McCrackin
Governance Manager
Department of Management Services
4050 Esplanade Way, Suite 380I
Tallahassee, Florida 32399-0950

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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: Brance Diversified, Inc.
601 Bryan Street
CITY: Jacksonville STATE: FL ZIP CODE: 32202
SIGNATURE:  PHONE: 904-748-0050
NAME (TYPED OR PRINTED): Danielle P. May TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: 18-23

Project Description: Southern Basin Reconfiguration - Fernandina Harbor
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: Brance Diversified, Inc.

Authorized Signature: 

Title: President

Date: October 19, 2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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: Danielle P. May Title: President

Signature:  Date: October 19, 2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for #18-23 - Southern Basin Reconfiguration

This sworn statement is submitted by (entity) Brance Diversified, Inc. whose business address is 601 Bryan Street, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 26-2921414 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: .)

My name is Danielle P. May and my relationship to the entity named above is President.

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

Signature *Danielle P. May* Date: 10/19/18

STATE OF FLORIDA
COUNTY OF Duval

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

Notary Signature *Victoria E. Lauter*

My Commission expires:  NOTARY PUBLIC
STATE OF FLORIDA
Comm# 06220391
Expires 6/19/2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23

SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for #18-23 - Southern Basin Reconfiguration

This sworn statement is submitted by (entity) Brance Diversified, Inc. whose business address is 601 Bryan Street, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 26-2921414 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Danielle P. May and my relationship to the entity named above is President.

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


Signature Date: 10/19/18

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19 day of October,
20 18 and is personally known to me, or has provided _____ as identification.

 My Commission expires:


Victoria E. Lauter
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG230391
Expires 6/19/2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
YES NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
YES NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

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

<u>Brance Diversified, Inc.</u>	<u>10/19/18</u>
Firm	Date
	
Authorized Signature	Danielle P. May, President
	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1

For

ITB 18-23 SOUTHERN BASIN REALIGNMENT

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of ITB 18-23. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

To clarify that the pre-bid meeting will be Tuesday, September 25, 2018 at 1:00pm.

NAME: Danielle P. May **TITLE:** President
Brance Diversified, Inc.

ADDRESS: 601 Bryan Street

CITY: Jacksonville **STATE:** FL, 32202

AUTHORIZED SIGNATURE:  **DATE:** 10/19/18

End of addendum No. 1

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Brance Diversified, Inc.
601 Bryan Street
Jacksonville, FL 32202

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

ITB# 18-23 Southern Basin Reconfiguration-Fernandina Harbor Marina

SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

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

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

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

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

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

Signed and sealed this 19th day of October, 2018

(Witness)



Brance Diversified, Inc.

(Principal)

(Seal)

By:



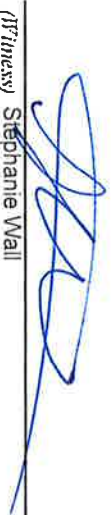
(Title) President

U.S. Specialty Insurance Company

(Surety)

(Seal)

(Witness) Stephanie Mall



By:



(Title) Kevin Richard Wojtowicz Licensed FL Resident Agent



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

KEVIN RICHARD WOJTOWICZ

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2006654, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00).

Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles



U.S. SPECIALTY INSURANCE COMPANY
By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia O. Carrejo (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of October, 2018.

Bond No. BB2006654
Agency No. 11680

Kio Lo
Kio Lo, Assistant Secretary



DANIELLE MAY



PRESIDENT

PROFESSIONAL EXPERIENCE:

2008 to Present

**BRANCE DIVERSIFIED, INC.
JACKSONVILLE, FL**

PRESIDENT: Ms. May used her vast experience in the dredging and marine construction industry to start her own company. Her responsibilities include but are not limited to attending pre-bid meetings, project estimating, attending preconstruction meetings, coordinating and attending inspections, communicating with project owners, acting as liaison between the office and project sites, coordinating and monitoring all quality control measures including turbidity and manatee observation, and supervising project managers, project superintendents, foremen, dredge captains and crews. Active involvement includes setting up and monitoring survey crews, overseeing engineering firms for pre and post dredge surveys, and the production of the final as-built drawings. She also manages the rolling and floating equipment and analyze plans and job conditions to formulate alternative approaches using alternative equipment.

2008 to 2008

**ORION MARINE GROUP/SUBAQUEOUS SERVICES, LLC
JACKSONVILLE, FL**

VICE PRESIDENT OF OPERATIONS: Responsibilities included but were not limited to attending pre-bid meetings, project estimating, attending preconstruction meetings, coordinating and attending inspections, communicating with project owners, acting as liaison between the office and project sites, coordinating and monitoring all quality control measures including turbidity and manatee observation, and supervising project managers, project superintendents, foremen, dredge captains and crews. Active involvement included setting up and monitoring survey crews, overseeing engineering firms for pre and post dredge surveys, and the production of the final as-built drawings.

**SUBAQUEOUS SERVICES INC.
ORLANDO, FLORIDA**

1998 to 2008

VICE PRESIDENT OF OPERATIONS - 2005 TO 2008: Responsibilities included but were not limited to attending pre-bid meetings, project estimating, attending preconstruction meetings, coordinating and attending inspections, communicating with project owners, acting as liaison between the office and project sites, coordinating and monitoring all quality control measures including turbidity and manatee observation, and supervising project managers, project superintendents, foremen, dredge captains and crews. Active involvement included setting up and monitoring survey crews, overseeing engineering firms for pre and post dredge surveys, and the production of the final as-built drawings. I also managed the rolling and floating equipment and analyzed plans and job conditions to formulate alternative approaches using alternative equipment.

DANIELLE MAY



PRESIDENT

**SUBAQUEOUS SERVICES INC.
ORLANDO, FLORIDA**

PROJECT MANAGER - 1998 TO 2005: Responsibilities included but were not limited to attending preconstruction meetings, bidding, planning and maintaining dredge productions, assisting survey crews with pre and post dredge and shoreline as-built drawings, troubleshooting dredge production, maintaining quality control, managing all aspects of dredging safety and contract /permit compliance. Additional responsibilities included hiring and terminating of employees on the projects managed and acting as liaison between the office and the project sites.

1996 to 1998

**D. M. DREDGING INC.
Fort Myers, Florida**

OWNER/PRESIDENT: Responsibilities included but were not limited to all forms of bidding, vendor relations, financials and accounting, quality control, customer relations, analyzing plans, specifications and site conditions to formulate creative approaches to work for maximum competitiveness and profitability, meeting with clients to discuss project objectives and evaluate potential cost savings, assisting clients in the project implementation process including design, permit document assembly, and construction management, meeting with regulatory role personnel to address environmental concerns in project implementation, and having an active role in any projects of major environmental concerns.

D. M. Dredging Inc. was sold to Subaqueous Services, Inc. Fort Lauderdale, Florida in October of 1998.

1995 to 1996

**STEMIC MARINE CONSTRUCTION
Fort Myers, Florida**

PROJECT SUPERINTENDENT: Responsibilities included but were not limited to attending preconstruction meeting, bidding projects, project planning, developing Stemic Marine's dredging capabilities to expand their capacity to obtain more than just dock construction work, and managing dredge production, piling installation, schedules, building piling templates, installing channel markers, new docks, rip rap, wetland development and quality control. Managed employees in the field and was liaison between the office and the field

DANIELLE MAY



PRESIDENT

1994 to 1995

**HARDAWAY MARINE CONSTRUCTION
Tampa, Florida**

PROJECT FOREMAN: Responsibilities included but were not limited to planning and maintaining pile driving schedules and production, supervising barge crews and enforcing safety plans in place for open water construction

1992 to 1994

**PREMIER DREDGE AND MARINE, INC.
Winter Park, Florida**

PROJECT SUPERINTENDENT: Responsibilities included but were not limited to attending preconstruction meetings and inspections, communicating with project owners, acting as liaison between the office and the project site, planning and maintaining dredge production, troubleshooting dredge production deficiency, turbidity monitoring quality control, supervising dredge captains and crews, active involvement in managing all aspects of dredging safety and contract permit compliance, and assisting survey crews with pre and post dredge surveys in the production of the final as-built drawings.

1990 to 1992

**HARPER BROTHERS, INC.
Fort Myers, Florida**

LAKE FOREMAN - 1991 TO 1992: Responsibilities included but were not limited to management of rolling equipment and employees, safety and contract permit compliance, assisting surveyors, maintaining production and schedules, and acting as liaison between field and project manager.

OPERATOR - 1990 TO 1991: Responsibilities included but were not limited to maintaining equipment and finish grade work. Equipment operated: PC 120 Komatsu to PC 700 Komatsu, 235 Caterpillar to 345 Caterpillar, D-3 Caterpillar Dozers to D-9 High Track Caterpillar. Additional equipment operated included track hoes, bulldozers, loaders, scrapers, box blades, screen plants, and curb machine.

LICENSES

State of Florida Specialty Marine Contractor License
License # SCC131150693



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MAY, DANIELLE PAIGE

BRANCE DIVERSIFIED INC
601 BRYAN STREET
JACKSONVILLE FL 32202

LICENSE NUMBER: SCC131150693

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**PROFESSIONAL EXPERIENCE:**

2011 - Present

**BRANCE DIVERSIFIED, INC.
JACKSONVILLE, FL**

PROJECT ADMINISTRATOR: Perform all project administration functions including, assisting with bid and proposal submissions; tracking owned equipment and arranging for transport to job sites, requesting quotes from vendors and subcontractors, facilitating arrival of equipment, material and labor on job site, tracking job performance and reporting daily performance versus budget, file and track all notice to owners, liaison between customer and superintendents for any required paperwork and project submittals, and produce and deliver all project payment requisitions and invoices.

ADMINISTRATIVE ASSISTANT: Performed all general office administration duties including maintaining cash accounts; accounts payable; accounts receivable. Handled any personnel issues and processed payroll. Assisted legal counsel with litigation matters. Assisted in bid submissions and project tracking. Maintained licensing with various municipalities.

2015 – 2016

**ULTA (PART-TIME)
JACKSONVILLE, FL**

STYLIST: Interfaced with customers to identify desired hairstyle; recommend additional styling products and merchandise. Ensured compliance with all safety and health regulations. Assisted with inventory and stock management routine counts. Provided high-quality customer service.

**THE HAIR FACTORY (PART-TIME)
JACKSONVILLE, FL**

STYLIST: Interfaced with customers to identify desired hairstyle; recommend additional styling products and merchandise. Ensured compliance with all safety and health regulations. Assisted with inventory and stock management routine counts. Provided high-quality customer service.

2013 – 2015

**BOOT BARN (PART-TIME)
JACKSONVILLE, FL**

SALES ASSOCIATE: Interfaced with customers to identify purchasing needs. Recommend additional products or cost-effective alternatives to enhance service and customer satisfaction. Assisted with inventory and stock management routine counts. Provided high-quality customer service.

EDUCATION AND CERTIFICATIONS:**EDUCATION:**

2014-2015

American Academy of Cosmetology, Jacksonville, FL
Undergraduate - Cosmetology/Cosmetologist, General

2010-2014

West Meadows Baptist Academy, Jacksonville, FL
Graduated, GPA 3.5

CERTIFICATION:

Licensed Cosmetologist – State of Florida License # CL1251117

Alvin Lopez



General Superintendent

Summary of Qualifications

A skilled and knowledgeable superintendent with over 25 years of experience in heavy civil marine construction including all aspects of construction management, scheduling, heavy floating equipment operations, monitoring and inspection of work and effectively communicates with the project team.

Academic Credentials and Training

100 Ton Master Captain license with Towing endorsement, 1998
Certified Crane Operator
Certified Fire Fighter, 1994
Commercial Diving Certification, 1993

Employment History

General Superintendent - Brance Diversified, Inc., 2018 - Present
General Superintendent - Orion Marine Construction, Inc. 2009-2018
Owner - X-Treme Land Clearing, Inc. 2005-2009
Superintendent - Gimrock Construction, Inc. 1996-2005
Foreman - Gimrock Construction, Inc. 1992-1996

Relevant Experience

Brance Diversified, Inc.

Holly Point Boathouse Improvements and Dredging, Jacksonville, FL (2018)

This project includes dredging approximately 3,000 cubic yards of material to create a 30' wide x approximately 750' long channel from the St. John's River to the owner's dock and creating a turning basin created immediately adjacent to the large boat garage. Boathouse improvements include the demolition and removal of current structure and construction of extended boathouse and dock area.

City of Winter Park – Arbor Park Dredging, Winter Park, FL (2018)

This project includes maintenance dredging 2,000 lineal feet equaling approximately 1,000 cubic yards of various material deposited in a stormwater conveyance ditch. Dredged material was hauled off by dump truck for disposal.

Hawks Cay Dock Restoration, Duck Key, FL (2018)

This project includes removal of existing cap boards, stringers and decking to restore the Marina area at Hawks Cay Resort.

Channelside Bulkhead Repair, Jacksonville, FL (2018)

This project includes repair and restoration of existing 220 lineal feet of bulkhead to provide extra stability.

Wharf Bravo 1, 2, & 3, Naval Station Mayport, FL (NAVFAC) - (2016-2017) \$24M

This project includes the installation of 2,200 lf of new deep draft bulkhead wall and tie-back system, concrete encapsulation, cathodic protection, new fender system, new upland pavement, and improvements to the electrical and mechanical systems on the dock.

Wharf Charlie 2 Improvements, Naval Station Mayport, FL (NAVFAC) - (2015-2016) \$15M

This project included approximately 800 LF of new steel sheet pile/king pile combination bulkhead seaward of existing fitted with a concrete encapsulation, tie back wall system, relieving platform apron slab and ships moorings. The work also included removal and replacement of existing pavement, fender system, utilities services, and cathodic protection system.

Reconstruction of Jacksonville Southbank Riverwalk, Jacksonville, FL - Haskell (Prime) - City of Jacksonville - (2014) \$10M This project included the replacement of the City of Jacksonville's Southbank Riverwalk. After the existing structure was removed the new installation included 430ea 18" and 24" square concrete piles, 6,000' of precast caps, over 40,000 sf of precast slabs, and two floating docks. This project was awarded with an aggressive schedule that required fast track development of submittals and shop drawings, careful execution of material procurement and thoughtful coordination of floating equipment, crew, and construction resources.

Wharf Charlie 1 Improvements, Naval Station Mayport, FL (NAVFAC) (2011-2012) \$26.4M This design build project included installation of 780' HZM (high modulus combination Z-wall) Bulkhead wall, anchor wall, tie backs, bulkhead concrete encapsulation, installation of an elevated deck (620' x 85') which included 386 ea 18" concrete foundation piles, pile caps, columns, pier caps, 18" pre-stress deck slabs, topping slab, mooring hardware. Under deck installation includes installation of concrete pavement, and lighting. Site improvements include new fencing, automated gates and turnstiles, replacement of ship fuel, aviation fuel, oily waste, steam, water, sewer, storm water, site lighting and electrical services, and asphalt pavement.

FDOT District 2 - SRA1A over Matanzas River- St. Augustine, FL (2009 - 2011) - \$17M

Phased removal and replacement of two existing +500LF long bridges. The substructure consists of 24" square concrete pile up to 157LF long and cast in place pier caps. The superstructure included AASHTO Type IV girders and cast in place bridge decks. A 840LF sheet pile retaining wall with a reinforced concrete cap, soil anchors, and slope protection was added to the contract. The project also included +13,000 tons of rip rap shore protection, drainage systems, utilities, earthwork and roadwork. Responsible for all site supervision, which included directing crews, foremen, and lead men to perform the work, managing subcontractors onsite who installed soil anchors, cast barrier wall, installed riprap. Performed quality control checks for all portions of the work. Notable efforts included successful execution of traffic switches between phases of construction.

FDOT District 2 - US19 over the Cross Florida Barge Canal, Inglis (Feb. 2009- Aug. 2009) - \$14M

A two phase FDOT design- build project. As a subcontractor to Cone & Graham, Inc., work included construction of the substructure elements and installation of girder segments for a 735 LF bridge. The work entailed installation of 30" square concrete piles in preformed holes, mass concrete placements of footing, columns and caps, installation of a mass concrete cooling system for footings and temperature monitoring of all elements. The girder erection involved installation of support towers and carefully orchestrated two crane picks to set 160ft drop in anchor segments and 120 ft. haunch segments. Responsible for all site supervision, which included directing crews, foremen and lead men to perform the work. Performed quality control checks for all portions of the work. Notable efforts included

pronounced support in planning and successful execution of: complex barge loading and unloading sequences for concrete girders, marine tug and barge delivery of girders, critical lift planning for installation of bridge girders.

Gimrock Construction, Inc.

Miami Port Authority – Various Projects (1996-2005) \$20M

Work included heavy marine construction activities, installation of deep draft bulkhead walls and piers for new berths, installation of coffer cells for bascule bridge piers, foundations for ships moorings, fendering, dredging, and salvaged sunken barges. Responsible for all site supervision, which included directing crews, foremen, and lead-men to perform the work, and execution of tug and barge movements in the port and offshore.

Hallandale Beach Boulevard Bridge Demolition, Hallandale, FL (1999) \$1.5M

Steel and concrete erection, demolition of bascule piers, and construction of offshore reef with demo material. Responsible for all site supervision, which included directing crews, foremen, and lead-men to perform the work.

Bayside Marina, Miami, FL (1998) \$2.5M

Supervised construction of new marina which included installation of timber mooring piles, installation of 400ea 18" square concrete piles, installation of ballast slabs and grating deck, and installation of underwater wave attenuator. Responsible for all site supervision, which included directing crews, foremen, and lead-men to perform the work and all planning, coordination, and execution of the work.

FDOT District 6 - Seven Mile Bridge, Moser Channel Fender System Replacement, Marathon Key, FL (1994) \$1.5M

Demolition of existing fender system and installation of new fender system. Responsible for directing crew to perform the work.

Ocean Cay, Bahamas (1993)

Supervised construction of a conveyor dock, assembled 10,000 LF of 18" diameter dredge pipe, worked with suction dredge. Responsible for directing crew to perform the work.

Turks and Caicos (1993)

Performed 300,000 cubic yards of dredging next to dock, performed epoxy injection concrete repairs and installed pile jackets. Responsible for directing crew to perform the work.

BID FORM**1.0 PRICES**

Having carefully examined the Bid Documents and having become familiarized with the project site and evaluated the conditions affecting the work of the proposed dock system, the undersigned proposes to furnish all materials, labor, supervision, and other items necessary for the execution of the work covered by the specifications and drawings including written addenda for the following unit prices:

2.0 BASE BID

The base bid will be as shown and described in the Plans. Each line item includes fabrication, supply, shipping, installation and site supervision for construction and/or installation of that item and all appurtenances, attachments, connections, etc., as described or implied in the Bid Drawings and Technical Specifications.

Contractors may elect to bid only the dredging works or not place a bid for the dredging. If a Contractor chooses to not bid either the dredging or the building demolition or dock installation works, he should write "No Bid" for those components of the works that he has elected to not bid on the Bid Form.

Please Refer to the Schedule of Values (Exhibit A) attached hereto.

3.0 BID DEFINITIONS

3.1 Demolition – The tearing down and proper, legal disposal of existing overwater building, anchor and foundation piling, utilities, and docks as indicated or implied in the Bid Drawings and/or identified elsewhere in these Bid Documents.

3.2 Dredging – Removal of material from the bottom of the basin and proper, legal disposal at an approved location. A location at the Municipal Airport has already been approved. If this location is to be used, the placement area and grading of the material should be coordinated with the Owner's Representative. If an alternate location is selected, the Contractor shall coordinate with the FDEP and the Owner's Representative for approval of this location.

3.5 Gangways – Aluminum gangways including all associated mounting hardware, transition plates, rollers, etc. Note that the existing aluminum gangways are to be removed, refurbished and re-installed.

3.6 Floating Docks – All design, labor, and materials to fabricate and install a fully functional floating dock system as illustrated in the Bid Drawings and meeting the performance criteria outlined in the Technical Specifications.

3.7 Floating Dock Anchor Piles – Precast prestressed concrete or steel pipe piles designed to anchor the floating dock system in place based upon the performance criteria delineated in the Technical Specifications. The number of anchor piles required will be based upon the Contractor's final design.

FERNANDINA HARBOR MARINA

3.8 Refurbished Dinghy Docks – All design, labor, and materials to refurbish and certify a fully functional floating dock system as illustrated in the Bid Drawings and meeting the performance criteria outlined in the Technical Specifications.

3.9 Slip Utilities – The base bid shall include pedestals as indicated in the Bid Drawings and/or Technical Specifications. The costs in the base bid for Power and Water Distribution shall include all cable, hardware, piping, fittings, etc. to procure and install a fully operational system.

3.10 Dry Standpipe System – All piping, fittings, valves, etc. to furnish and install a functioning dry standpipe system as indicated in the Bid Drawings.

3.11 Fire Cabinets – Manufactured cabinets to house fire extinguishers and safety equipment (life rings) as indicated in the Bid Drawings and Technical Specifications. The base bid for fire cabinets shall be of the same material and aesthetic design as the slip utility pedestals.

3.12 Safety Ladders – Ladders made of aluminum or other non-corrosive material that shall either fold or extend in such a manner as to be kept out of the water when not in use, but easily extended into the water from a person on the docks or in the water.

3.13 Utility Improvements – Work as described in the Bid Drawings.

3.13.1 Potable water pipe – Polyvinyl chloride pipe used to transmit drinking water; size varies

3.13.2 Fire water pipe – Polyvinyl chloride pipe used to transmit water for fire suppression; size varies

3.13.3 Water meters and backflow preventers – Utility structures (as required by the City of Fernandina Beach)

3.14 Solicited Bid Alternate – Refurbished Bellingham Marine Floating Docks – Bidders shall provide the net change in total cost for removing, cleaning, inspecting, refurbishing and reinstalling existing Bellingham Marine concrete docks with associated new walers, through rods, anchor pile guides, and anchor piling as indicated on the Drawings. Because reuse of the existing Bellingham docks may affect the cost to design and install the dockside utilities and safety equipment, alternate bid pricing are also requested for these elements (if required).

If the Engineer of Record determines that the existing precast prestressed concrete anchor piling can be removed, cleaned, inspected, and redriven to anchor the new floating dock (Dock 6) and meet the design criteria in the Specifications, then the existing piling may be reused for the proposed new or refurbished dock system.

4.0 UNSOLICITED ALTERNATES

Bidder is encouraged to submit unsolicited alternates if they believe any modifications, alterations, or additions to the Work may result in a savings or superior product to the Owner. Please describe the proposed alternatives below including the associated price adjustments associated therewith. Clearly indicate whether the price indicated is an *adjustment* (i.e. – the base bid will be increased or reduced by the given amount) or is a *replacement* (i.e. – the given amount will replace a specified line item amount from the base bid). Attach additional sheets and supporting data as necessary.

5.0 WORK PLAN AND SCHEDULE

Bidder is required to provide with their bid a Work Plan and anticipated schedule for the completion of the works that will include the project-specific milestones and sequencing described in the Instructions to Bidders, Bid Drawings, and Technical Specifications. The schedule should include mobilization, site preparation, demolition, shop drawing submittals, engineering reviews, fabrication, shipping and delivery. (See Attachment B to the Bid Form)

6.0 WARRANTY:

The Contractor will provide warranties for the Work. Please describe warranties provided on Attachment B to the Bid Form.

7.0 KEY STAFF:

The Bidder should include proposed staff for this project including proposed Project Manager and proposed On-Site Superintendent. Please list proposed staff on Attachment B to the Bid Form.

Bidders are also encouraged to provide qualifications and/or resumes of key staff with their bid.

8.0 MAJOR SUB-CONTRACTORS AND SUPPLIERS:

If the Bidder proposes to use major sub-contractors and suppliers to complete the work described in these Bid Documents, the Bidder should list these sub-contractors and suppliers on Attachment B to the Bid Form.

9.0 CONDITIONS OF BID:

9.1 The undersigned agrees that, if it is selected as CONTRACTOR, it will, within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof, execute the Construction Agreement between OWNER and CONTRACTOR, in accordance with the terms of the Bid.

9.2 If awarded the contract, the undersigned hereby certifies to expedite completion of all Work in conjunction with plans presented by the Owner's Engineer as herein further described, and further certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed on the Work.

9.3 The undersigned Bidder further declares that they have examined the site of the work and have informed themselves fully in regard to all conditions and constraints pertaining to the place where the work is to be done; and has examined the Bid Drawings and Specifications for the work and the Bid Documents relative thereto; and has read and become familiar with the Bid Documents furnished prior to opening of bids, that they have satisfied themselves relative to the work to be performed.

9.4 Bidder understands that the OWNER reserves the right to reject any and all bids, and to waive any irregularities in the bidding and accept the bid, with or without alternates, as deemed to be in the best interest of the OWNER.

9.5 Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

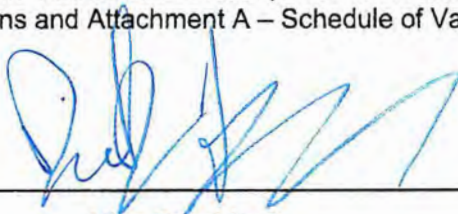
FERNANDINA HARBOR MARINA

9.6 The above unit prices shall include all materials, overhead, profit, insurance, bonds, permit fees if required, etc., to cover the finished work called for. The Owner reserves the right to delete line items and/or to add or subtract units at the unit prices listed above.

10.0 EXECUTION

The undersigned proposes to furnish all materials and labor required for Fernandina Harbor Marina – South Basin Realignment in Fernandina Beach, Florida in accordance with the accompanying Bid Documents and Plans and Attachment A – Schedule of Values.

By:



Vice President

(Title)

Address:

1201 W. Jackson St.

Orlando, FL . 32805

Date:

10/16/18

License No.:

SCC131150916

END OF BID FORM

ATTACHMENT A TO BID FORM

Schedule of Values

Fernandina Harbor Marina South Basin Realignment

12 September 2018

	Qty	Unit	Unit Price	Total Price
Demolition - South Basin Floating Docks				
Demolition - South Basin Floating Docks	15,940	sf	9.80	156,259.00
Demolition - South Basin Anchor Piling	57	ea	5,800.23	330,612.73
Demolition - South Basin Utilities	1	ls	75,534.57	75,534.57
Demolition - "Vuturo" Building				
Demolition - "Vuturo" Building	1	ls	160,423.21	160,423.21
Dredging & Disposal				
Mobilization	1	ls	83,862.96	83,862.96
Demobilization	1	ls	47,617.04	47,617.04
Dredging & Disposal	30,000	cy	41.97	1,259,161.48
New South Basin Floating Dock (Dock 6)				
Install New 4' X 30' Aluminum Gangway	1	ea	30,429.63	30,429.63
Floating Docks (including all connections, hardware, cleats, etc.)	5,425	sf	111.88	715,821.36
Floating Dock Anchor Piles	32	ea	29,416.01	941,317.47
Slip Utilities (power & water)				
Utility Pedestals	20	ea	5,561.04	111,220.74
Power Distribution (cabling, panels, etc.)	1	ls	508,117.96	508,117.96
Water Distribution (piping, valves, fittings, etc.)	1	ls	105,360.49	105,360.49
Fire Station Safety Pedestals	6	ea	4,364.44	26,186.63
Safety Ladders	5	ea	3,567.66	17,835.80
Fire Suppression Standpipe System	1	ls	170,438.27	170,438.27
Dinghy Docks (Docks 4 & 5)				
Install New Boardwalk Lighting	1	ls	68,170.37	68,170.37
Install Refurbished Aluminum Gangways	2	ea	22,513.58	45,027.16
Clean, Inspect, and Install Suitable Refurbished Bellingham Main Piers at New Central Dock	3,460	sf	66.34	229,538.27
Slip Utilities (Power & Water)				
Utility Pedestals	8	ea	7,106.17	56,849.38
Power Distribution (cabling, panels, etc.)	1	ls	227,518.57	227,518.57
Water Distribution (piping, valves, fittings, etc.)	1	ls	43,586.42	43,586.42
Fire Station Safety Pedestals	6	ls	14,258.23	85,549.38
Safety Ladders	3	ea	4,693.83	14,081.48
Fire Suppression Standpipe System (Refurbish & Test Existing)	1	ls	68,543.31	68,543.31
Construction Sub-Total				5,097,901.98
General Conditions				
Mobilization	1	ls	395,617.38	395,617.38
Demobilization	1	ls	59,740.74	59,740.74
Floating Dock Design	1	ls	58,024.69	58,024.69
Marine Utilities Design	1	ls	101,234.57	101,234.57
Gangway & Connection Design	1	ls	19,700.74	19,700.74
Environmental Protection	1	ls	18,645.06	18,645.06
Erosion and Sediment Control	1	ls	21,114.30	21,114.30
Pile PDA testing (3% of all vertically loaded piles per Geotechnical report)	1	ea	36,774.69	36,774.69
Pile Static Load Tests per Geotechnical Report	1	ea	77,114.30	77,114.30
Project Surveying and Testing	1	ls	85,725.31	85,725.31
Payment and Performance Bond (% of Construction Sub-total)	3	%	-	176,260.76
Overhead & Profit (% of Construction Sub-total)	15	%	-	881,303.81
General Conditions Sub-total				1,835,021.37
Project Grand Total (Construction + General Conditions)				\$ 6,932,923.34

ATTACHMENT A TO BID FORM
Schedule of Values
 Fernandina Harbor Marina South Basin Realignment
 12 September 2018

Solicited Bid Alternate - Refurbished Bellingham Marine Floating Docks

**Price
Adjustment**

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

Clean, Inspect, and Install Suitable Refurbished Bellingham Main Piers at New Central Dock	add / (deduct)	
Slip Utilities on Refurbished Docks (Power & Water)		
Utility Pedestals	add / (deduct)	
Power Distribution (cabling, panels, etc.)	add / (deduct)	
Water Distribution (piping, valves, fittings, etc.)	add / (deduct)	
Fire Station Safety Pedestals on Refurbished Docks	add / (deduct)	
Safety Ladders on Refurbished Docks	add / (deduct)	
Fire Suppression Standpipe System on Refurbished Docks	add / (deduct)	
Clean, Inspect, and Reuse Existing Concrete Anchor Piling	add / (deduct)	

Unsolicited Bid Alternate(s)

**Price
Adjustment**

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any unsolicited alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	

END OF EXHIBIT A TO INSTRUCTIONS TO BIDDERS

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBITS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "A"
CONTACT SHEET

Name: CLOUD 9 SERVICES DBA FENDER MARINE CONSTRUCTION

Federal Taxpayer ID: 59-3760134

Mailing Address: 1201 W JACKSON ST

City, State, & Zip Code: ORLANDO, FL. 32805

Telephone: 407-481-2750 Fax: 407-481-8850

Email: RICK@FENDERMARINE.COM

Submitted By: RICK FENDER

Title: VICE PRESIDENT

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

Name: REYNO ROSETE Title: ACCOUNTANT

Email Address: RROSETE@CLOUD9SERVICES.COM Phone: 407-481-2750

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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 FENDER MARINE CONSTRUCTION
2. This sworn statement is submitted by (entity) FENDER MARINE whose business address is 1201 W JACKSON ST ORLANDO, FL 32805 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3760134 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is RICHARD FENDER and my relationship to the entity named above is VP.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
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"

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-23

SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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

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

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

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

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

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

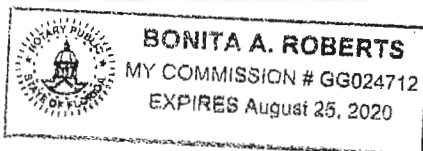
10/16/18

Signature

Date:

STATE OF FLORIDA
COUNTY OF ORANGE

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



Bonita Roberts

Notary Public

My Commission expires:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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: Fender Marine Construction
CITY: Orlando STATE: FL ZIP CODE: 32805
SIGNATURE: [Signature] PHONE: 407-481-2750
NAME (TYPED OR PRINTED): Richard Fender TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: Bid # 18-23

Project Description: Southern Basin Reconfiguration
Fernandina Harbor 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: Cloud 9 Services Inc dba Fender Marine Construction

Authorized Signature: [Signature]

Title: Vice President

Date: 10/16/18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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: Richard Fender Title: V.P.

Signature:  Date: 10/16/18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

This sworn statement is submitted by (entity) Fender Marine Construction whose business address is 1201 W Jackson St. Orlando FL 32805 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3760134 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Richard Fender 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

Date:

10/16/18

STATE OF FLORIDA

COUNTY OF Orange

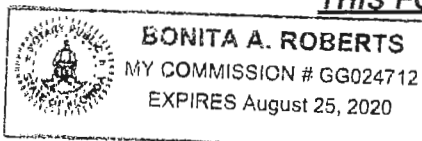
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16 day of October, 2018, and is personally known to me, or has provided _____ as identification.

Bonita Roberts

Notary Signature

My Commission expires: 8/25/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

This sworn statement is submitted by (entity) Fender Marine Construction whose business address is 1201 W. Jackson St. Orlando, FL 32805 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3060134 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Richard Fender and my relationship to the entity named above is Vice President.

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

Signature

Date:

10/16/18

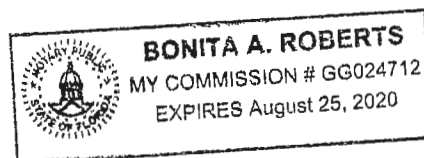
STATE OF FLORIDA

COUNTY OF Orange

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

Bonita Roberts

My Commission expires: 8/25/18



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-23
SOUTHERN BASIN RECONFIGURATION – FERNANDINA HARBOR MARINA

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 ___

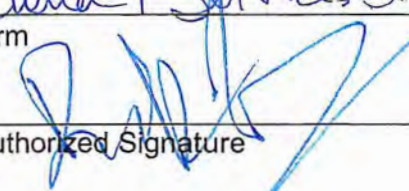
See below

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.

<u>Cloud 9 Services, Inc. dba Fender Marine Construction</u>	<u>10/16/18</u>
Firm	Date
<u></u>	<u>Richard Fender</u>
Authorized Signature	Printed or Typed Name and Title

OIA Airport Seawall installation for \$1,700,000 in 2016 found differing site conditions resulting in our filing suit against Austin Industrial the General contractor. Settled out of court in 2017.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Cloud 9 Services, Inc. dba Fender Marine Construction

1201 West Jackson Street

Orlando, FL 32805

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company

P.O. Box 145496

Cincinnati, OH 45250-5496

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

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

OWNER:

(Name, legal status and address)

The City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

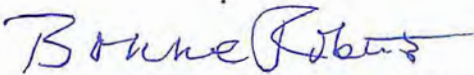
#18-23 Southern Basin Reconfiguration-Fernandina Harbor Marina

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

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

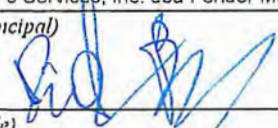
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 19th day of October, 2018


(Witness)


(Witness) Stephanie Wall

Cloud 9 Services, Inc. dba Fender Marine Construction
(Principal)

By:  V.P.
(Title)

The Cincinnati Insurance Company
(Surety)

By: 
(Title) Kevin Wujowicz Attorney in Fact and Licensed FL Resident Agent

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Christian Collins, Daniel Cardenas, Richard Zimmerman, Dale Belis, Edwin Turner Collins, IV, Joseph Nielson, Ian Nipper, Jessica Reno, Edward Clark, Shawn Burton, Jarrett Merlucci, Emily Golecki, Don Bramlage, Laura Mosholder, Daniel Oaks, Charles Nielson, Kevin Wojtowicz, David Hoover, Charles [redacted] of St. Petersburg, FL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Twenty Million Dollars and 00/100 (\$20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. [Signature]
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 11 day of October 2018



Scott R. [Signature]
Assistant Secretary



Staffing Plan

Tim Abbott – Construction Manager

- Day to day operations and subcontractor management

Michael Williams – Sr. Project Manager

- Administrative oversight and purchasing

Richard Fender – Vice President

- Risk management

James Holmes – Foreman

- Daily crew task management
- Marine crew (4-5)



Equipment List

1. 150 Ton Crane
2. 45'x150' Barge
3. HPSI 250 Vibratory Hammer
4. D46 Diesel Impact Hammer
5. Carpenter Barge with 150 HP Motor
6. 40x80 Supply Barge
7. Crew Boat
8. (1) Ford F-150
9. (1) Ford F-250

FenderMarineConstruction.com
Rick@FenderMarine.com

P. 407.481.2750

Florida State Certified Marine Contractor SCC 13115068i3

1201 West Jackson Street
Orlando, FL 32805
F. 407.481.8850



List of Sub-contractors, Consultants, and Suppliers

Consultants:



(Structural Engineering)

McLaren Engineering Group - 845.353.6400 www.mgmclaren.com |



Electrical • Lighting • Mechanical • Studies

14499 N. Dale Mabry Hwy, Suite 179 | Tampa, Florida 33618-2042

www.hallenggroup.com | P: (813) 374-2121 | F: (813) 374-2122

Subcontractors:

Salonen Marine Inc. (Local Barge and Crane Support)
904-662-3304

W. W. Gay Mechanical Contractor, Inc. (Fire and Plumbing)
524 Stockton St. Jacksonville, FL 32204
904-394-7637

McGonigle Electric (Electric Wiring)
100 Bay Bridge Dr.
St. Augustine, Fl. 32080
(904) 669-7467

Suppliers:

Marinetek North America, Inc. (Wave Attenuator)
1300 Mtee du Val-de-Loire
St Adolphe D'Howard, QC
Cell (289) 208-3070

Ravens Marine, Inc. (Aluminum Gangways)
3295 Orange Avenue
Kissimmee, FL 34744
Ph: 407-935-9799
Fax: 407-935-9436
www.ravensmarine.com



Work Plan

Order of activities shall take place as follows;

1. Utility contractors to disconnect existing wiring and piping at central point to allow for removal.
2. Fender to mobilize to site with 45'x150' barge with 150 ton crane.
3. Removal of floating dock sections with utilities disconnected.
4. Removal of Concrete pile.
5. Demolition of existing floating building.
6. Removal of building floats.
7. Removal of pile at existing fuel building location.
8. Installation of new wave attenuator.
9. Installation of new concrete square pile.
10. Installation of building foundation floats.
11. Installation of building concrete pile.
12. Installation of new gangways.
13. After all pile has been installed the new utilities will be installed.
14. Pedestals and ladders to be installed.
15. Demobilization



FenderMarineConstruction

Experience List

Recent Projects

*Disney Coronado Springs Resort

- Villa Del Lago – 12,000 Precast Island (25Ft. Deep)
- 11,000 Sq. Ft. Boardwalk

*Disney EPCOT Project S

- HL93 Steel Bridge 30'x120'

*Orlando International Airport

- Concrete Seawall on Lake

*Hanover Lake Development

- 24" Square Concrete pile install for boat lift

FenderMarineConstruction.com
Rick@FenderMarine.com

P. 407.481.2750

Florida State Certified Marine Contractor SCC 131150688

1201 West Jackson Street
Orlando, FL 32805
F. 407.481.8850



FenderMarineConstruction

List of References

Brian Prebenda Vice President, Operations Balfour Beatty Construction
office: 407-581-4419 | mobile: 904-237-0948 | fax: | www.balfourbeattyus.com
255 S. Orange Ave., Suite 1100, Orlando, FL 32801

Jason E. McFadden, E.I.T., LEED AP | Project Director | jason.mcfadden@bartonmalow.com
Barton Malow Company | 5337 Millenia Lakes Blvd., Suite 235 Orlando, FL 32839
404.978.5078 Mobile | www.bartonmalow.com
BUILDING INNOVATIVE SOLUTIONS

Nick Thadeio
Cell: (321) 230-3438
Nicholas.A.Thadeio@disney.com



Andres Arvelo, P.E.
Project Manager
Hanover Land Company, LLC
605 Commonwealth Ave
Orlando, FL 32803
(321) 663-1764 (Cell)
aarvelo@hcpland.com



1201 W. Jackson St.
Orlando, FL 32805
o. 407.481.2750
f. 407.481.8850
FenderMarine.com

REFERENCE LIST:

BARTON MARLOW CONTRACTOR
LORI BROWN 407-473-5591

BALFOUR BEATTY CONSTRUCTION
ANTHONY RODGERS 407-455-3279

MERCON CONSTRUCTION
CARRIE PERRY 407-260-6710

WALT DISNEY / DISNEY SPRINGS
TODD GLANZ 407-560-6787



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maritime Insurance International Inc 3 Lockwood Drive, Suite 302A Charleston SC 29401	CONTACT NAME: Angie Fesler
	PHONE (A/C, No, Ext): 843-606-5270 FAX (A/C, No): 888-482-6844
	E-MAIL ADDRESS: info@maritimeii.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: TOKIO MARINE
	INSURER B: SAFE HARBOR POLLUTION
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	☒	☐	CUL11017.058	05/22/2018	05/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE	☐	☐	CUL11017.058	05/22/2018	05/22/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A	☐	☐				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROTECTION & INDEMNITY	☐	☐	CUL11017.058	05/22/2018	05/22/2019	\$1,000,000
B	POLLUTION	☐	☐	V14990-18	05/22/2018	05/22/2019	\$1,000,000

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

*Certificate holder is an Additional Insured, subject to terms & conditions of policy.

CERTIFICATE HOLDER

Fender Marine Construction dba of Cloud 9 Services, Inc.
1201 W Jackson St.
Orlando, FL 32805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas McGinty

09/05/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Brown & Brown Insurance - Clearwater 83 Park Place Blvd., Suite 101 Clearwater FL 33759-3925	CONTACT NAME: Keith Thompson	
	PHONE (A/C, No, Ext): 727-461-6044	FAX (A/C, No): 727-442-7695
	E-MAIL ADDRESS: kthompson@bbpinellas.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Insurance America, Inc.	24554
	INSURER B : XL Specialty Insurance Company	37885
	INSURER C : Wesco Insurance Company	25011
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED Marinetek North America, Inc. 222 14th Avenue South St. Petersburg FL 33701	MARINOR-01
---	-------------------

COVERAGES**CERTIFICATE NUMBER:** 1096624276**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			UM00025438MA18A	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ PIP \$10,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			UM00065482MA18A	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000			UM00025437MA18A	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N		N / A	WWC3316468	12/1/2017	12/1/2018	☒ PER STATUTE ☒ OTHER U.S.L.H. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Protection & Indemnity			UM00025438MA18A	6/1/2018	6/1/2019	Limit BI/PPD Deductible 1,000,000 1,000

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

CERTIFICATE HOLDER**CANCELLATION**

Fender Marine Construction
dba of Cloud 9 Services, Inc.
1201 W. Jackson St.
Orlando FL 32805

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: HOUSE
Kelly White & Associates Insurance, LLC	PHONE (A/C, No, Ext): 904-880-8881
P.O. Box 350909	FAX (A/C, No):
	E-MAIL ADDRESS: kelly@kwhiteinsurance.com
Jacksonville FL 32235	INSURER(S) AFFORDING COVERAGE
	INSURER A: RLI Insurance Co AM Best A+ XI
	INSURER B: Continental Casualty Company
	INSURER C: RLI Insurance Co AM Best A+ XI
	INSURER D: American Interstate Ins Co
	INSURER E: Tokio Marine Kiln Syndicate 1800, WNC
	INSURER F:
INSURED	NAIC #
Fender Marine Construction, Cloud 9 Services, Inc DBA	27154
1201 W Jackson St	25666
	27154
	31895
Orlando FL 32805-2241	

COVERAGES**CERTIFICATE NUMBER:** FEND1810171031831**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Protection & Indemnity ☒ Primary & Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	x	x	MRP0200198	12/20/2017	12/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 S&A Pollution \$ 500,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	x	x	6045643037	12/20/2017	12/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000	x	x	MEX0200071	12/20/2017	12/20/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	AVWCFL2551282017	12/23/2017	12/23/2018	☒ PER STATUTE ☒ OTH-ER USL&H 6006F E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Builder's Risk			CSN0004052	11/01/2018	07/01/2019	Hard Costs \$6,152,566

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

Project: Fernandina Harbor Marina

City of Fernandina Beach is an additional insured as their interest may appear as required by written contract including primary and non-contributory as well as a waiver of subrogation. 30 day notice of cancellation is applicable on behalf of the certificate holder. Builder's Risk insurance for this project is included effective 11/1/2018 -7/1/2019

CERTIFICATE HOLDER**CANCELLATION**

City of Fernandina Beach City Clerk's Office
204 Ash St

Fernandina Beach

FL 32034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Florida
dbpr OF BUSINESS AND PROFESSIONAL
REGULATION

SCC131150916 ISSUED: 07/03/2018
MARINE SPECIALTY CONTRACTOR
FENDER, RICHARD AUSTIN
FENDER MARINE CONSTRUCTION

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida
dbpr OF BUSINESS AND PROFESSIONAL
REGULATION

CMC1249306 ISSUED: 07/03/2018
MECHANICAL CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida
dbpr STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CPC1456483 ISSUED: 07/03/2018
COMMERCIAL POOL/SPA CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida
dbpr STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

SCC131150688 ISSUED: 07/03/2018
MARINE SPECIALTY CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida
dbpr STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CUC1224008 ISSUED: 07/03/2018
UNDERGROUND UTILITY & EXCAVATION CO
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida
dbpr STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CGC026854 ISSUED: 07/03/2018
GENERAL CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida
dbpr STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CFC1427156 ISSUED: 07/03/2018
PLUMBING CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 1

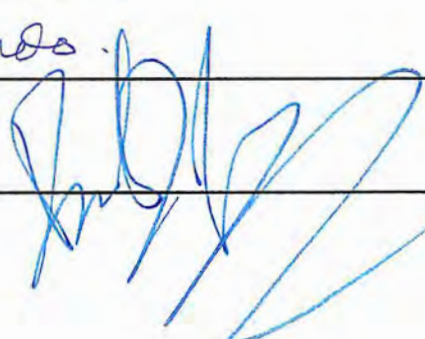
The following changes are applicable to the original documents and specifications of ITB 18-23. This Addendum No. 1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting 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: Richard Jender TITLE: Vice President

ADDRESS: 1201 W. Jackson St.

CITY: Orlando STATE: FL

AUTHORIZED SIGNATURE:  DATE: 10/16/18

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

Questions & Answers

- 1. Will the Contractor be required to carry insurance under the United States Longshore and Harbor Workers Compensation Act?**

Yes, the City requires marine contractors working on or over navigable waters of the United States to carry the USL&H insurance.

- 2. Will Bidders be given an opportunity to inspect the building to be demolished and is there any known asbestos in the building to be removed?**

An assessment report prepared for the City by Passero Associates concerning the building to be demolished can be found as an attachment to this Addendum. The report provides photographs of the inside and outside of the building descriptions of components. The City can allow Bidders access to the building by appointment.

There is also an asbestos and lead-based paint report attached. Bidders are responsible for fully evaluating the conditions of the building.

- 3. Can piles be cut off flush with the riverbed or must they be completely removed?**

The marina floating dock concrete anchor piling specified for demolition and the overwater building foundation piling should be completely removed. However, the timber foundation piling for the overwater building are very old and well beyond their design life. Should the pile break or fail when being removed, the Contractor may be permitted to cut the pile off flush with the riverbed if the break occurs above the riverbed. In the case of pile failure, the Contractor shall report the failure to the Owner's Representative and discuss an appropriate remedy. In cases where the pile cannot be completely removed, the Contractor shall prepare a report describing the nature of the incident, note agreed upon remedy, and note the coordinates of the pile location.

Because the permits require the City to maintain water quality to State standards, the Owner prefers that jetting not be used to remove the concrete piles. Additionally, jetting further fluidizes the riverbed and may significantly reduce the lateral holding capacity if new piles are installed in the same or a nearby location. If the Contractor determines that the piles cannot be removed without jetting, they shall coordinate with the Owner's Representative regarding their proposed methodology. The Contractor is responsible for provision of turbidity curtains or other measures required to maintain water quality standards, as well as any alterations to the river bottom and underlying soils during the pile removal process. This includes any changes or significant modifications to the geotechnical properties of the soils that may affect new pile installation. The Contractor shall consult with the Geotechnical Engineer to ensure that the proposed methods are acceptable and project design criteria and specifications are met.

If the Contractor desires, an unsolicited bid alternative can be submitted for cutting off the timber foundation piling at the riverbed.

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-23
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

4. What are the requirements for as-built drawings?

Please see sections 1.4, 1.5, and 1.6 of the General Project Requirements, 01000 for information related to the general requirements for the as-built drawings including survey requirements. In addition to the final locations and dimensions of the floating docks and access ramps, the drawings shall also include the final pile layout including the location and description of the piling and final cutoff elevations of the top of the pile (see Section 3.12 of Marine Piles 02454). The as-built drawings shall also include all utilities installed including locations of pedestals, panels, substations, etc. (see Section 1.3.E and Section 1.3.F of Marine Utility General Requirements 02501).

5. If the dredged material is placed at the Municipal Airport, will there be any charge for placing the material at this location? Who will do the grading? Are there seeding and mulching requirements? Will we be allowed to leave the dredged material at the airport permanently? Should it be graded off into mounds and seeded and mulched there? Please detail the disposal site location on a plan drawing for clear reference to the Contractors. Please provide the anticipated amount of cubic yard capacity at the referenced upland placement site. This information will be needed prior to putting a proposal together. Are there any regulations, fees, requirements, etc. if the Contractor elects to use the upland placement site near the airport? If so, please send out any information pertaining to the use of the upland placement site. This information is needed prior to putting a proposal together.

If airport property is used for placement of material the material will be placed and graded across the property by the contractor per specifications provided by the airport (following review and approval by the Federal Aviation Administration). The material can be left permanently. If a charge is assessed for placement, the City of Fernandina Beach will pay the charge for placement of material. Seeding of the property with seed specified by the airport will be required.

6. How are the gangways to be refurbished? What constitutes refurbishment?

The two existing gangways that will serve the dinghy docks (Docks 4 & 5) shall be removed, inspected and refurbished as needed to meet the specifications in Section 02851 – Aluminum Gangway. In general, refurbishment may require new hinges at the shoreside mounting location and at the transition plate; new rollers, new transition plates, new mounting hardware, and deck plates at the dockside end of the gangway. The Contractor shall provide the Owner's Representative with a concise inspection report of each gangway prior to undertaking refurbishment activities. If the Contractor's inspection determines that the main gangway ramp is structurally compromised, the Contractor shall coordinate with the Owner's Representative to discuss an appropriate remedy or add-on for the repair or purchase of a new gangway.

7. Who determines if the docks are refurbished satisfactorily?

The Owner's Representative will determine if the dock refurbishment meets the requirements of Specifications and Drawings.

City of Fernandina Beach, Florida
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For
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MARINA DESIGN BUILD SOUTHERN ATTENUATOR

- 8. How are the dinghy docks to be refurbished? For Docks 4 & 5 to be refurbished, shall floats be removed, cleaned, inspected by engineer for reuse or refurbished in the water? New waler boards and thru rods? Shall new thru rods be FRP?**

For the refurbishment of the dinghy docks (Docks 4 & 5), the Contractor shall follow the requirements of Section 3.3 of the Floating Docks (02852) Specification. Because these docks will not be removed, inspected, and select modules chosen (Section 3.3.B), refurbishment is limited to new walers and through rods and the repair of superficial cracks. The specification calls for FRP thru-rods and nylon nuts. Bidders are welcome to also bid steel rods and nuts as an alternate if the City can realize a substantial savings.

- 9. How should the existing concrete docks be refurbished if used for constructing Dock 6?**

The Contractor shall follow the requirements of Section 3.3 of the Floating Docks (02852) Specification for instructions for refurbishing the concrete floating docks. In general, the dock modules shall be removed, cleaned, inspected, and the best modules selected for reuse. Superficial cracks shall be repaired. The dock modules shall be structurally connected with new through rods and walers following the requirements of Section 3.3. The anchor pile guides shall be installed internal to the dock system as represented on the Drawings. The Contractor shall provide the Owner's Representative with a concise inspection report of each module prior to undertaking refurbishment activities.

- 10. Who pays for the water meters? Are they provided by the utility company?**

No water meter will be required for this project. The water supply will utilize the existing water meter to serve the domestic water to the floating docks. (see Section 2.7.E. of Marine Utility General Requirements – 02501).

- 11. Will the new and refurbished gangway rails require 4" sphere rule and top 42" above grade?**

Gangways are not subject to the handrail and guardrail requirements of the International Building Code. Neither the new nor refurbished gangways are required to have pickets that meet the 4" sphere rule. However, standard gangways (including the two existing gangways that will be reused) have top rails at 42".

- 12. For Docks 4 & 5, which will be refurbished in place, will all of the existing utilities be removed and replaced in the dock?**

In general, all of the utilities are to be removed from the docks and replaced with new power and water. The dry fire lines may be reused but the lines will need to be capped where they currently extend down the dock trees that are being removed. New dry stand pipes shall be installed at or near the locations shown on the Drawings.

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13. Does the present project include any work on Docks 2 & 3 or the northern portion of Dock 1?

The present project does not include any work on those portions of the marina, but the City continues plans to improve these areas.

14. How was the plan quantity of the dredged material calculated? Where the dredging takes place against Docks 4 and 5, did you figure the angle of repose of the dredged materials under the docks that will slide into the dredge area? Looks like Docks 4 and 5 may have to be moved to dredge under them. Are we going to be paid on a per cubic yard basis? How is it calculated?

The dredge quantities were calculated by creating a surface model from the latest bathymetric survey completed by Manzie and Drake in March of 2017 and cutting the surface to (-)8 ft MLW. The calculation is based on a box cut that ends at the waterward face of Docks 4 & 5. The plan assumes that riverbed will shift after dredging and find the natural angle of repose and it is understood that material will shift from the landward side of Docks 4 & 5 into the dredged area thus reducing the final grades on the waterward side of the docks.

See Section 02325 – Dredging and Disposal for measurement of quantities (Section 1.3) and Basis of Payment (Section 1.4). Quantities will be determined by comparing pre- and post-dredge surveys conducted by a Florida Professional Surveyor and Mapper. The Specification allows for the use of the March 2017 bathymetric survey to serve as the basis of the pre-dredge condition, but the Contractor may wish to perform a new survey just prior to initiating the work at their own cost. Because it is expected that the riverbed will slump and shift into the cut area, the surveys should include the areas north, east, and west of the cut.

15. Is there any seawall, sheet pile or boardwalk being demolished, installed, or replaced either under this agreement or within the scheduled completion time for this project?

This project does not include any bulkhead or boardwalk demolition or installation. The City is studying the concrete panel king pile way in the marina and may at some point replace the existing wall and raise the cap elevation. This work, if undertaken, would also require some demolition and replacement of boardwalk. We don't anticipate that this work would be initiated within the timeframe for this project.

16. We understand that the marina landward of the new wave attenuator will be shut down for construction activities associated with this project, How long will it be allowed to be closed? When are you projecting the project to be started and finished? What is the anticipated/expected substantial completion date? How many calendar days are allotted for project completion from the notice to proceed?

The southern basin landward of the attenuator will need to be closed to patrons during the construction period from the initiation of demolition until the acceptance of the constructed work. It is the City's desire to complete the project as soon as possible so that other marina projects are either unaffected or delayed. The permits for the dredging and dock realignment are in place so work can begin as soon as it is contracted. It is the City's desire to have the project substantially

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complete by Shrimp Festival (3 May to 5 May 2019). The project timeframe will be determined based on the schedule and work plan provided by the chosen Contractor.

17. What are the liquidated damages?

The proposed liquidated damages are outlined in Article 6 of the Form of Contract included with the bid documents.

18. The only material spec we were given for the water piping on the last bid said it was to be “non-ferrous PEX”. The only fittings we could find that would work with this pipe and be non-ferrous were brass Sharkbite brand. These fittings are cast bronze with a neoprene seal and 304 stainless clamping rings. Neither the design engineer nor the manufacturer could verify that these fitting are acceptable to be used in marine applications. It would be nice if we could get a written spec of exactly what the engineer and owner expect.

Wirsbo Uponor PEX is the preferred domestic water piping material and is installed as a system with all pipe and fittings included. Specification Attached. Ferrous or metallic fittings are not desired and should not be needed or used. Shark-bite type fittings would not be a good application for a marina piping system subjected to movement and flexing. Fittings utilizing metallic clamping rings are problematic and prone to corrosion and failure and thus should not be used.

19. We need verification that we can either install the piping in the new docks prior to installation or that the piping chases are accessible from above as our company is not insured to contract divers or work over open water.

The utilities cannot be installed in the docks before the assembling of the new dock structure in the water. However, all dock structure systems that we have worked with have allowed the utilities to be installed after assembly in the water from the top side of the dock. The coordination of the method of installation shall be the responsibility of the Contractor’s Engineer of Record, dock supplier, and Contractor. The dinghy docks (Docks 4 & 5) that are to be refurbished in-place have utility raceways that are cast-in tubes that are accessible from the dock termini and from the pull boxes that we showed during the pre-bid meeting.

However, the intent of the electrical feeder between Dock 5 and 6 is to be installed underwater. This feeder should be installed by a certified diver to ensure the feeder is install out of harm’s way.

20. Our Mechanical Engineer has requested a flow test at the hydrant.

If the Bidder provides a specification or detailed description of what is desired from this test, the City Utilities Department will conduct it and issue the results to the Bidders.

City of Fernandina Beach, Florida
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MARINA DESIGN BUILD SOUTHERN ATTENUATOR

- 21. Are the piling at the fenced City staging area adjacent to the overwater building to be demolished being removed by others.**

If the Contractor desires access to the referenced City parcel from the water, the Contractor will need to remove a portion of the derelict fixed pier that is blocking access.

- 22. At what time shall the engineer approve or disapprove reuse of concrete piling? What is the length of the existing concrete pilings to be removed?**

If the Contractor chooses to reuse existing pre-stressed precast concrete piles, the piles shall be removed, cleaned, and inspected by the Contractor's Engineer of Record. The Contractor's Engineer of Record shall determine whether the concrete piling can be reused. This should be based on the condition of the piles and whether the piles (length and width) are adequate to meet the design criteria. The piles are 18" prestressed precast concrete. Representative pile lengths (based on etched information on the piles is provided in the table below. As-built drawings for are available for Bidder inspection for Docks 7, 8, & 9. See Sheet M-1 of the Drawings for existing marina dock nomenclature. The Contractor shall provide the Owner's Representative with a concise inspection report of each pile and the Engineer or Record's approval to re-use prior to undertaking using any existing piles.

<i>Dock</i>	<i>Nearshore End</i>	<i>Middle of Tree</i>	<i>T-Heads</i>
<i>Dock 4</i>	68 ft	68 ft	68 ft
<i>Dock 5</i>	68 ft	68 ft	68 ft
<i>Dock 6</i>	68 ft	73 ft	73 ft
<i>Dock 7</i>	58 ft	58 ft	59 ft
<i>Dock 8</i>	59.6 ft	59.6 ft	59.6 ft
<i>Dock 9</i>	59.6 ft	59.6 ft	73 ft

- 23. Are both the hard copy and electronic format (via email) both due on Oct. 19th @ 2:00, or can the electronic bid be sent in with the hard copy following behind?**

The original bid submittal (1 original, 3 copies and 1 electronic version, cd or thumb drive) must be delivered to City Hall in a sealed package, clearly marked on the outside, ITB #18-23. The hard copy and the electronic copy must both be received prior to the published deadline. Email is not an allowed electronic format.

END OF ADDENDUM NO. 1

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

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 18-23. This Addendum No. 2 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: Richard Fender TITLE: Vice President

ADDRESS: 1201 W. Jackson St.

CITY: Orlando STATE: FL

AUTHORIZED SIGNATURE:  DATE: 10/16/18

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

Questions & Answers

1. BF-3 / 9.5 / "Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids. GEN-1 / 1 / j / "Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID". Please change the 90 days to 60 days to reflect the rest of the specifications for clarity.

All bids shall remain subject to acceptance for sixty (60) days after the day of the Bid opening.

2. GEN-2 / 7 / 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". Please clarify the intention behind this specification. (Ex. If the marina fills back in within one-year, is the Contractor liable to re-mobilize/re-dredge at the submitted bid prices?)

This item in the General Conditions does not apply to this Bid.

3. Have all the required permits been obtained to complete the project as currently constructed in its entirety, including permits pertaining to the upland placement site?

Yes.

4. Please detail the location of this turbidity curtain. Will it be acceptable to place curtain starting at the Southern end of Dock 1, and stretch it to Eastern shore? (Ex. Delineate on the plan drawing the amount of turbidity curtain needed / location of the turbidity curtain)

The Florida Department of Environmental Protection (FDEP) issued a Regulatory Exemption for the state authorization for the dredging work. That exemption does not require the installation of turbidity curtains for this work, but indicates that, "Best management practices shall be utilized during the dredging operation to prevent turbidity." FDEP also issued the federal authorization for the dredging under the State Programmatic General Permit (SPGP V) program. The federal authorization includes standard Special Conditions that are detailed in the state authorization in the Appendix to the Bid Documents. These include the following turbidity control measures:

"Turbidity control measures shall be used throughout construction to control erosion and siltation to ensure there are no violations of state or federal water quality standards. Turbidity control measures shall be: (1) for the smallest practicable area; (2) monitored daily to ensure listed species are not entangled or trapped in the project area; (3) shall be removed promptly upon project completion and the return of water quality conditions; (4) and shall not block entry to or exit from designated critical habitat. Siltation barriers shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]).

a. turbidity curtains are not required where not practical in dynamic systems such as surf zones and could actually do more harm than good if the curtains become detached (e.g., they could entrap pelagic organisms and become entangled around benthic organisms, such as coral).

b. Turbidity barriers are not required if installation of single piling in deep water since is

City of Fernandina Beach, Florida
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SOUTHERN BASIN REALIGNMENT

unlikely to adversely affect water quality.

The Contractor should monitor turbidity during the dredging operations. If the Contractor is able to meet state the water quality standard (29 NTUs above background) for turbidity (down current of the work), then curtains are not required. If the operation violates the turbidity standard, the Contractor should institute appropriate turbidity control measures as outlined above.

5. **Reference – 02325-1 / 1.2 / C / “Prior to the end of the construction window, the Contractor shall have completed excavation operations to the limits and elevations specified in the plans.....” What is the construction window? I do not believe this was called out in the specifications.**

The “construction window” is the contracted time-frame of the work.

6. **Please confirm that a new pre-dredge survey would be performed either by the Owner or Contractor prior to dredging operations beginning. The Contractor would not be agreeable in utilizing an old survey for payment purposes.**

As stated in Addendum No. 1: “Quantities will be determined by comparing pre- and post-dredge surveys conducted by a Florida Professional Surveyor and Mapper. The Specification allows for the use of the March 2017 bathymetric survey to serve as the basis of the pre-dredge condition, but the Contractor may wish to perform a new survey just prior to initiating the work at their own cost.”

7. **In order for a hydraulic dredging contractor to get down to grade, overswinging is needed due to the natural lowering of the side slopes, as well as needing to over dredge the bottom to assure that the grade requirement is met. Please revise your plan drawings/cross sections, to show the limits of the required dredging plus the 1 foot of allowable overdredge. You currently show dredging going down to -8.0' MLW with no allowable overdredge on the cross sections / plan drawings?**

The permitted dredging lines (boundaries) include the entirety of the marina so the Contractor may “overswing” on the east and north sides of the boundary shown on the Drawings but care should be taken to not interfere with structures in these areas. It is understood that some material must be removed below the permitted grade of (-)8 ft MLW but payment will only be made for excavation to the permitting grade.

8. **Reference – Plan Drawings / Sheet 6 of 17 / Note: 1 / “Dredge material to be mechanically excavated”. Will hydraulic dredging be allowed on this project?**

Hydraulic dredging is permitted but an approved upland disposal site must be utilized. The City will need to notify FDEP that a site different from the Municipal Airport will be used to manage the dredged material.

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

- 9. Will the parking lot be available for staging operations? If not, please detail a location that would be suitable for a staging area.**

Please see attached exhibit. The fenced area at the City property at 101 North Front Street adjacent to the overwater building to be demolished may be used as a staging and lay down area by the Contractors undertaking the work on this project. Portions of Parking Lots C & D will also be made available for Contractor staging as necessary.

- 10. Please provide the anticipated amount of cubic yard capacity at the referenced upland placement site. This information will be needed prior to putting a proposal together.**

The two Airport spoil locations (see attached map) have sufficient capacity to receive the entirety of the marina dredged material.

- 11. Please detail the disposal site location on a plan drawing for clear reference to the Contractors. Is the placement area referenced at the airport called NA-1?**

Please see the attached plans concerning the airport site. It is an unconfined land placement site suitable for the placement of truck-hauled material. It has been used to store dredged material from at least two previous events. The 35.5-acre DMMA NA-1 is a 35.5-acre confined disposal site on the north end of Crane Island that is located approximately 4.6 river miles south of the marina on east of the AIW and less than a mile west of the Fernandina Municipal Airport. It is intended for the placement and dewatering of dredged material excavated by hydraulic dredge. The eastern edge of the DMMA is visible on the attached plan labeled "Embankment Spoil Locations". The DMMA is extensively detailed in a readily available December 2016 report by Taylor Engineering called "Long-Range Dredged Material Management Plan Update for the Intracoastal Waterway Nassau County, Florida".

Bidders interesting in utilizing DMMA NA-1 for the placement of hydraulically dredged material should contact the Florida Inland Navigation District to determine terms of use and availability of the site. It is likely that FIND will require the removal of the dredged material after it has sufficiently dried enough to be hauled away from the site or potentially removing existing material (if dry) to the airport site prior to the initiation of hydraulic dredging at the marina. The Contractor would be required to obtain approval from the Municipal Airport if material (other than marina dredged material) will be placed at the airport locations. FIND should have sediment chemistry results for the material that was most recently placed in the DMMA NA-1 site.

- 12. Please clarify that the contractor is not required to remove material from the upland placement site once dredging operations are completed for the material to be graded across other areas at the airport.**

If the Contractor chooses to utilize the Municipal Airport sites (see attached plans) for the placement of the dredged material, it should be placed in the locations indicated on the plans and graded across those areas once the dredging has been completed. The placement areas must be fitted with erosion control structures as indicated on the attached plans.

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

13. What areas are required to be seeded? What type seed is required by the airport?

The areas where the dredged material is placed at the Airport site should be graded and seeded when the dredging work is completed. The City will provide the seed type shortly. This decision is still being evaluated.

14. Please confirm that all required docks to be removed, will be removed prior to dredging operations beginning.

All the docks proposed for removal should be removed prior to dredging the basin. If the dock demolition and dredging projects are awarded to more than one Contractor, the Contractors will be required to coordinate scheduling to ensure that the docks are removed prior to the initiation of dredging operations.

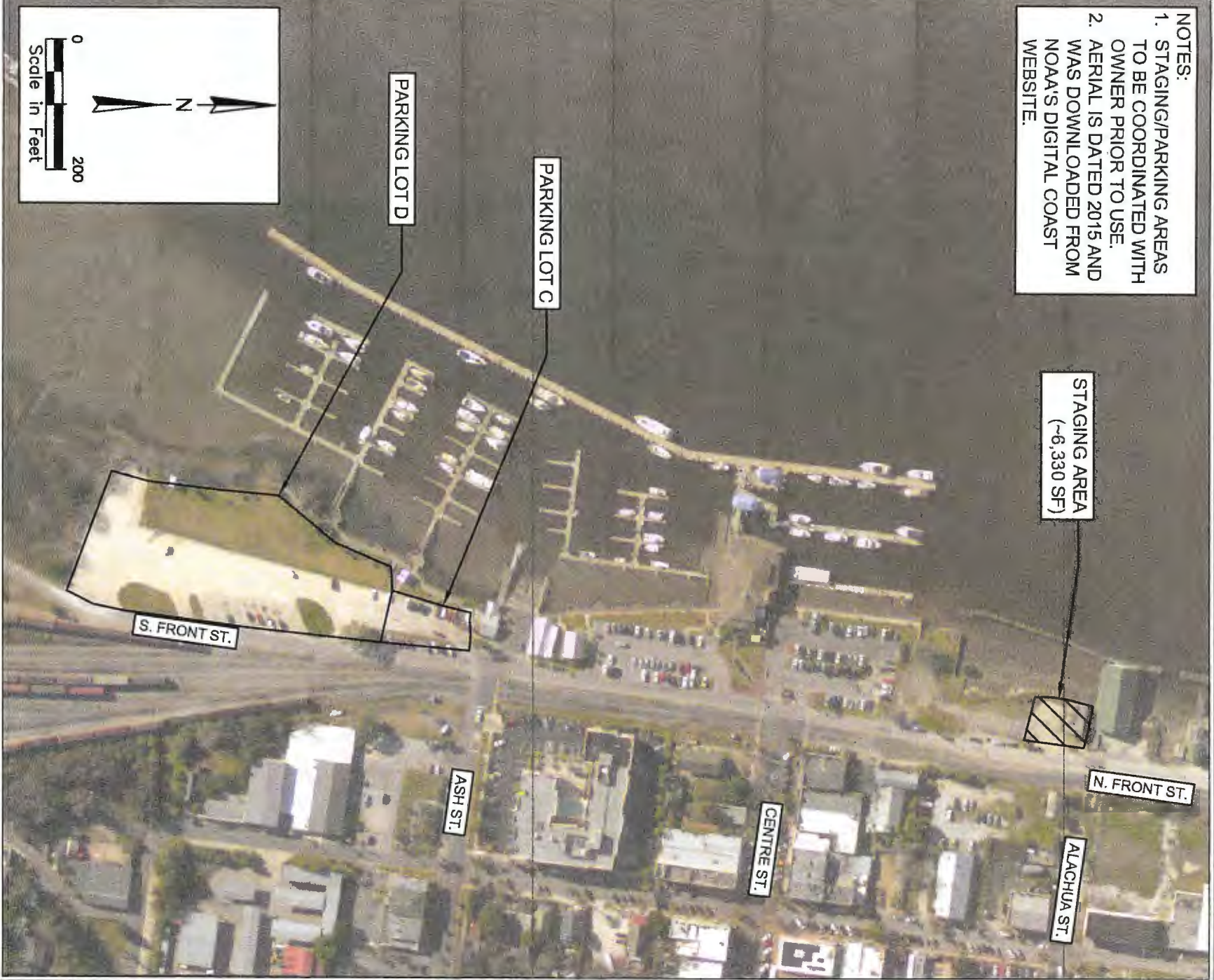
15. Does the Owner have a written agreement with FIND who owns the upland placement site NA-1 to use their facility for placement of the dredged material? If so, please send out this agreement for review.

The City does not have an agreement with the Florida Inland Navigation District to use DMMA NA-1 for the placement of the marina dredged material. The City has only secured permission to utilize the Municipal Airport site. However, the Contractor can utilize any upland site available that is suitable to FDEP and to the owners of the selected site.

16. This Addendum also includes additional photographs of the interior and exterior of the overwater building proposed for demolition.

END OF ADDENDUM NO. 2

- NOTES:
1. STAGING/PARKING AREAS TO BE COORDINATED WITH OWNER PRIOR TO USE.
 2. AERIAL IS DATED 2015 AND WAS DOWNLOADED FROM NOAA'S DIGITAL COAST WEBSITE.



STAGING AREAS
Fernandina Harbor Marina
South Basin Configuration
October 8, 2018





Passero Associates

13453 North Main Street-Suite 106
Jacksonville, Florida 32218
(904) 757-6106 FAX: (904) 757-6107
www.passero.com
Certificate of Authorization #3428

Engineering Architecture Surveying Planning

Project:

EMBANKMENT SPOIL LOCATIONS

Drawing:

Client:

Fernandina Beach Municipal Airport
City of Fernandina Beach

Principle-in-Charge: Andrew M. Holesko, C.M.

Project Manager: Brad Wente, P.E.

Designed by: Bruce Bradley

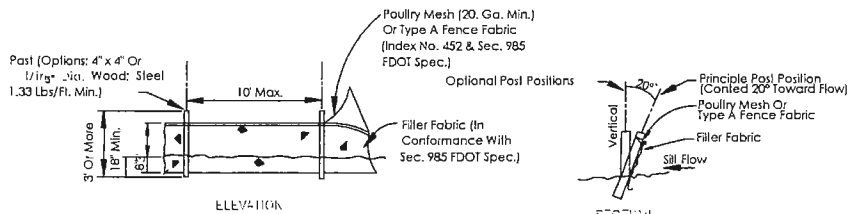
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Drawing No.: 1

Scale:

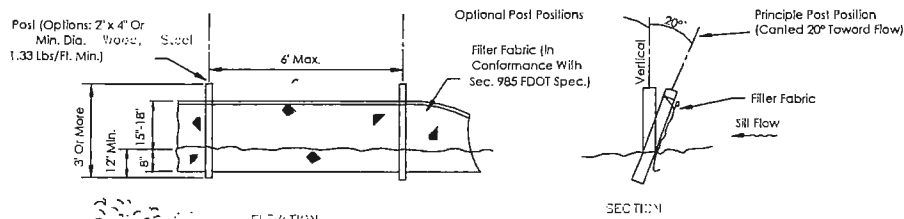
Date:

October, 2018

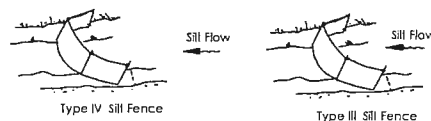
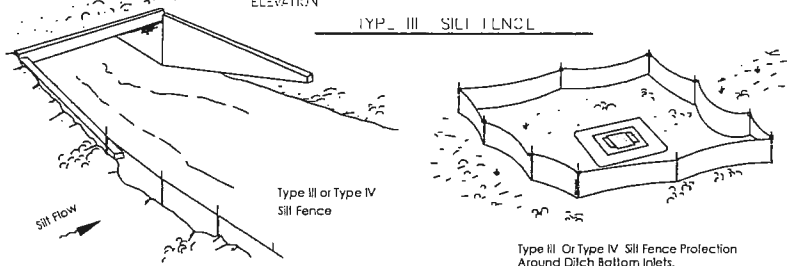


Note: Silt Fence to be paid for under the contract lump sum price for Erosion and Sediment Control.

TYPE IV SILT FENCE



TYPE III SILT FENCE



Note: Spacing for Type III & TYPE IV Fence to be in accordance with Chart 1, Sheet 1 of 3, FDOT Index No. 102 and ditch installations at drainage structures Sheet 2 of 3, FDOT Index No. 102.

SILT FENCE APPLICATIONS

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE TYPE III & IV

(D-908)



Passero Associates

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Jacksonville, Florida 32218
(904) 757-6106 FAX: (904) 757-6107
www.passero.com
Certificate of Authorization #3428

Engineering Surveying
Architecture Planning

Project:

SILT FENCE

Drawing:

Client:

Fernandina Beach Municipal Airport
City of Fernandina Beach

Principle-in-Charge: Andrew M. Holesko, C.M.

Project Manager: Brad Wente, P.E.

Designed by: Bruce Bradley

Project No.:

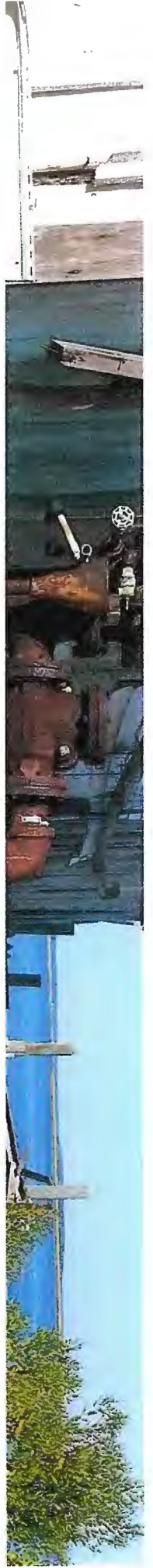
Drawing No.: 2

Scale:

Date:

October, 2018











City of Fernandina Beach, Florida
Addendum No. 3
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

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

ADDENDUM No. 3

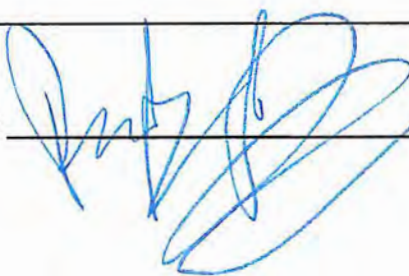
The following changes are applicable to the original documents and specifications of ITB 18-23. This Addendum No. 3 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting 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: Richard Fender TITLE: Vice President

ADDRESS: 1201 W. Jackson St.

CITY: Orlando STATE: FL.

AUTHORIZED SIGNATURE:  DATE: 10/16/18

City of Fernandina Beach, Florida
Addendum No. 3
For
ITB #18-23
SOUTHERN BASIN REALIGNMENT

Questions & Answers

- 1. For the new floating dock #6, the drawing shows 18" freeboard and the spec says 24" freeboard. Please clarify.**

In the Specifications, Section 02852 Floating Docks, Part 3 – Execution, Section 3.1 Design Requirements – Floating Dock Structures (New Docks Only), C Flotation should now read:

- 1. The flotation shall be sized and located to satisfy the following base conditions:*
 - a. Freeboard under dead load only at acceptance:*
 - i. 18 inches (+/- 1 inch) – all docks*
 - b. Minimum freeboard under combined dead load and full live load:*
 - i. 10 inches (+/- 1 inch) – all docks*

END OF ADDENDUM NO. 3

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-41
Master Fee Schedule Amendment - Sanitation

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-41 at First Reading.

SYNOPSIS: With Ordinance 2018-10, the City Commission recently approved a franchise agreement with Advanced Disposal Services Stateline, LLC that includes sanitation rate changes effective January 15, 2019. Therefore, the Master Fee Schedule must be amended for the fees to coincide with the new franchise agreement.

FISCAL IMPACT: See above summary.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2018-41 at First Reading.

Dale Martin, City Manager	10/26/2018
Pauline Testagrose, Comptroller	10/26/2018
Tammi E. Bach, City Attorney	10/29/2018

Date: October 18, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

ORDINANCE 2018-41

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE MASTER FEE SCHEDULE AS RELATED TO SANITATION FOR THE REMAINDER OF FY 2018/2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, the City Commission recently approved a franchise agreement with Advanced Disposal Services Stateline, LLC that sanitation rate changes effective January 15, 2019; and

WHEREAS, the Master Fee Schedule must be amended for the fees to coincide with the new franchise agreement.

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

SECTION 1. The City Commission hereby approves the amended Master Fee Schedule as related to Sanitation, attached as Exhibit "A", for the remainder of Fiscal Year 2018/2019.

SECTION 2. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall take effect January 15, 2019.

ENACTED this _____ day of December, 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

SANITATION:

City of Fernandina Beach							
Effective January 1, 2019							
Monthly Commercial Sanitation Rate Schedule ⁽¹⁾							
Service Description	1 pulls per week	2 pulls per week	3 pulls per week	4 pulls per week	5 pull per week	6 pulls per week	7 pulls per week
Toters	16.62 \$16.52	33.24 \$33.04	49.86 \$49.56	66.48 \$66.08	83.1 \$82.60	99.72 \$99.12	116.34 \$115.64
2 Yard Dumpsters	48.86 \$50.02	97.72 \$100.04	146.58 \$150.06	195.44 \$200.08	244.3 \$250.10	293.16 \$300.12	342.02 \$350.14
4 Yard Dumpsters	97.7 \$100.02	195.4 \$200.04	293.1 300.06	390.8 \$400.08	488.5 \$500.10	586.2 \$600.12	683.9 \$700.14
6 Yard Dumpsters	146.52 \$150.04	293.04 \$300.08	439.56 \$450.12	586.08 \$600.16	732.6 \$750.20	879.12 \$900.24	1025.64 \$1,050.28
8 Yard Dumpsters	195.38 \$200.05	390.76 \$400.10	586.14 \$600.15	781.52 \$800.20	976.9 \$1,000.25	1172.28 \$1,200.30	1367.66 \$1,400.35
Extra Pulls	Per Toter	2 Yard Dumpster	4 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster		
Fee	\$3.85	\$11.29	\$22.58	\$33.87	\$45.16		
Larger Dumpsters Available				Prices Upon Request			
Permanent Roll-Off Service Rate				\$242.58 \$272.05 per pull plus disposal charges			
Compactor Service Rate				294.05 per pull plus disposal charges			
Monthly Residential Sanitation Rate Schedule ⁽¹⁾							
Service Description	Price includes 2 pulls per week, recycle, and yard waste.						
1 Toter	20.84 \$20.85						
2 Toter	41.68 \$41.70						
1 Toter with Roll Out/In Service	\$34.39						
2 Toters with Roll Out/In Service	\$68.78						
Excess Charges							
Appliances and White Goods per item	14.43 \$15.40						

⁽¹⁾ The refuse contract between the City and Stateline Disposal allows for an annual increase.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-42
Code Amendment - Cleaning of Lots, Maintenance of Structures

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-42 at First Reading.

SYNOPSIS: The Code Enforcement and City Planning departments have recently received complaints from homeowners that the current standards in Chapter 42, Article IV of the Code of Ordinances are too vague. This can cause issues with enforcement of the Code. The new language in the proposed Ordinance uses the International Building Code standards to clearly indicate the standards of maintenance required for lots and buildings located within the City limits.

FISCAL IMPACT: No fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2018-42 at First Reading.

Salvatore Cumella, Planner II 10/17/2018

Dale Martin, City Manager 10/26/2018

Tammi E. Bach, City Attorney 10/29/2018

Date: September 24, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2018-42

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 42, ENVIRONMENT, ARTICLE IV, WEEDS AND WILD GROWTH, OF THE CODE OF ORDINANCES; BY AMENDING THE TITLE OF THE ARTICLE TO "CLEANING OF LOTS; MAINTENANCE OF STRUCTURES"; BY AMENDING SECTION 42-116 TO CHANGE HEADING TO "DUTY TO MAINTAIN PROPERTY" AND CLARIFYING DUTY; BY AMENDING SECTION 42-117 TO "EXTERIOR STRUCTURES" AND CLARIFYING DUTY TO MAINTAIN EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-118 TO CHANGE HEADING TO "COMPONENT SERVICEABILITY" AND REQUIRING COMPONENTS SUPPORTING STRUCTURES TO BE MAINTAINED; BY AMENDING SECTION 42-119 TO CHANGE HEADING TO "RUBBISH AND GARBAGE" AND PROHIBITING ACCUMULATION OF GARBAGE ON EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-120 TO CHANGE HEADING TO "PEST ELIMINATION" AND REQUIRING ELIMINATION OF PESTS; BY CREATING SECTION 42-121 "VACANT STRUCTURES AND LAND" AND REQUIRING MAINTENANCE OF VACANT LAND; BY CREATING SECTION 42-122 "SWIMMING POOLS" AND REQUIRING POOLS BE MAINTAINED AND SANITARY; BY CREATING SECTION 42-123 "WATER AND ELECTRIC SERVICE" AND REQUIRING STRUCTURES BE CONNECTED; BY CREATING SECTION 42-124 "AUTHORITY TO INSPECT PREMISES" AND PROVIDING FOR CITY INSPECTIONS; BY CREATING SECTION 42-125 "NOTICE TO CORRECT VIOLATIONS" AND PROVIDING FOR NOTICE; BY CREATING SECTION 42-126 "RIGHT TO APPEAL"; BY CREATING SECTION 42-127 BY PROVIDING FOR "IMPOSITION OF LIEN AGAINST PROPERTY BY CITY"; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property and structures that are not maintained are harmful to the general welfare of the citizens of the City of Fernandina Beach; and

WHEREAS, City of Fernandina Beach has a duty to establish standards of maintenance of property and structures within city limits; and

WHEREAS, Chapter 42, Article IV of the City Code of Ordinances regulates the cleaning of lots and maintenance of structures within the city limits; and

WHEREAS, certain revisions are necessary to update the Code of Ordinances.

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

SECTION 1. It is hereby proposed that the title of Chapter 42, Environment, Article IV, Weeds and Wild Growth, of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

ARTICLE IV. ~~WEEDS AND WILD GROWTH~~ CLEANING OF LOTS, MAINTENANCE OF STRUCTURES.

SECTION 2. It is hereby proposed that Section 42-116 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-116. ~~Cleaning of lots; maintenance of structures~~ Duty to maintain property.

~~(a) All owners of lots are hereby required to cut down and remove therefrom all growing weeds and unwholesome vegetation and to clear the property of all debris and rubbish that may be unsightly, creating a health hazard or providing a sanctuary for illegal activities. The height of all grass and similar vegetation shall not exceed 12 inches. The cutting of such grass and similar vegetation and removing of weeds and other unwholesome vegetation and debris shall be done as often as deemed necessary to eliminate the problem and meet the standards in this article.~~

(a) No person owning, leasing, renting, occupying, being in possession of or having charge of any property in the City, including disturbed vacant lots, shall maintain or allow to be maintained on such property, except as may be permitted by any other City ordinance, any of the following conditions visible from any public street or alley, or from any other private property:

(1) Overgrown, uncultivated, unkempt, or potentially hazardous vegetation of any type, including but not limited to shrubs, brush, weeds, vines; and grasses over 12 inches in height or length, including vegetation that may harbor rodents or transient activity, or encroach onto adjoining public or private properties. Where erosion control issues or indigenous species are present, an exception or modification may be made to these requirements. Regulated wetlands, other environmentally sensitive areas, undeveloped land, and managed stormwater facilities are exempt from these requirements.

(2) Vegetation and overgrowth including but not limited to tree limbs, branches, hedges, vines and shrubs that encroach the public right-of-way must be maintained to create a clear unobstructed passage to a height of eight feet above sidewalks and pedestrian walkways and fourteen feet above streets and vehicular traffic areas.

(3) Vegetative debris and decaying or live organic matter must be removed from roofs and gutters.

~~(b) All owners of property where structures have been placed shall maintain their structures in such a manner as not to present an unsightly appearance nor create a hazard to the public; provide a sanctuary for illegal activities, or be a danger to surrounding property.~~

SECTION 3. It is hereby proposed that Section 42-117 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-117. ~~Authority to inspect premises.~~ Exterior structure.

~~(a) For the purpose of enforcing the provisions of this article, the city manager or his designee may enter upon any property within his jurisdiction for the purpose of inspection and determination as to the degree of infraction.~~

- (a) The exterior of a structure must be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety, or welfare.
- (b) All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, must be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, must be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking, and chipped paint must be removed and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, must be weather resistant and water tight. All metal surfaces subject to rust and corrosion must be coated to prohibit such rust and corrosion, and all surfaces with rust or corrosion must be stabilized and coated to prohibit future rust and corrosion. Oxidation stains must be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
- (c) All structural members must be maintained free from deterioration and be capable of safely supporting the imposed dead and live loads.
- (d) All foundation walls must be maintained plumb and free from open cracks and breaks and kept in such a manner so as to prevent the entry of rodents and other pests.
- (e) All exterior walls must be free from holes, breaks, and loose or rotting materials, maintained weatherproof and properly surface coated where required to prevent deterioration.
- (f) The roof and flashing must be sound, tight, and not have defects that admit rain. Roof drainage must be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts must be in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
- (g) All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features must be maintained in good repair with proper anchorage and in a safe condition.
- (h) All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts must be maintained in good repair and be properly anchored to be kept in a sound condition. When required, all exposed surfaces of metal or wood must be protected from the elements against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
- (i) Every exterior stairway, deck, porch, and balcony, and all appurtenances attached thereto, must be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
- (j) All chimneys, cooling towers, smoke stacks, and similar appurtenances must be structurally safe and sound and in good repair. All exposed surfaces of metal or wood

must be protected from the elements against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

- (k) Every handrail and guard must be firmly fastened and capable of supporting normally imposed loads and be maintained in good condition.
- (l) Every window, skylight, door and frame must be in sound condition, good repair, and weather tight. All glazing materials must be free from cracks and holes.
- (m) Doors, windows, or hatchways for all primary and accessory dwelling units must be provided with devices designed to provide security for the occupants and property within.
- (n) All exterior gates, gate assemblies, operator systems if provided, and hardware must be in good condition. Latches at all entrances must tightly secure the gates.

SECTION 4. It is hereby proposed that Section 42-118 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-118. ~~Notice to correct violations.~~ Component serviceability.

~~The city manager or his designee is charged with the duty of inspecting the various properties in the city to determine their condition with regard to the provisions of this article and to notify the owner as follows:~~

- ~~(1) If the name and address of the owner is known, he may be notified by printed or written notice, sent by mail or personally delivered, stating the violation, the remedy anticipated, and the required time limit corrective action is to have been taken.~~
- ~~(2) If the name or address of the owner is not known, notice may be accomplished by publication in one issue of the Fernandina Beach News-Leader or other local publication of general distribution, giving general notice of the violation, the required time limit for corrective action, and giving the location by street address and/or by blocks and lots of the property involved.~~
- (a) The components of a structure and equipment therein must be maintained in good repair, structurally sound, and in a sanitary condition.
- (b) Where any of the following conditions cause the component or system to be beyond its limit state, the component or system will be determined as unsafe and must be replaced or repaired to comply with the International Building Code as required for existing buildings. Buildings in the Historic Districts must comply with Historic District Guidelines outlined in the Land Development Code.
 - (1) Soils that have been subjected to any of the following conditions: collapse of footing or foundation system; damage to footing, foundation, concrete, or other structural element due to soil expansion; adverse effects to the design strength of footing, foundation, concrete, or other structural element due to a chemical reaction from the soil; inadequate soil as determined by a geotechnical investigation; where the allowable bearing capacity of the soil is

in doubt; or adverse effects to the footing, foundation, concrete, or other structural element due to the ground water table.

- (2) Concrete that has been subjected to any of the following conditions: deterioration; ultimate deformation; fractures; fissures; spalling; exposed reinforcement; or detached, dislodged, or failing connection.
- (3) Aluminum that has been subjected to any of the following conditions: deterioration; corrosion; elastic deformation; ultimate deformation; stress or strain cracks; joint fatigue; or detached, dislodged, or failing connections.
- (4) Masonry that has been subjected to any of the following conditions: deterioration; ultimate deformation; fractures in masonry or mortar joints; fissures in masonry or mortar joints; spalling; exposed reinforcement; or detached, dislodged, or failing connections.
- (5) Steel that has been subjected to any of the following conditions: deterioration; elastic deformation; ultimate deformation; metal fatigue; or detached, dislodged, or failing connections.
- (6) Wood that has been subjected to the following conditions: ultimate deformation; deterioration; damage from insects, rodents, and other vermin; fire damage beyond charring; significant splits and checks; horizontal shear cracks; vertical shear cracks; inadequate support; detached, dislodged, or failing connections; or excessive cutting and notching.

(c) Demolition of unsafe conditions will be permitted when approved by the code official.

SECTION 5. It is hereby proposed that Section 42-119 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-119. ~~Right to appeal.~~ Rubbish and garbage.

~~Any person adversely affected by a decision of the city manager or his designee in the enforcement or interpretation of any terms or provisions of this article may appeal such decisions to the city commission, by filing written notice thereof, within ten days after the decision of the city manager or his designee.~~

- (a) All exterior property and premises must be free from any accumulation of rubbish or garbage.
- (b) Refrigerators and similar equipment not in operation must not be discarded, abandoned, or stored on premises without first removing the doors.

SECTION 6. It is hereby proposed that Section 42-120 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-120. ~~Imposition of lien against property by City.~~ Pest elimination.

~~If any owner fails to remedy the condition stated in the notification provided for in section 42-118 within the time frame allotted, the city commission may, at its discretion, cause such remedial work to be done and bill the cost of such work to the owner of the property. If the bill is not paid within 30 days from the date it is mailed to the owner, such charge shall become a lien against the property until the amount of such charge, including interest, cost of publication of notice, court costs, and attorneys' fees shall have been paid to the city by the owner.~~

All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found must be promptly exterminated by processes that will not be injurious to human health. After pest elimination, proper precautions must be taken to prevent reinfestation.

SECTION 7. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-121, which section reads as follows:

Sec. 42-121. Vacant structures and land.

All vacant structures and premises thereof or vacant land must be maintained in a clean, safe, secure, and sanitary condition so as not to cause a blighting problem or adversely affect the public health or safety. A structure will be considered vacant if it is not connected to water and electric services.

SECTION 8. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-122, which section reads as follows:

Sec. 42-122. Swimming pools.

Swimming pools must be maintained in a clean and sanitary condition, and in good repair.

SECTION 9. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-123, which section reads as follows:

Sec. 42-123. Water and electric service

- (a) Every sink, lavatory, bathtub, or shower, drinking fountain, water closet, or other plumbing fixture must be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs, and showers must be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.
- (b) Inhabited structures must be properly connected to electric service as evidenced by an operational meter.

SECTION 10. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-124, which section reads as follows:

Sec. 42- 124. Authority to inspect premises.

For the purpose of enforcing the provisions of this article, the city manager or his designee may enter upon any property within his jurisdiction for the purpose of inspection and determination as to the degree of infraction, subject to Florida law.

SECTION 11. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-125, which section reads as follows:

Sec. 42-125. Notice to correct violations.

The city manager or their designee is charged with the duty of inspecting the various properties in the city to determine their condition regarding the provisions of this article and to notify the owner as follows:

- (1) If the name and address of the owner is known, they may be notified by printed or written notice, sent by mail or personally delivered, stating the violation, the remedy anticipated, and the required time limit corrective action is to have been taken.
- (2) If the name or address of the owner is not known, notice may be accomplished by publication in one issue of the Fernandina Beach News-Leader or other local publication of general distribution, giving general notice of the violation, the required time limit for corrective action, and giving the location by street address and/or by blocks and lots of the property involved.

SECTION 12. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-126, which section reads as follows:

Sec. 42-126. Right to appeal.

Any person adversely affected by a decision of the city manager or his designee in the enforcement or interpretation of any terms or provisions of this article may appeal such decisions to the city commission, by filing written notice thereof, within ten days after the decision of the city manager or his designee.

SECTION 13. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-127, which section reads as follows:

Sec. 42-127. Imposition of lien against property by City.

If any owner fails to remedy the condition stated in the notification provided for in section 42-125 within the time frame allotted, the city commission may, at its discretion, cause such remedial work to be done and bill the cost of such work to the owner of the property. If the bill is not paid within 30 days from the date it is mailed to the owner, such charge shall become a lien against the property until the amount of such charge, including interest, cost of publication of notice, court costs, and attorneys' fees shall have been paid to the city by the owner.

SECTION 14. All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 15. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 16. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED this ____ day of _____, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM &
LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-43
Code Amendment - Camping in Public Parks

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-43 at First Reading.

SYNOPSIS: In order to preserve the health, safety and welfare of the community, it is necessary to prohibit camping on public property. City parks close at sundown; however, there have been occasions when a person is found sleeping in a City park with or without a tent or other temporary shelter. "Camping" is defined in this Ordinance as "either sleeping or being in a temporary shelter out-of-doors". "Camping" is prohibited on public property under this Ordinance.

FISCAL IMPACT: No fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2018-43 at First Reading.

Tammi E. Bach, City Attorney 10/19/2018

Dale Martin, City Manager 10/26/2018

Date: September 13, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Enact

ORDINANCE 2018-43

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 58, OFFENSES, ARTICLE I, IN GENERAL, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 58-9, USE OF RECREATIONAL VEHICLES AS LIVING QUARTERS; EXCEPTIONS; BY ADDING SECTION 58-10, CAMPING PROHIBITED; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has a duty to promote sanitation, public health and safety; and

WHEREAS, Chapter 58, Article I of the City Code of Ordinances regulates certain actions to preserve the public health and safety; and

WHEREAS, certain revisions are necessary to update the Code of Ordinances regarding camping on public property.

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

SECTION 1. It is hereby proposed that Section 58-9 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 58-9. Use of recreational vehicles, etc. as living quarters; exceptions.

It shall be unlawful for any person to use any recreational vehicle, motor home, trailer, tent, or other vehicle or equipment for living quarters within the city except within a public park with a valid City permit or duly licensed recreational vehicle park that permits overnight camping.

SECTION 2. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 58-10, which section shall read as follows:

Sec. 58-10. Camping prohibited; exceptions.

- (a) For the purposes of this section, “camping” is defined as either sleeping or otherwise being in a temporary shelter out-of-doors or cooking over an open flame out-of-doors, except “camp” or “camping” does not include in their meaning so-called “tailgating,” picnicking, or other similar, temporary celebratory activity conducted in good faith in connection with the occurrence of a legitimate sporting event, concert, theatrical event or similar activity conducted by a school, college, professional sports association, orchestra, governmental agency, religious or civic organization or Section 501(c)(3) organization.
- (b) Camping is prohibited on all public property, except as may be specifically authorized by a valid City permit.

SECTION 3. All Ordinances or parts of Ordinances and all Resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED this ____ day of _____, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-29
Code Amendment - Cemetery

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-29 at Second Reading.

SYNOPSIS: The Friends of Bosque Bello and City staff have asked for a few amendments to the City's Cemetery Code, Ch. 30 Code of Ordinances. In these amendments, metal detecting is prohibited and the City is permitted to repair or replace headstones and grave markers that have been damaged or are otherwise in disrepair. In addition, the City's policy is codified that all burials/interrments, including cremains, must be completed using a vault.

This Ordinance was approved at First Reading by the City Commission on September 4, 2018. The display ad attached to this agenda item is valid having notified the public that a public hearing would be held on October 16, 2018. By postponing this item publicly at its October 16, 2018 meeting, the City Commission provided sufficient notice to the public to meet the requirements of Ch. 166, Fla. Stats. for advertising requirements.

On October 16, 2018, the City Commission postponed Ordinance 2018-29 until November 7, 2018.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2018-29 at Second Reading.

Dale Martin, City Manager 10/26/2018

Tammi E. Bach, City Attorney 10/29/2018

Submitted By: _____ Date: October 17, 2018
Katie Newton, Legal Assistant

COMMISSION ACTION: Enact

ORDINANCE 2018-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 30, CEMETERY, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 30-31, DEFINITIONS; AMENDING SECTION 30-44 TO CLARIFY THAT ITEMS NOT DESCRIBED ARE PROHIBITED AT GRAVES; AMENDING SECTION 30-57 TO PROVIDE FOR CITY REPAIR OF HEADSTONES AND GRAVE MARKERS; AMENDING SECTION 30-106 TO PROHIBIT TREASURE HUNTING AND METAL DETECTING IN THE CEMETERY; AMENDING SECTION 30-109 MEMORIAL AND VAULT INSTALLATIONS BY REQUIRING VAULTS FOR ALL BURIALS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach owns and operates the Bosque Bello Cemetery; and

WHEREAS, Chapter 30 of the City Code of Ordinances regulates the use and operation of said Cemetery; and

WHEREAS, certain revisions are necessary to update the Code of Ordinances regarding use and operation of the Bosque Bello Cemetery.

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

SECTION 1. It is hereby proposed that Section 30-31 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 30-31. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Casket means an ornamented and lined rectangular box used to place human remains in for burial.

Cemetery means the Bosque Bello Cemetery, as shown and depicted on all recorded and unrecorded plats.

Cemetery superintendent means an employee of the city designated by the city manager to supervise cemetery operations.

Columbarium is a place for the public storage of urns containing human cremains.

Coping means a raised border surrounding grave spaces or lots.

Cremains or *cremated remains* mean residual ash fragments of human bones remaining after the process of cremation.

Cremation means a method of preparing human remains for inurnment. It is not a service complete in itself, but only a preparation for memorialization.

Deceased human being or human remains or remains means the body or bodies of deceased persons, including bodies in any stage of decomposition and cremated remains.

Deferred payment plan means a method of paying for a lot or lots by first depositing a portion of the total cost of the lot or lots with the city with the stipulation that the balance will be paid within 12 months.

Disinterment means removal of human remains from a grave.

Grave or grave space means an area of ground sufficient for the burial of human remains or cremains. See also *lot*.

Immediate family. The city defines immediate family as the employee's parent or step-parent, spouse or child (to include foster and adopted children).

Indigent means a destitute person (living within the city limits).

Interment means burial of human remains ~~in a grave~~.

Lot means one or more adjoining grave spaces.

Lot owner means one or more individuals whose names are shown on the deed. Any individual names on the deed may give written instructions to the city.

Marker means a small individual memorial placed at either the head or foot of a grave.

Mausoleum means an external free-standing building constructed as a monument enclosing the interment space. ~~or burial chamber of a deceased person or persons.~~

Memorial means a marker, monument, or vase placed on a lot and shall include any monument, memorial, marker, or vase in whole or in part, at ground level or above ground, or other structure on the cemetery lot. Monument means a large slab placed flat on a lot.

Urn means a receptacle of cast bronze, marble, or other acceptable permanent material containing human cremains. ~~cremated remains, which is placed in the ground.~~

Vault means a reinforced concrete container used in the ~~above or~~ below ground burial/interment of human remains or cremains in which the casket or urn is placed.

SECTION 2. It is hereby proposed that Section 30-44 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 30-44. - Decorations.

(a) Potted plants, wreaths, floral arrangements or temporary receptacles, metal emblems, markers, or flags may be permitted upon lots on holidays. If not removed within five days, said decorations may, at the option of the city, be removed. Potted plants, wreaths, and floral arrangements will be removed from the lot or grave at the time of mowing or trimming the grass. Decorations not described herein are strictly prohibited at all times upon graves and lots.

(b) The city shall have the right to remove all floral arrangements, wreaths, and the like as soon after a funeral as in the judgment of the city they become wilted or unsightly.

(c) The city shall not be responsible for any items of decoration that become lost, misplaced, or damaged.

(d) Planting trees, flowers, bushes, etc. is not permitted by lot owners.

SECTION 3. It is hereby proposed that Section 30-57 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 30-57. - Perpetual care service; fees.

(a) Perpetual care service shall consist of cutting grass, tree and hedge trimming, weeding, and debris removal from grounds. Any additional care desired will be the responsibility of the owner. All owners of grave spaces for which perpetual care has not been previously included shall purchase perpetual care prior to the opening and closing of a grave and shall pay the city a sum to be set by ~~resolution~~ ordinance of the city commission. The City reserves the right, after reasonable attempt by City to provide notice to owner(s), to repair, replace and maintain grave markers, headstones, fencing and monuments that have fallen, are damaged or otherwise in a state of disrepair, in the sole discretion of the City.

(b) Perpetual care service fee must be paid prior to interment in the original section ("Old Section") of Bosque Bello.

(c) Upon the payment of the perpetual care fee, the parks and recreation department or designee is authorized to deliver to the purchaser a certificate evidencing the purchase, signed by him or her on behalf of the city. Full perpetual care payment for a lot must be paid prior to interment.

SECTION 4. It is hereby proposed that Section 30-106 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 30-106. - Visitors; proper conduct.

(a) Visiting hours are restricted to daylight hours and shall be as specified by the city. Any unauthorized person(s) found in the cemetery after dark without written permission from the city will be considered a trespasser.

(b) In order that the proper atmosphere may be maintained at the cemetery children less than 15 years of age, unless attended by an adult responsible for their conduct, and persons having firearms in their possession, except military personnel, law enforcement personnel, and honor guards in attendance upon a funeral are prohibited from entering the cemetery.

(c) In order to safeguard the quiet and peaceful atmosphere of the cemetery visitors are prohibited from using loud, boisterous, or obscene language; from sitting or climbing on markers, monuments, or fixtures of any kind; from peddling, begging, soliciting, or collecting and from displaying or distributing cards, handbills, and circulars of any nature, unless approved by the city manager.

(d) Visitors are prohibited from bringing into the cemetery dogs, other than service dogs for the handicapped, and alcoholic beverages. Visitors are prohibited from removing, scratching, marring, defacing, injuring, or disturbing any monument, memorial bench, vase, building, fence, or anything within the limits of the cemetery; and from putting paper, rubbish, dead or wilted flowers, shrubs, plants, or any other unsightly or improper thing in any place except in the containers provided for such materials. Persons within the cemetery shall use

only the walks and roads. No person shall gather flowers, damage trees, shrubbery or plants. No person shall treasure hunt or use a metal detector on cemetery property. Violations of this section will be prosecuted in accordance with Section 1-12 of the City Code and all applicable state and federal laws, including criminal laws.

SECTION 5. It is hereby proposed that Section 30-109 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 30-109. Memorial and vault installations.

- (a) All memorial work shall be done between dawn and dusk.
- (b) Persons in charge of memorial work within the Cemetery must provide a business license and proof of insurance. A permit is required prior to all installations.
- (c) Granite, slate, marble, and bronze are the only approved materials for all monument work.
- (d) Vaults are required for all ~~full~~ below-ground burials. ~~but not for cremains.~~
- (e) Any structure not permitted by the Parks & Recreation Department will be removed.

SECTION 6. All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 7. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED this 7th day of November, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM &
LEGALITY:



Tammi E. Bach
City Attorney

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, October 16, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 30, CEMETERY, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 30-31, DEFINITIONS; AMENDING SECTION 30-44 TO CLARIFY THAT ITEMS NOT DESCRIBED ARE PROHIBITED AT GRAVES; AMENDING SECTION 30-57 TO PROVIDE FOR CITY REPAIR OF HEADSTONES AND GRAVE MARKERS; AMENDING SECTION 30-106 TO PROHIBIT TREASURE HUNTING AND METAL DETECTING IN THE CEMETERY; AMENDING SECTION 30-109 MEMORIAL AND VAULT INSTALLATIONS BY REQUIRING VAULTS FOR ALL BURIALS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the October 3, 2018 edition of the News Leader.

Please send proof of publication to:

*City Clerk's Office
City Hall, 204 Ash Street
Fernandina Beach, FL 32034
904-310-3115*

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-36
Code Amendment - Peddlers

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-36 at Second Reading.

SYNOPSIS: The attached Ordinance updates Section 26-92 of the City Code to more clearly define occasional sales. Ordinance 2018-36 was approved by the City Commission at its Regular Meeting on October 2, 2018.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2018-36 at Second Reading.

Dale Martin, City Manager 10/26/2018

Tammi E. Bach, City Attorney 10/29/2018

Date: October 05, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2018-36

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 26, BUSINESSES, ARTICLE IV, PEDDLERS, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 26-92, EXEMPTIONS FROM PROHIBITION TO CLARIFY THE TERM "OCCASIONAL SALES" AND BY REMOVING PARAGRAPH C; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has a duty to regulate businesses operations within the city limits; and

WHEREAS, Chapter 26, Article IV of the City Code of Ordinances regulates peddling and solicitation as part of these regulations; and

WHEREAS, certain revisions are necessary to update the Code of Ordinances regarding peddling and solicitation.

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

SECTION 1. It is hereby proposed that Section 26-92 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 26-92. Exemptions from prohibition.

- (a) Hawking, soliciting or peddling by any charitable, religious, fraternal, youth, civic, service, or other such organization when the organization makes occasional (no more than twice per year and for no more than five consecutive days) sales or engages in fundraising projects when such projects are performed exclusively by the members thereof and when the proceeds derived from such activities are used exclusively in the charitable, religious, fraternal, youth, civic, and service activities of the organization; and hawking, soliciting or peddling by any person licensed under F.S. ch. 626 while acting within the scope of his licensed authority or by any person legitimately engaged in a training program in preparation for licensing under F.S. ch. 626, shall be exempt from all provisions of section 26-92.
- (b) A student may peddle school pennants, insignia or other articles outside a regularly established place of business without a permit if he has written approval of his school authority and prominently displays evidence thereof on his person.
- (c) ~~Nothing herein shall be construed to prohibit the sale of art, food and other items from booths by vendors during the annual shrimp festival, as permitted by the shrimp festival committee.~~

SECTION 2. All Ordinances or parts of Ordinances and all Resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED this 7th day of November, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM &
LEGALITY:



Tammi E. Bach
City Attorney

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **/Wednesday, November 7, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-36

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 26, BUSINESSES, ARTICLE IV, PEDDLERS, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 26-92, EXEMPTIONS FROM PROHIBITION TO CLARIFY THE TERM “OCCASIONAL SALES” AND BY REMOVING PARAGRAPH C; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk’s Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the October 24, 2018 edition of the News Leader.

Please send proof of publication to:

City Clerk’s Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Board of Adjustment

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments.

SYNOPSIS: Reappointment: Board of Adjustment (BOA) Member Ms. Marcy Mock's term will expire in November, 2018. Ms. Mock submitted a request for reappointment which was reviewed and acknowledged by the BOA at its Regular Meeting on September 19, 2018. The BOA made no recommendation for approval nor disapproval, but agreed to move it forward to the City Commission for its consideration. If reappointed, Ms. Mock will serve one three-year term expiring November, 2021.

Reappointment: Board of Adjustment (BOA) Member Mr. Matt Miller's term expired in September, 2018. Mr. Miller submitted a request for reappointment which was reviewed and acknowledged by the BOA at its Regular Meeting on September 19, 2018. The BOA made no recommendation for approval nor disapproval, but agreed to move it forward to the City Commission for its consideration. If reappointed, Ms. Mock will serve one three-year term expiring September, 2021.

There is currently one Regular Member Vacancy created by Member Mr. Lynn Williams' resignation. At its September 19, 2018, Regular Meeting, the BOA recommended Alternate #1 Member Mike Lednovich be appointed to fill the vacancy and to move it forward to the City Commission for its consideration. The Regular Member Vacancy is a three-year, unexpired term ending June, 2021.

Alternate #1: At its Regular Meeting on September 19, 2018, the BOA recommended Alternate #2 Member Mr. Steven Papke be appointed to fill the vacancy created by Mr. Lednovich moving to a Regular Member seat, and to move it forward to the City Commission for its consideration. If appointed, Mr. Papke will complete the Alternate #1 term set to expire September, 2021.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Ms. Marcy Mock, Mr. Matt Miller, and Mr. Mike Lednovich to three-year terms to the Board of Adjustment. Further, I recommend that the City Commission appoint Mr. Steven Papke to the Alternate #1 position for a three-year term on the Board of Adjustment.

Caroline Best, City Clerk	10/25/2018
Nicole Bednar, Administrative Services Manager	10/25/2018
Dale Martin, City Manager	10/26/2018

Date: October 02, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

Kim Briley

From: Samantha Rogic
Sent: Thursday, September 20, 2018 3:56 PM
To: Kim Briley
Cc: Jacob Platt
Subject: BOA Actions taken

Hi Kim,
At the regular meeting of the BOA held on 9/19/18, Member Mock and Chair Miller expressed their interest in being reappointed. The Board agreed to forward their reappointments to the City Commission for their consideration.

Member Lynn Williams informed everyone that he is resigning from the BOA and that last night would be his last meeting. So I guess this would move Mike Lednovich to voting member, and Steven Papke to Alternate 1 --- leaving us with an Alternate 2 position to fill.

Let me know if you have any questions. Thanks!

Samantha Rogic
Staff Assistant
Community Development Department
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
904-310-3142
<https://www.fbfl.us/cdd>

If this email is related to the Board that you serve on, please DO NOT REPLY TO ALL.

BOARD OF ADJUSTMENT

Meeting: Third Wednesday of every month, 5:00 p.m., City Commission Chambers				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
02/13	**Marcy Mock marcy@marcymock.com	2008 Highland Drive	753-6500 (W)	3 yrs- 11/2018
02/16	Barry Hertslet Barry.hertslet@gmail.com	2705 Robert Oliver Avenue	(904) 491-0720	3 yrs-09/2021
	<i>Previously held by Lynn Williams</i>			3 yrs-06/2021
05/15	*Matt Miller islandplumber@hotmail.com	416 Fir Street	(912) 270-5826	3 yrs- 09/2018
02/13	*Tisha Dadd tishadadd@live.com	1328 N. Fletcher Avenue	(904) 222-8988 (W)	3 yrs-05/2019
04/18	Alternate #1 Mike Lednovich malednovich@gmail.com	1586 Canopy Drive	(714) 398-9824	3 yrs- 09/2021
09/18	Alternate # 2 Steven Papke Steven.papke@gmail.com	2845 1 st Avenue, Apt A	(904) 887-8318	3 yrs- 02/2019
*Chair **Vice Chair				
Staff Coordinator: Jacob Platt, City Planner FINANCIAL DISCLOSURE REQUIRED				

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Conservation Land Acquisition Funding

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the requests of Vice Mayor Kreger and Commissioner Ross.

Funding options are:

- a. A Bond Issue
- b. Establishment of an Open Space land Conservation Impact fee
- c. Establishment of an Island wide MSTU.

On October 2, 2018, it was the consensus of the City Commission to place this item on the agenda for the City Commission Regular Meeting on November 7, 2018.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 10/26/2018

Tammi E. Bach, City Attorney 10/29/2018

Date: October 11, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:



Conservation Trust Fund

HOW TO FUND IT?

General Obligation Bonds

- ◆ Pledges ad valorem (property) taxes to repay loan, per Florida law must be approved by voters
- ◆ Step 1: Commission adopts a resolution approving a bond referendum and setting election date (general election or special election) to approve levy of additional millage and borrowing funds secured by additional millage (See Section 100.211, Fla. Stats.)
- ◆ Step 2: Hold the bond referendum election observing special publication requirements for the election (See Section 100.342, Fla. Stats.), and special election cost ~ \$23,000 but mail-in ballot election may be cheaper option
- ◆ Step 3: If voters approve the bond referendum, adopt a resolution borrowing funds and issuing bonds pledging ad valorem taxes (See Section 166.101, Fla. Stats.)

General Obligation Bonds cont.

- ◆ Step 4: Validate bonds through a bond validation lawsuit to insure that the bond referendum process cannot be challenged later (See. Ch. 75, Fla. Stats.), and this is not a requirement but a good idea to protect the Conservation Fund from legal fees later on
- ◆ GENERAL OBLIGATION BOND ADOPTION AND VALIDATION LAWSUIT TAKES ABOUT 6-9 MONTHS / COST \$23,000 FOR ELECTION / \$50,000 FOR VALIDATION LEGAL FEES
 - ◆ AT LEAST 6 WEEKS OF LEAD TIME TO ADOPT REFERENDUM RESOLUTION AND PUBLISH NOTICES FOR REFERENDUM ELECTION IN NEWSPAPER

Municipal Services Taxing Unit

“MSTU”

- ◆ Only counties can adopt an MSTU (See Ch. 125, Fla. Stats.)
- ◆ Cities can consent to have an MSTU levied within city limits (i.e. Sand Tax adopted for Amelia Island in 2016)
- ◆ Nassau County would adopt an ordinance approving an MSTU on Amelia Island for Land Conservation (no referendum necessary)
- ◆ The City would adopt an ordinance consenting to the MSTU levy within city limits (no referendum necessary)
- ◆ The MSTU monies are spent as specified in the County ordinance adopting it, and the County is responsible for the budgeting and expenditures for conservation
- ◆ The City can opt-out of the MSTU at any time

MSTU cont.

- ◆ MSTU ADOPTION TAKES ABOUT 90 DAYS, NO LEGAL FEES OR OTHER ADMINISTRATIVE COSTS
 - ◆ MUST BE ADOPTED BEFORE JANUARY 1ST IN ORDER TO GET ON THE TAX ROLLS FOR THE NEXT TAX YEAR

Conservation/Open Space Impact Fee

- ◆ Impact fees are enacted by ordinance and require new development to pay for the cost of additional “infrastructure”
- ◆ Open Space and conservation land, known as “green infrastructure” is arguably the most critical infrastructure to citizens and visitors alike
- ◆ Step 1: City hires a consultant to do an impact fee study that applies the dual rational nexus analysis to a new conservation impact fee and justifies the impact fee rate for new residential and commercial development (cost ~ \$10,000-\$30,000)
- ◆ Step 2: City adopts a new impact fee ordinance establishing the conservation impact fee and creates a trust fund for revenues and expenditures (90 days’ advance notice to public before fee can be assessed, See Section 163.31801, Fla. Stats.)

Impact Fee cont.

- ◆ IMPACT FEE STUDY TAKES ABOUT 6 MONTHS WITH COMPETITIVE BIDDING AND ORDINANCE ADOPTION/ COST \$10,000-\$30,000 FOR CONSULTANT / NO LEGAL FEES OR ADMINISTRATIVE FEES
 - ◆ AT LEAST 90 DAYS ADVANCE NOTICE BEFORE ORDINANCE CAN GO INTO EFFECT (TOTALING 9 MONTHS BEFORE COLLECTION OF IMPACT FEES BEGINS)

Other City and County Funding Sources

- ◆ 1) Increasing millage rate without a bond referendum and dedicating a certain millage to conservation (City Commission vote only)
- ◆ 2) Planning Department Development Application Fees can be analyzed and increased with a portion going to Conservation Trust Fund (City Commission Vote only)
- ◆ 3) Nassau County could dedicate portions of sales tax revenues to conservation
- ◆ 4) Private money donations to City and/or County for conservation
- ◆ 5) Land donations to City or County for conservation

Vice Mayor Kreger:

Conservation land acquisition funding options are:

- a. A Bond Issue
- b. Establishment of an Open Space land Conservation Impact fee
- c. Establishment of an Island wide MSTU.

Commissioner Ross

Conservation land acquisition funding:

Purpose: identify a funding source for the acquisition of Conservation Land/Open Space Land.

Step 1: Create a Conservation Land / Open Space Impact Fee:

- a. Developers have a choice of incorporating more open space in the development or paying fees in lieu.
- b. Use fees-in-lieu monies to purchase conservation lands open space land. All sales and incorporated development spaces must be memorialized with a conservation easement deeded to the City or a Conservation Land Trust.

Step 2: Proposed Action Plan:

- a. Direct City Manager to hire a consultant to do an impact fee study that applies the dual rational nexus analysis to a new Conservation Land / Open Space impact fee and justifies the impact fee rate for new residential and commercial development.
- b. Direct the City Manager to have staff write a new impact fee ordinance establishing the Conservation Land / Open Space impact fee ordinance and create a trust fund for revenues and expenditures.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Discussion
Parks and Recreation Impact Fee Fund Expenditures

ITEM TYPE: Discussion

REQUESTED ACTION:

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

Proposed Parks and Recreation impact fee fund expenditures:

Consider: impact fee funds could be used to purchase passive park land which may contain environmentally sensitive land or to expand the Egans Creek Greenway.

Current Parks and Recreation impact fees may be increased 35.8% before reaching the maximum level as determined by the 2015 Nicholas study. [See Community Development Department Planning Manager Kelly Gibson memo *Collection of Municipal Impact Fees attached hereto.*]

Proposed Action Plan:

Direct City Manager to report back at the November 20, 2018 City Commission Regular Meeting regarding the feasibility and procedures for increasing the Parks and Recreation residential impact fee to 35.8%. Designate those additional funds to purchase passive park land and / or expand the Egans Creek Greenway.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 10/22/2018

Dale Martin, City Manager 10/26/2018

A handwritten signature in blue ink that reads "Caroline Best".

Date: October 22, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

City of Fernandina Beach
Impact Fee Analysis
Current Rate vs 2015 Maximum Rate

Rates	Nicholas Study				Incease	
	2004 Rate	2015 Rate	Current Fee	Maximum Fee	\$	%
Residential						
Fire Protection	0.291	0.360	0.291	0.360	0.069	23.71%
Police Protection	0.145	0.264	0.145	0.264	0.119	82.07%
Parks & Recreation	1.950	2.885	1.950	2.885	0.935	47.95%
Admin / Public Facilities	0.395	0.443	0.395	0.443	0.048	12.15%
Total	2.781	3.952	2.781	3.952	1.171	42.11%
Non-Residential						
Fire Protection	0.291	0.360	0.291	0.360	0.069	23.71%
Police Protection	0.145	0.264	0.145	0.264	0.119	82.07%
Parks & Recreation	0.000	0.000	0.000	0.000	-	0.00%
Admin / Public Facilities	0.395	0.443	0.395	0.443	0.048	12.15%
Total	0.831	1.067	0.831	1.067	0.236	28.40%

Net Cost are per square feet of Floor Area

Revenue	Actual	Maximum Rate	Actual	Maximum Rate	Actual	Maximum Rate	Budget	Maximum Rate
	FY15/16	2015 Study	FY16/17	2015 Study	FY17/18	2015 Study	FY18/19	2015 Study
Fire Protection	77,834.00	96,289.48	117,315.00	145,131.96	250,927.96	310,426.34	187,500.00	231,958.76
Police Protection	38,784.00	70,613.63	58,456.00	106,430.23	128,589.28	234,121.17	93,750.00	170,689.66
Parks & Recreation	467,543.00	691,723.87	610,036.00	902,540.44	1,118,196.53	1,654,357.43	1,000,000.00	1,479,487.18
Admin / Public Facilities	105,652.00	118,490.72	159,242.00	178,592.93	343,119.00	384,814.47	250,000.00	280,379.75
	689,813.00	977,117.71	945,049.00	1,332,695.56	1,840,832.77	2,583,719.42	1,531,250.00	2,162,515.34
Lost Revenue		287,304.71		387,646.56		742,886.65		631,265.34
Total Lost Revenue								2,049,103.26

SQ Foot*	Actual	Actual	Actual	Budget
	FY15/16	FY16/17	FY17/18	FY18/19
Average Actual Sq Ft				
Fire Protection	267,470.79	403,144.33	862,295.40	644,329.90
Police Protection	267,475.86	403,144.83	886,822.62	646,551.72
Parks & Recreation	239,765.64	312,838.97	573,434.12	512,820.51
Admin / Public Facilities	267,473.42	403,144.30	868,655.70	632,911.39

*Calculated using actual revenue divided by rate

City of Fernandina Beach
Impact Fee Analysis - Updated
Five Year Projection

Rates	Nicholas Study				Increase	
	2004 Rate	2015 Rate	Current Fee	Maximum Fee	\$	%
Residential						
Fire Protection	0.291	0.360	0.291	0.360	0.069	23.71%
Police Protection	0.145	0.264	0.145	0.264	0.119	82.07%
Parks & Recreation	1.950	2.885	1.950	2.885	0.935	47.95%
Admin / Public Facilities	0.395	0.443	0.395	0.443	0.048	12.15%
Total	2.781	3.952	2.781	3.952	1.171	42.11%
Non-Residential						
Fire Protection	0.291	0.360	0.291	0.360	0.069	23.71%
Police Protection	0.145	0.264	0.145	0.264	0.119	82.07%
Parks & Recreation	0.000	0.000	0.000	0.000	-	0.00%
Admin / Public Facilities	0.395	0.443	0.395	0.443	0.048	12.15%
Total	0.831	1.067	0.831	1.067	0.236	28.40%

Net Cost are per square feet of Floor Area

Revenue	Current Rate	Maximum Rate	Current Rate	Maximum Rate	Current Rate	Maximum Rate	Current Rate	Maximum Rate	Current Rate	Maximum Rate
	FY19/20	FY19/20	FY20/21	FY20/21	FY21/22	FY21/22	FY22/23	FY22/23	FY23/24	FY23/24
Fire Protection	174,600.00	216,000.00	174,600.00	216,000.00	174,600.00	216,000.00	174,600.00	216,000.00	174,600.00	216,000.00
Police Protection	87,000.00	158,400.00	87,000.00	158,400.00	87,000.00	158,400.00	87,000.00	158,400.00	87,000.00	158,400.00
Parks & Recreation	1,170,000.00	1,731,000.00	1,170,000.00	1,731,000.00	1,170,000.00	1,731,000.00	1,170,000.00	1,731,000.00	1,170,000.00	1,731,000.00
Admin / Public Facilities	237,000.00	265,800.00	237,000.00	265,800.00	237,000.00	265,800.00	237,000.00	265,800.00	237,000.00	265,800.00
Lost Revenue	1,668,600.00	2,371,200.00	1,668,600.00	2,371,200.00	1,668,600.00	2,371,200.00	1,668,600.00	2,371,200.00	1,668,600.00	2,371,200.00
Total Lost Revenue									3,513,000.00	

SQ Foot*	Projection	Projection	Projection	Projection	Projection
	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24
Projected SQ Foot	600,000	600,000	600,000	600,000	600,000
Fire Protection	600,000	600,000	600,000	600,000	600,000
Police Protection	600,000	600,000	600,000	600,000	600,000
Parks & Recreation	600,000	600,000	600,000	600,000	600,000
Admin / Public Facilities	600,000	600,000	600,000	600,000	600,000

*Assumed a flat SQ Foot amount with no growth over the five year projection period.



DATE: September 14, 2018

TO: City Charter Officers, City Commissioners

CC: Department Directors, CDD

RE: Collection of Municipal Impact Fees

This memo serves to provide guidance associated with the collection of municipal impact fees specifically as it relates to the issuance of impact fee exemptions and to address the concern raised in the City's annual audit report. It is not intended to address the process for collection of water and wastewater impact fees; it is solely the collection of fees associated with the provision of services for Fire Protection, Police Protection, Parks and Recreation, and Public Facilities. Further, it does not address the collection of pass through impact fees for Nassau County School Board Education fees or Nassau County Board of County Commissioners Mobility fees. Finally, this memo serves to provide a documented history of how impact fees have been collected as consistent with City ordinances.

Fernandina Beach collects municipal impact fees to serve new growth and development as consistent with Florida Statutes 163.31801. In 2005, the City adopted an Impact Fee schedule based on a study and data provided by Dr. James C. Nicholas, PH.D under Ordinance 2005-02. Ten years later in August 2015, Dr. Nicholas presented updated and localized data regarding the collection of impact fees to the City Commission through a technical memorandum.

The City fully incorporated the amended data under Ordinance 2015-26 which amended the Code of Ordinances Section 2-451, established new fees in section 2-457 and repealed section 2-463. The change in collection of impact fees between these years represented an increased fee of 42% for residential construction (\$3.952) and 28% for non-residential construction (\$0.831). Fees are calculated on per one square foot of floor area as established in the adopted technical memorandum. Additionally, the City increased its Parks and Recreation impact fees to \$2.885 per square foot. **Ordinance 2015-26 does not set the collection of fees; instead it serves as the "rational nexus" for basing imposed fees as annually established in the master fee schedule.** The City may choose to collect impact fees with established maximums as justified by the completed study.

Collections of impact fees for municipal services are annually established by ordinance in the master fee schedule. Ordinance 2017-19 adopted on September 19, 2017 established the most current impact fees totaling \$2.78 for residential development and \$0.83 for non-residential development. The fee has reached its maximum for non-residential development as justified by the 2015 Nicholas study. Impact fees for residential development could increase by an additional 35.81% before reaching its maximum level as determined in 2015.

In 2018, the City's auditors provided a comment in its annual report which indicated that the impact fees documented through Municode do not correspond with the fees established under the Ordinance 2017-19 adopted fee schedule. Instead, Municode references fees established in 2005 under Ordinance 2005-02. As of the date of this letter, Municode contains an outdated reference.

The auditors comment was simply that as Municode serves as the source relied upon to initially calculate cost of development and that the amended fee should be reflected on that site. It is my opinion that the fee schedule which is annually established by Ordinance should be referenced in City Code Section contained in Municode Section 2-457 with references to the ordinances to the master fee schedule between years 2006-2017. In an effort to address the comment raised by the City's auditors, my recommendation is that the City provide an updated reference with the most current fees on Municode annually. Established fees need to be in sync with what we are actually collecting to avoid any confusion.

EXEMPTIONS AND CREDITS

The Code of Ordinances provides for certain Exemptions and Credits of payment of impact fees in Section 2-462. This section has remained unchanged since the adoption of the 2005-02 Ordinance. Questions concerning the collection of fees for construction on a site where a home previously existed have been raised over the past 9 months. Recent practice has offered full exemption where a home was documented on a site regardless of the year demolished. This practice is inconsistent with Section 2-462. Moving forward, the collection of fees will be consistent with the exemptions established.



"Section 2-462 Exemptions. The following shall be exempted from payment of the impact fee:

- (1) Alterations or expansion of an existing residential building where no additional heated space is created and where the use is not changed.*
- (2) Alterations or expansion of an existing non-residential building where no additional floor area is created and where the use is not changed.*
- (3) The construction or expansion of accessory buildings or structures which are not classified as a dwelling unit pursuant to the city's land development code or comprehensive plan.*
- (4) The replacement of a building or structure with a new building or structure of the same size and use when an impact fee for such building or structure has previously been paid pursuant to this division or where a building or structure legally existed on the site on or prior to the effective date of this division.*
- (5) The installation of a replacement mobile home or recreational vehicle on a lot or other such site when an impact fee for such mobile home or recreational vehicle site has previously been paid pursuant to this division or where a mobile home or recreational vehicle legally existed on such site on or prior to the effective date of this division.*

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived."

Subsection (4) directs that collection of fees is determined based on the ordinance effective date. Ordinance 2005-02 became effective March 1, 2005. Therefore, any exemption requested under Section 2-462 must demonstrate compliance as required and must be made at the time of building application.

The applicant carries the burden of proof to demonstrate that a structure (in most cases a single-family home) existed on the subject property on or after March 1, 2005. Demolished structures on a subject property prior to March 1, 2005 do not qualify for an exemption under this subsection of code.

- A survey dated February 28, 2005 or earlier is not considered a valid document for determining impact fee exemptions. Sanborn Maps which demonstrate where a structure historically existed also are not considered a valid form of documentation for issuance of an impact fee exemption.
- Surveys dated March 1, 2005 or later or a building permit issued for demolition of a structure after March 1, 2005 are acceptable forms of documentation to determine where an exemption can be considered.

Additionally, requests made for exemption of municipal impact fees following the application of a building permit should no longer be considered.

Please use this memo as a reference to address any questions raised by our development community. If you have any questions or concerns regarding the contents of this memo, please do not hesitate to contact me.

Sincerely,

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

Kelly N. Gibson, AICP
Planning Manager

Attachments: Municode Section 4-257, Ordinance 2017-19, Ordinance 2015-26, Ordinance 2005-02

Sec. 2-457. - Computation of the amount of impact fees.

(a) The amount of impact fees due may be determined by the following fee schedules, or in accordance with subsection (b), herein:

Type of Development	Residential Development per Ft ² of Heated Area	Nonresidential Development per Ft ² of Floor Area
Fire protection	\$0.273	\$0.273
Police protection	0.136	0.136
Parks and recreation	1.830	0.000
Public facilities	0.371	0.371
Total	2.610	0.780

- (1) Mixed use. If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedules by apportioning the space committed to uses specified on the schedules.
- (2) Interpretation.
 - a. If the type of development activity that a building permit is applied for is not specified on the above fee schedules, the city manager shall use the fee applicable to the most nearly comparable type of land use on the above fee schedules.
 - b. If the requirement to pay an impact fee or the amount of such fee is unclear, the city manager shall interpret the impact fee schedule for a feepayer upon request by a feepayer.

The city manager shall be guided in the selection of a comparable type of land use or in the interpretation of the fee schedule by the impact fee methodology report and supporting documents for that report, the city comprehensive plan, supporting documents of the city comprehensive plan, and the city zoning ordinance.
- (3) In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a building permit, the impact fee shall be based upon the net positive increase in the impact fee for the new use as compared to the previous use. The city manager shall be guided in this determination by the sources and agencies listed above.

- (b) If a feepayer opts not to have the impact fee determined according to paragraph (a) of this section, then the feepayer shall prepare and submit to the manager an independent fee calculation study for the land development activity for which a building permit is sought. The documentation submitted shall be the basis upon which the independent fee calculation was made. The city manager shall consider the documentation submitted by the feepayer but is not required to accept such documentation as he/she shall reasonably deem to be inaccurate or not reliable and may, in the alternative, require the feepayer to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the feepayer shall pay impact fees based upon the schedules shown in paragraph (a) of this section. If an acceptable independent fee calculation study is presented, the city manager may adjust the fee to that appropriate to the particular development. Determinations made by the city manager pursuant to this paragraph may be appealed to the city commission by filing a written request with the city clerk within ten (10) days of the city manager's written determination.

(Ord. No. 2005-2, § 7, 3-1-05)

ORDINANCE 2017-19

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, COMMUNITY DEVELOPMENT, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, POLICE, SANITATION, STORMWATER, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2017/2018; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, each year fees are reviewed and revised to ensure that the cost of providing services is fully covered by an appropriate user fee; and

WHEREAS, the fees for the Airport, Cemetery, City Clerk's Office, City Manager's Office, Community Development, Fire, Golf Course, Marina, Parks and Recreation, Police, Sanitation, Stormwater, Wastewater, Water, and Impact Fees have been reviewed and revised based on the cost to provide the services and facility rentals.

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

SECTION 1. The City Commission hereby approves the amended Master Fee Schedule, attached hereto as Exhibit "A," consisting of the Airport, Cemetery, City Clerk's Office, City Manager's Office, Community Development, Fire, Golf Course, Marina, Parks and Recreation, Police, Sanitation, Stormwater, Wastewater, Water, and Impact Fees, excluding Water and Sewer Impact Fees for Fiscal Year 2017/2018.

SECTION 2. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall take effect October 1, 2017.

ADOPTED this 19th day of September, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Commissioner – Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

AIRPORT:

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Ground Lease Rental Rate (annually)		
Aeronautical		
North Area unimproved land with utilities available	\$0.20	\$0.20
North Area improved land, site ready with utilities available	\$0.22	\$0.22
East Area unimproved land with utilities available	\$0.20	\$0.20
East Area improved land with utilities available	\$0.22	\$0.22
East Area improved land to include taxi lane/roadway and utilities available	\$0.25	\$0.25
Non-Aeronautical		
North or East Area unimproved land with utilities available	\$0.30	\$0.30
North or East Area improved land with utilities available	\$0.35	\$0.35
Existing Commercial Facility Rental Rate		
Commercial Hangar Space	\$3.00	\$3.00
Professional Office Space	\$10.00	\$10.00

NOTE: All fees and rents plus applicable state sales tax and any required applicable ad valorem taxes.

FBO and SASO Fee Schedule

Facility Leasehold (FBO or SASO)		
Requires lease, monthly facility rent per square foot and leaseholder provides improvements within facility.	Facility Rent Charge or as negotiated	
Ground Leasehold (FBO or SASO)		
Requires lease, monthly ground rent per square foot based on land area rented and leaseholder provides improvements on land.	Facility Rent Charge or as negotiated	
Sublease to FBO		
Aeronautical Sublease as specifically permitted under FBO Lease – agreement between the FBO and sub-lessee and requires City approval	Included in FBO lease	
Aeronautical Sublease but not specifically permitted under FBO Lease – for sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between the FBO and SASO sub-lessee. The sub-lessee SASO must meet Airport Minimum Standards for Commercial Activities.	\$150.00/yr	\$150.00/yr
Non-Aeronautical Sublease if not specifically permitted under FBO lease – the sub-lessee requires approval and an agreement with the City in addition to any agreement between the FBO and sub-lessee. City would normally receive revenue from non-aeronautical sub-lease.	As negotiated	
Sublease to SASO by leasehold SASO		
Must meet Airport Minimum Standards for Commercial Activities for the SASO to be operated. The sub-lessee SASO requires an annual airport operating permit and approval from the City in addition to agreement between SASO leasehold and SASO sub-lessee	\$150.00/yr	\$150.00/yr

	Current Fee:	Proposed Fee:
Independent Aeronautical Operator or Mobile Service Provider With Employees and/or advertises via signs, website, publications, or telephone directory		
This is a business and requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities.	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider Doing Annual Business on the Airport		
Either full time presence as a tenant or local based operator or occasional or part-time presence – requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. Example: Free-lance flight instructor.	\$150.00/yr	\$150.00/yr
Independent Aeronautical Operator or Mobile Service Provider Who Does Five (5) Days or Less of Annual Business on the Airport to no more than One (1) Airport Client		
Requires an annual airport operating permit and approval from the City. Must meet the applicable Airport Minimum Standards for Commercial Activities. NOTE: client must be specifically named	\$50.00/yr*	\$50.00/yr*
<i>NOTE: The City desires to help an Independent Aeronautical Operator or Mobile Service Provider to establish a business, prosper and convert to a leasehold business. Operating as Independent Aeronautical Operator/Mobile Service Provider is allowed by the City only to assist in the establishment of a business toward becoming a leasehold tenant. Such operators/providers are not guaranteed continued operation if leasehold tenant is doing similar business on the airport.</i>		

*=Annual is January 1 - December 31 / Must obtain a City Business License

Note: Sales tax applies when Applicable

Special Use Permit (non based aircraft)

Banner Pickup	\$300.00/yr*	\$300.00/yr*
Flight Training or other non-transit commercial use	\$300.00/yr*	\$300.00/yr*
Balloon/Blimp Mooring – Per Visit (up to five days)	\$135.00	\$135.00
Balloon/Blimp Mooring – Each Additional Day	\$25.00	\$25.00

NOTE: Requires evidence of insurance, appropriate equipment and appropriate licenses

Ultralight Aircraft Permit

Registration and Facility Use Permit	\$110.00/yr*	\$110.00/yr*
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Aircraft Tie-down Fee for City Owned Ramp Parking Area (self-handling required)

Single engine/helicopter	\$100.00/mo	\$100.00/mo
Multi-engine	\$150.00/mo	\$150.00/mo
Light Turbine Aircraft	\$250.00/mo	\$250.00/mo
Light Turbine Aircraft	\$25.00/day	\$25.00/day
Heavy Turbine Aircraft	\$450.00/mo	\$450.00/mo
Heavy Turbine Aircraft	\$45.00/day	\$45.00/day
Overnight parking, single engine/helicopter/multi-engine	\$10.00/night	\$10.00/night
Overnight parking turbine aircraft	\$20.00/night	\$20.00/night
Overnight Hangar Single Engine	\$30.00/night	\$30.00/night
Overnight Hangar Multi-Engine	\$40.00/night	\$40.00/night

Current Fee:

Proposed Fee:

Vehicle Parking/Storage Fee

Parking in the Airport long-term parking lot (paved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking up to 30 days. Any personal vehicle parking 30 consecutive days or longer requires registering with Airport Manager and a pre-pay charge of \$70 for each additional month or less and must be aviation user related. NOTE: storage/long term parking not permitted within airport perimeter fence.

term parking lot (paved parking lot) for a use related to aviation may be permitted for up to 15 days with registering with Airport Manager and a pre-pay charge of \$60. Longer term parking not to exceed a maximum of five (5) months MAY be permitted with registering and pre-pay charge of \$125 for each month or less. NOTE: storage/long term parking not permitted within airport

Parking in the Airport daily parking lot (unpaved lot) is at no charge for personal vehicle (not to exceed normal auto, SUV or small truck size) parking to not exceed 24 consecutive hours. Use of the long-term parking lot is required to park longer than 24 hours.

NOTE: improperly parked vehicles will be subject to tow at owner's expense.

Display Signage Fee at Airport Entrance	\$20.00/day or \$10.00 per side+	\$20.00/day or \$10.00 per side+
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+ Corresponds to the charge for use of other City signs

*= Annual is January 1 - December 31.

NOTE: Sales tax applies when applicable.

CITY CLERK'S OFFICE:

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Photocopies:</u>		
8½X 11	\$.15 per page	\$.15 per page
8½X 11 (Double-sided)	\$.20 per page	\$.20 per page
8½X 14	\$.15 per page	\$.15 per page
8½X 14 (Double-sided)	\$.20 per page	\$.20 per page
11 x 17	\$.25 per page	\$.25 per page
Certified Copies	\$1.00 per copy	\$1.00 per copy
CD	\$0.50	\$0.50
DVD	\$2.00	\$2.00
Cassette Tape	\$1.00	\$1.00
<u>Miscellaneous:</u>		
Public Records Request	Cost per page above	Cost per page above
Public Records Request Special Service Charge:		
Calculated when the nature or volume of requested public records is such to require extensive use of information technology resources, or extensive use of clerical or supervisory assistance, or both:	Actual Cost Incurred	Actual Cost Incurred
Beach Driving Permits	\$25.00	\$25.00

*(+/- City's cost)

CITY MANAGER'S OFFICE:

Horseback Riding Permits	\$25.00	\$25.00
<u>SPECIAL EVENTS</u>		
Special Events Permit	\$100.00	\$100.00
Special Event Late Fee	\$500.00	\$500.00
Banner Permit Fees (Centre and 8th / Lime and 8th, and Pole Banners)	\$50.00 for up to 3 locations	\$50.00 for up to 3 locations
Banner Hanging Fee (Centre and 8th)	\$75.00	\$75.00
Banner Hanging Fee (Lime and 8th)	\$50.00	\$50.00
Pole Banner Hanging Fee	\$10.00/pole	\$10.00/pole
Tent Permit	\$40.00 for up to 4 Tents	\$40.00 for up to 4 Tents
<u>Street Closures (downtown) Centre Street (Front- 5th)</u>		<u>\$500.00</u>
<u>Street Closures (downtown) Each Additional Block</u>		<u>\$100.00</u>
All Parking Lots	\$500.00 City \$625.00 Non-City	\$500.00 City \$625.00 Non-City
Barricades	\$4.00/barricade \$150.00, \$1 per linear foot,	\$4.00/barricade \$150.00, \$1 per linear foot,
Event Fencing	minimum 150 feet	minimum 150 feet
Cones	\$2.00/cone	\$2.00/cone
Water Usage for Parks	\$75.00/day City \$94.00/day Non-City	\$75.00/day City \$94.00/day Non-City
Power Usage Fee	\$75.00/day City \$94.00/day Non-City	\$75.00/day City \$94.00/day Non-City
Commercial running/biking events	\$5.00/person	\$5.00/person
Environmental Impact Fee	\$1,000.00	\$1,000.00

COMMUNITY DEVELOPMENT DEPARTMENT:**PLANNING –****Board of Adjustment**

Administrative Appeal	\$450.00	\$450.00
Variance	\$650.00	\$650.00

Historic District Council

Certificate of Approval: Staff	\$15.00	\$15.00
Certificate of Approval Board - Residential	\$150.00	\$150.00
Certificate of Approval Board - Commercial	\$200.00	\$200.00
Demolition of Primary Structure - Non-Contributing	\$300.00	\$300.00
Demolition of Primary Structure - Contributing	\$750.00	\$750.00
Variance	\$650.00	\$650.00
After-the-fact approval for Board C.O.A.	\$750.00	\$750.00
After-the-fact approval for Staff C.O.A.	\$50.00	\$50.00

Planning Advisory Board

Large Scale Future Land Use Map Amendment	\$1,600.00	\$1,600.00
Small Scale Future Land Use Map Amendment	\$850.00	\$850.00
Comprehensive Plan Text Amendment	\$850.00	\$850.00
Change of Zoning Designation: Large Scale	\$1,600.00	\$1,600.00
Change of Zoning Designation: Small Scale	\$850.00	\$850.00
Change of Use Determination Letter	\$50.00	\$50.00
Text Change to Land Development Code	\$850.00	\$850.00
Water/ Sewer Agreement	\$300.00	\$300.00
Voluntary Annexation	\$1,050.00	\$1,050.00
Development of Regional Impact: Amend Development Order	\$1,000.00	\$1,000.00
Development of Regional Impact: New Application	\$5,000.00	\$5,000.00
Re-Plat / Preliminary Plat	\$750.00	\$750.00
Re-Plat / Final Plat	\$850.00	\$850.00
Vacate/ Open Public right-of-way	\$850.00	\$850.00
Telecommunication Towers	\$200.00	\$200.00
Application Fee for Each Revision to PAB Applications (offset of additional display ad fees)	\$300.00	\$300.00

Technical Review Committee

TRC Engineering Review (consultant hourly rate)	\$125.00	\$125.00
TRC Staff Review Application Fee:	No fee for Pre-application submittals	No fee for Pre-application submittals
Initial Submittal + 2 resubmittals	\$400.00 + 2% of project constr. cost (max. \$3,000.00)	\$400.00 + 2% of project constr. cost (max. \$3,000.00)
3 rd and subsequent resubmittals	\$400.00	\$400.00

<u>Tree Removal Permit Fees</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Fees:</u>		
Base Fee, up to 3 trees	\$100.00	\$100.00
Each Additional Tree	\$35.00	\$35.00
Maximum Fee (less than 5 acres)	\$5,000.00	\$5,000.00
Maximum Fee (greater than 5 acres)	\$10,000.00	\$10,000.00
In Lieu Fee	\$85 per inch (based on planting a 3" tree = \$255)	\$85 per inch (based on planting a 3" tree = \$255)
<u>Zoning Review Permit</u>		
Non-structural fence	\$50.00	\$50.00
Exempted accessory structures (< 12' ridge ht, ≤ 150 s.f., non-aluminum)	\$50.00 (all others require General Building Permit + fees)	\$50.00 (all others require General Building Permit + fees)
Exempted Residential Deck (≤ 12" above grade and ≤ 150 s.f.)	\$50.00 (all others require General Building Permit + fees)	\$50.00 (all others require General Building Permit + fees)
After-the-Fact Zoning Permit	\$100.00	\$100.00
<u>Administrative</u>		
DEP Letter plus 1 Revision	\$100.00	\$100.00
DEP Letter – 2nd and later Revisions	\$25.00	\$25.00
Zoning sign off for alcoholic beverage license	\$25.00	\$25.00
Zoning Certification Letter	\$25.00	\$25.00
Due Diligence Letter	\$250.00	\$250.00
Minor Subdivision/ Lot Line Adjustment	\$400.00	\$400.00
Context Sensitive Review Determination	\$250.00	\$250.00
NSF Check Fee	\$40.00	\$40.00
<u>Plan Copies</u>		
Hard Copy of Comprehensive Plan	\$25.00	\$25.00
Land Development Code	\$35.00	\$35.00
CRA Design Guidelines	\$25.00	\$25.00
Design Guidelines for Downtown or Old Town	\$25.00	\$25.00
Oversize Building plans (for delivery to copier)	\$25.00 flat fee + cost of copies	\$25.00 flat fee + cost of copies
<u>Maps</u>		
Map: 8 ½ x 11	\$2.00	\$2.00
Map: 11 x 17	\$5.00	\$5.00
Map: 17 x 22	\$10.00	\$10.00
Map: 24 x 36	\$20.00	\$20.00
Map: 34 x 44	\$40.00	\$40.00
Additional Map copies	1/2 Price	1/2 Price
SHAPE Files	\$35.00	\$35.00
<u>Miscellaneous Fees</u>		
Administrative Waiver	\$200.00	\$200.00
Traffic Concurrency (NEFRPC)	\$900.00-\$1,100.00	\$900.00-\$1,100.00
Amendment to Development Order	1/2 of original app. Fee	1/2 of original app. Fee

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Planning/Zoning Construction Plan Review	\$50.00	\$50.00
Parking in Lieu Fee	\$1,500.00	\$1,500.00
<u>Temporary Use</u>		
As provided in LDC Section 5.02.00		
Seasonal Sales	\$100.00	\$100.00
Movable Module Storage Units (PODs) (15 day permit)	\$25.00	\$25.00
Construction Trailer / Model Home / Sales Office	\$100.00	\$100.00
Tent Permit (includes Seasonal Fee + Tent Fee + Fire Marshal Fee)	\$100.00 + \$35.00 + \$25.00	\$100.00 + \$35.00 + \$25.00
<u>BUILDING-</u>		
<u>Administrative</u>		
Letters of code determination for building or code/administrative issues provided by the Building Official	\$50.00	\$50.00
Certificate of Occupancy re-issuance for existing structures (inspection required)	\$25.00	\$25.00
Flood Zone Determination Letter	\$25.00	\$25.00
Extended Downtown Public Parking Permit for permitted construction projects	\$15.00/day or \$75.00/week	\$15.00/day or \$75.00/week
NSF Check Fee	\$40.00	\$40.00
Renew expired/revoked permit	25% of original permit fee	25% of original permit fee
Oversize Building plans (for drop-off to Printer)	\$15.00 flat fee + cost of copies	\$15.00 flat fee + cost of copies
<u>Building Code, residential/commercial:</u>		
Jobs less than \$1,000 (no plan review and non-structural)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
Driveway Permit	\$35.00	\$35.00
<u>Remodeling</u>		
Jobs less than \$1,000 (no plan review and non-structural)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Plan Review</u>	50% of Building Permit cost	50% of Building Permit cost
<u>Foundation Only Permit (no deduction from permit fee)</u>	25% of Building Permit cost	25% of Building Permit cost
<u>Fence (structural)</u>		
First \$1,000 of job cost	\$50.00	\$50.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Roofing residential/commercial</u>		
Roofing permits for new construction are separate from the building permit		
Exemption: 1 Sq does not require a permit		
Re-roofing or New Roof (all materials)		

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
First \$2,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Misc Permits</u>		
Siding up to 10 sq. (over \$1000.00 cost revert to permit schedule fee)	\$80.00 80.00 + 7.00 each additional \$1000	\$80.00 80.00 + 7.00 each additional \$1000
Pre-fab Accessory structures (between 151 SF to 250 SF non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee
Pre-fab Accessory structures (between 250 SF + non-aluminum)	Per ICC Data + Plan Review Fee	Per ICC Data + Plan Review Fee
After the Fact fee - up to 4 times the Building Permit Fee only		
<u>Plan Revision</u>		
Minimum for up to 3 sheets Per Page	\$25.00	\$25.00
Plus for each sheet over 3	\$5.00	\$5.00
<u>Pre-Review</u>		
Residential	\$150.00	\$150.00
Commercial	\$250.00	\$250.00
<u>Site Infrastructure</u>		
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
Fire or Storm Damage Determination for power reconnection	\$35.00	\$35.00
Stocking Permit (no occupancy merely stocking merchandise/inventory)	\$50.00	\$50.00
<u>Grade, Excavate & Fill</u>		
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Construction Trailer Inspection</u>	\$100.00	\$100.00
<u>Demolition</u>		
Up to \$2,000 job cost	\$100.00	\$100.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Electrical Code</u>		
Single Phase:		
Below 100 Amps	\$60.00	\$60.00
100 Amps	\$70.00	\$70.00
150 Amps	\$80.00	\$80.00
200 Amps	\$90.00	\$90.00
300 Amps	\$105.00	\$105.00
400 Amps	\$115.00	\$115.00
600 Amps	\$125.00	\$125.00
800 Amps	\$140.00	\$140.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
1000 Amps	\$200.00	\$200.00
Three Phase:		
0-150 Amps	\$155.00	\$155.00
151-200 Amps	\$165.00	\$165.00
201-400 Amps	\$195.00	\$195.00
401-600 Amps	\$255.00	\$255.00
601-800 Amps	\$295.00	\$295.00
801-1000 Amps	\$325.00	\$325.00
Interior Wiring or Rewiring:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00
Interior Wiring or Rewiring Low Voltage:		
Residential	\$50.00	\$50.00
Commercial	\$50.00	\$50.00
Changeout/Repair - Same Amperage:		
Residential	\$80.00	\$80.00
Commercial	\$100.00	\$100.00
Swimming Pool Wiring:		
Residential	\$50.00	\$50.00
Commercial	\$100.00	\$100.00
Reconnect of Disconnected Service	\$75.00	\$75.00
Temporary Pole	\$75.00	\$75.00
Electrical Safety Inspection (structures without power > 6 months or if requested by utilities)	\$50.00	\$50.00
<u>Gas Code</u>		
-Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Installation of tanks	\$75.00	\$75.00
<u>Mechanical Code</u>		
-Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus for each additional \$1,000 of job cost	\$7.00	\$7.00
<u>Plumbing Code</u>		
Jobs less than \$1,000 (no plan review and requiring only 1 inspection)	\$50.00	\$50.00
First \$1,000 of job cost	\$80.00	\$80.00
Plus:		
Each roughed or plugged waste outlet	\$7.00	\$7.00
Each fixture or appliance set on new or old roughed	\$7.00	\$7.00
Floor, area, or similar drain, or other interceptor or trap	\$7.00	\$7.00
Bar, soda fountain, or similar drain	\$7.00	\$7.00
Condensation tank or similar device	\$4.00	\$4.00
Air conditioning apparatus	\$3.00	\$3.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Rainwater leader, cast iron on storm sewer	\$4.00	\$4.00
Water heater, boiler or storage tank, all types	\$5.00	\$5.00
Solar or similar run water heating system	\$50.00	\$50.00
Swimming pool:		
Residential (in-ground)	\$80.00	\$80.00
Residential (above-ground)	\$80.00	\$80.00
Commercial	\$175.00	\$175.00
Steam or hot water heating system boiler old or new	\$25.00	\$25.00
Pressing machine and/or steam boiler connection	\$25.00	\$25.00
Hose faucet/bib	\$5.00	\$5.00
Sump pump	\$5.00	\$5.00
Ice maker, coffee urn, water supplied appurtenances, and the like	\$6.00	\$6.00
<u>Re-inspection Fees</u>		
Fee for all permit types listed:		
First	\$35.00	\$35.00
Second	\$70.00	\$70.00
Third	\$140.00	\$140.00
<u>Building Permit Refunds</u>		
Prior to 1st Inspection (not including Notice of Commencement)	50% of fee	50% of fee
After 1st Inspection	No Refund	No Refund
<u>BUSINESS/CODE ENFORCEMENT</u>		
Dining with Dogs		
Dining with Dogs Initial Permit	\$40.00 one time fee	\$40.00 one time fee
Duplicate Copy of Dining with Dogs Permit	\$25.00	\$25.00
<u>Lien Letters</u>		
Regular request (within 5 business days)	\$20.00	\$20.00
Rush request (within 48 business hours)	\$40.00	\$40.00
<u>Local Business Tax Receipt</u>		
LBTR Fees	See Code Section 74-80	See Code Section 74-80
Duplicate LBTR	\$5.00	\$5.00
Penalty for opening a business without application of LBTR	\$250.00 + cost of LBTR	\$250.00 + cost of LBTR
<u>Resort Rental Dwelling Permit</u>		
New application	\$300.00	\$300.00
Annual Renewal	\$200.00	\$200.00
Duplicate Permit	\$5.00	\$5.00
Yearly Inspection	\$150.00	\$150.00
Penalty for Short Term Rental without a Permit	\$1,000.00	\$1,000.00

<u>Right of Way Encroachment</u>	<u>Current Fee:</u> \$35.00 annually	<u>Proposed Fee:</u> \$35.00 annually
<u>Right of Way Use Permits</u>		
Underground Cable	\$50.00	\$50.00
Poles (each)	\$5.00	\$5.00
Paved Pavement Cuts	\$100.00	\$100.00
Unpaved Pavement Cuts	\$50.00	\$50.00
Jack and Bore	\$100.00	\$100.00
Landscaping	\$35.00	\$35.00
<u>Right of Way Removal Fee - Unpermitted Items in ROW</u> (not including signs)	\$100.00 flat fee	\$100.00 flat fee
<u>Signs</u>		
Value of sign:		
\$0-\$100.00	\$60.00	\$60.00
\$101.00-\$500.00	\$70.00	\$70.00
\$501.00-\$1,000.00	\$80.00	\$80.00
plus for each \$1,000.00	\$7.00	\$7.00
30-Day Temporary Banner	\$30.00	\$30.00
Pickup of Illegal Signs	\$25.00	\$25.00
Centre Street Directional Sign	\$20.00	\$20.00
<u>Vehicle for Hire</u>		
Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 initial application per vehicle	\$150.00 initial application per vehicle
Renewals for Vehicle for Hire: Fernandina Beach-based or Not Permitted by Another Jurisdiction (Medallion, Drivers ID Card, and Permit per vehicle/per driver)	\$150.00 annually per vehicle	\$150.00 annually per vehicle
Vehicle for Hire: Permitted in another jurisdiction (registration and medallion)	\$75.00 initial application per vehicle	\$75.00 initial application per vehicle
Renewals for Vehicle for Hire: Permitted in another jurisdiction (registration and medallion)	\$75.00 per vehicle annually	\$75.00 per vehicle annually
Driver ID Card	\$50.00 per driver annually	\$50.00 per driver annually
Duplicate Medallion	\$40.00 per vehicle	\$40.00 per vehicle
Duplicate Permit	\$35.00 per vehicle	\$35.00 per vehicle
Duplicate Driver ID Cards	\$35.00 per driver	\$35.00 per driver
<u>Street Performers</u>		
Individual or Group	\$300.00	\$300.00
Renewals	\$300.00 annually	\$300.00 annually
<u>Street Artist</u>	\$300.00	\$300.00
Renewals	\$300.00 annually	\$300.00 annually

Fire Department

Permits and Fees: A fee in accordance with the following schedule shall be paid to the Community Development Department at the time of permit issuance for:

- | | |
|---|--|
| (1) Renewable Permit | (4) Other Service |
| (2) Installation, Removal, or Alteration Permit | (5) Hazardous Materials Storage Permit |
| (3) Activity Permit | |

Such fees shall not be refunded upon failure of an application to receive the permit. Failure to apply for necessary permits or service can result in an order from the fire marshal to obtain a permit or service.

(1) Permit Fees. When a permit is required pursuant to NFPA 1 of the Florida Fire Prevention Code the fees in Table F-1 shall be paid.

Table F-1	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Aircraft Fuel Servicing	\$50.00	\$50.00
Aircraft Hangars	\$50.00	\$50.00
Aircraft Refueling Vehicles	\$50.00	\$50.00
Asbestos Removal	\$100.00	\$100.00
Automatic Fire Suppression System	\$50.00	\$50.00
Automobile Wrecking Yards	\$50.00	\$50.00
Automotive Fuel Servicing	\$50.00	\$50.00
Battery System	\$50.00	\$50.00
Candles, Open Flames and Portable Cooking	\$50.00	\$50.00
Combustible Fibers	\$100.00	\$100.00
Combustible Material Storage	\$100.00	\$100.00
Commercial Rubbish-Handling Operation	\$100.00	\$100.00
Compressed Gasses	\$100.00	\$100.00
Consumer Sparklers	\$100.00	\$100.00
Covered Mall Buildings	\$50.00	\$50.00
Cryogenics	\$100.00	\$100.00
Cutting and Welding Operations	\$50.00	\$50.00
Display Fireworks	\$100.00	\$100.00
Dry Cleaning Plants	\$50.00	\$50.00
Dust Producing Operations	\$100.00	\$100.00
Explosives	\$100.00	\$100.00
Fire Apparatus Access Roads	\$25.00	\$25.00
Fire Hydrants and Water Control Valves	\$25.00	\$25.00
Fire Pumps and Related Equipment	\$60.00	\$60.00
Flame Effects	\$100.00	\$100.00
Flammable and Combustible Liquids	\$100.00	\$100.00
General Storage	\$25.00	\$25.00
Grandstands, Bleachers, and Folding and Telescopic Seating	\$25.00	\$25.00
Hazardous Materials	\$100.00	\$100.00
High Piled Combustible Storage	\$50.00	\$50.00
Hot Work Operations	\$50.00	\$50.00
Industrial Ovens and Furnaces	\$50.00	\$50.00
Laboratories	\$100.00	\$100.00
Liquefied Petroleum Gases	\$50.00	\$50.00
Liquid or Gas-Fueled Vehicles	\$50.00	\$50.00
Lumberyards & Woodworking Plants	\$50.00	\$50.00
Marine Craft Fuel Servicing	\$50.00	\$50.00
Membrane Structures, Tents and Canopies (Up to 4, same applicant)	\$25.00	\$25.00
Oil and Gas-fueled Heating Appliances	\$5.00	\$5.00
Open Burning	\$200.00	\$200.00
Open Fires	\$100.00	\$100.00

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Outside Storage of Tires	\$50.00	\$50.00
Oxidizers	\$100.00	\$100.00
Parade Floats	\$25.00	\$25.00
Places of Assembly	\$100.00	\$100.00
Private Fire Hydrants	\$50.00	\$50.00
Pre-engineered System	\$50.00	\$50.00
Repair Garages and Service Stations	\$50.00	\$50.00
Solvent Extraction	\$50.00	\$50.00
Spraying or Dipping Flammable Finishes	\$100.00	\$100.00
Standpipe Systems / Underground	\$100.00	\$100.00
Special Outdoor Events, Carnivals, and Fairs	\$50.00	\$50.00
Tar Kettles	\$50.00	\$50.00
Tire Storage	\$50.00	\$50.00
Torch Applied Roofing Operation	\$50.00	\$50.00
Wildland Fire-Prone Operation	\$50.00	\$50.00
Wood Products	\$50.00	\$50.00

(2) Plan Review/Inspection Fees. When an inspection or plan review is conducted by the Fire Department to ensure proper design, installation, or permit compliance, the following fees in Table F-2 shall apply.

Table F-2

Site Plan Review (Technical Review Committee)	\$100.00	\$100.00
General Commercial Plan Review (including rough and final inspections)	45% of the bldg permit fee	45% of the bldg permit fee
Fire Alarm System Review		
Min. fee including 10 devices	\$60.00	\$60.00
System with > 10 devices	\$60.00 + \$1.50/add. device	\$60.00 + \$1.50/add. device
Fire Sprinkler System Review		
Min. fee including up to 50 heads	\$80.00	\$80.00
System with > 50 heads	\$80.00 + \$1.00/add. head	\$80.00 + \$1.00/add. head
Other Trades:		
Ventilation Control Systems Review (Fire Hoods)	\$60.00	\$60.00
Automatic Fire Suppression System Review (Fire Hoods)	\$60.00	\$60.00
L.P. Gas / Natural Gas Installation Review	\$50.00	\$50.00
Flammable/Combustible Liquid Installation Review	\$50.00	\$50.00
Temporary Tank Installation/Review	\$50.00	\$50.00
<i>Penalty for starting work w/out a Fire Marshal permit</i>	<i>2 X permit fee</i>	<i>2 X permit fee</i>
Re-submittals		
<i>1st re-submittal</i>	<i>No charge</i>	<i>No charge</i>
<i>2nd re-submittal</i>	<i>\$110.00</i>	<i>\$110.00</i>
<i>3rd re-submittal</i>	<i>4 X original</i>	<i>4 X original</i>
Re-inspection		
<i>1st re-inspection</i>	<i>\$55.00</i>	<i>\$55.00</i>
<i>Each additional thereafter</i>	<i>\$110.00</i>	<i>\$110.00</i>
After hours, weekend, or holiday inspections		
<i>2 hr. Min. fee paid in advance</i>	<i>\$110.00</i>	<i>\$110.00</i>
<i>Additional hourly fee</i>	<i>\$55.00</i>	<i>\$55.00</i>
Local Business Tax Receipt (LBTR) Inspection	\$25.00	\$25.00
Annual, Periodic & Mandated State Inspections (Group homes, daycare, counseling centers, restaurants, gas stations, etc.)	\$50.00 min.	\$50.00 min.
Facility > 3,000 sq ft	\$50.00+ \$7.00/1,000 sq ft \$300.00 Max.	\$50.00+ \$7.00/1,000 sq ft \$300.00 Max.
Address Assignment	\$10.00	\$10.00

Current Fee:**Proposed Fee:**

(3) Activity Permits. An inspection and plan review is required by the Fire Department to ensure proper design, installation, or permit compliance. A separate permit for a specific period of time shall be obtained for each location where such activities are performed; the activities and fees in Table F-3 shall apply.

Table F-3

Special Event Fire & Lifesafety Inspection	\$25.00	\$25.00
Carnivals and Fairs	\$50.00	\$50.00
Exhibit and Trade Shows	\$50.00	\$50.00
Pyrotechnics before a proximate audience	\$100.00	\$100.00
Pyrotechnic Location Plan Review	\$50.00	\$50.00
Temporary Sale of Sparklers Plan Review	\$50.00	\$50.00

(4) Fees for Other Services. When other services by the Fire Department are requested or required, the fees in Table F-4 shall be paid.

Table F-4

Fire/Rescue Standby Fee (Special Event)	3 Hour Minimum (for personnel)	3 Hour Minimum (for personnel)
Fire Engine	\$50.00/hr	\$50.00/hr
Rescue Unit	\$40.00/hr	\$40.00/hr
Personnel (Firefighter/Paramedic/EMT)	\$30.00/hr	\$30.00/hr

Ocean Rescue Lifeguard Standby

Ocean Rescue Lifeguard	2 Guard - 3 Hour Minimum	2 Guard - 3 Hour Minimum
	\$15.00/hr	\$15.00/hr

1 guard/35 swimmers during events

EMS Transport Billing

Basic Life Support (BLS)	\$470.00	\$470.00
Advanced Life Support (ALS) 1	\$635.00	\$635.00
Advanced Life Support (ALS) 2	\$660.00	\$660.00
Mileage	\$10.00/mile	\$10.00/mile

(5) Annual Hazardous Materials Storage Permit Fee. The annual fee is \$100.00 per facility based on hazardous materials stored and identified by Code.

Table F-5

Annual Hazardous Materials Storage Permit Fee	\$100.00	\$100.00
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FERNANDINA BEACH GOLF CLUB:

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
<u>Daily Fees</u>				
Member Walk Fee (Per 9)	\$4.00	\$4.28	\$4.00	\$4.28
Member Walk Fee (Per 18)	\$8.00	\$8.56	\$8.00	\$8.56
<u>Daily Greens Fees</u>				
Junior Green Fee (Per 18)	\$12.00	\$12.84	\$12.00	\$12.84
Junior Green Fee (Per 9)	\$6.00	\$6.42	\$6.00	\$6.42
Weekday (Per 9)	\$15.00	\$16.05	\$15.00	\$16.05
Weekday (Per 18)	\$19.00	\$20.33	\$19.00	\$20.33
Weekend (Per 9)	\$20.00	\$21.40	\$20.00	\$21.40
Weekend (Per 18)	\$24.00	\$25.68	\$24.00	\$25.68
<u>Driving Range</u>				
Small	\$3.74	\$4.00	\$3.74	\$4.00
Medium				
Large	\$6.54	\$7.00	\$6.54	\$7.00
<u>Club Rentals</u>				
Junior	\$15.00	\$16.05	\$15.00	\$16.05
9 Holes	\$20.00	\$21.40	\$20.00	\$21.40
18 Holes	\$30.00	\$32.10	\$30.00	\$32.10
<u>Membership (A)</u>				
Reserve tee times 14 days prior to playing				
\$20.00 member fee (18 holes)				
\$15.00 Twilight Member Fee				
• \$10.00 member fee (9 holes)				
• \$8.00 walking fee (18 holes)				
• \$4.00 walking fee (9 holes)				
20% off non-sale items in Pro Shop (Soft Goods)				
10% off non-sale items in Pro Shop (Hard Goods)				
10% off Food & Beverage				
2 Free Guest Passes				
50% off Range Balls				
Monthly Member Loyalty Calendar				
Member Event Calendar				
Junior / City Resident (Annual)	\$125.00	\$133.75	\$125.00	\$133.75
Senior / City Resident (Annual)	\$600.00	\$642.00	\$600.00	\$642.00

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
(Monthly dues)	\$52.00	\$55.64	\$52.00	\$55.64
Single / City Resident (Annual)	\$675.00	\$722.25	\$675.00	\$722.25
(Monthly dues)	\$57.00	\$60.99	\$57.00	\$60.99
Couple City Resident (Annual)	\$1,025.00	\$1,096.75	\$1,025.00	\$1,096.75
(Monthly dues)	\$89.00	\$95.23	\$89.00	\$95.23
Senior Couple City Resident (Annual)	\$925.00	\$989.75	\$925.00	\$989.75
(Monthly dues)	\$79.00	\$84.53	\$79.00	\$84.53
Junior / Non Resident (Annual)	\$175.00	\$187.25	\$175.00	\$187.25
Senior / Non Resident (Annual)	\$700.00	\$749.00	\$700.00	\$749.00
(Monthly dues)	\$64.00	\$68.48	\$64.00	\$68.48
Single / Non Resident (Annual)	\$775.00	\$829.25	\$775.00	\$829.25
(Monthly dues)	\$67.00	\$71.69	\$67.00	\$71.69
Couple Non Resident (Annual)	\$1,125.00	\$1,203.75	\$1,125.00	\$1,203.75
(Monthly dues)	\$99.00	\$105.93	\$99.00	\$105.93
Senior Couple Non Resident (Annual)	\$1,025.00	\$1,096.75	\$1,025.00	\$1,096.75
(Monthly dues)	\$89.00	\$95.23	\$89.00	\$95.23
(Monthly dues requires one year contract)				

Membership (B)

Beach Card	\$59.99	\$64.19	\$59.99	\$64.19
Reserve tee times 7 days in advance of playing				
18 holes/cart - \$29.00				
18 holes/cart after twilight (1 PM) - \$24.00				
18 holes walking - \$18.00				
9 holes/cart - \$20.00				
9 holes walking - \$12.00				

Membership (C)

Unlimited Golf	\$3,500.00	\$3,745.00	\$3,500.00	\$3,745.00
Unlimited Range Balls				
(Monthly)	\$280.00	\$299.60	\$280.00	\$299.60
(Monthly dues requires one year contract)				

Membership (D)

Player Development Program				
Unlimited Range Balls everyday				
\$14 cart fee only golf everyday after twilight				
Single (billed monthly)	\$29.99	\$32.09	\$29.99	\$32.09
Member Pricing (Unlimited Range balls) Annually	\$100.00	\$107.00	\$100.00	\$107.00

Cart Fees

	<u>Current Fee:</u>	<u>With 7% Tax</u>	<u>Proposed Fee:</u>	<u>With 7% Tax</u>
Cart Fee (Per 9)	\$10.00	\$10.70	\$10.00	\$10.70
Cart Fee (Per 18)	\$20.00	\$21.40	\$20.00	\$21.40

Employee Fees

City Employee Fee (Per 9)	\$11.00	\$11.77	\$11.00	\$11.77
City Employee Fee (Per 18)	\$20.00	\$21.40	\$20.00	\$21.40
City Employee Walking Fee (per 9)	\$4.00	\$4.28	\$4.00	\$4.28

All regular full-time employees and retired employees with 25 years of service are eligible to play golf (w/cart) at the City Course with a surcharge per eighteen holes played. This privilege is subject to availability.

Banquet Facility Rental:

Up to 50 People	\$300.00	\$321.00	\$300.00	\$321.00
51 to 100 people	\$400.00	\$428.00	\$400.00	\$428.00
Over 100 people	\$500.00	\$535.00	\$500.00	\$535.00

Conference Room:

½ day rental (4 hours or less)	\$50.00	\$53.50	\$50.00	\$53.50
Full day (4 hours more)	\$100.00	\$107.00	\$100.00	\$107.00

Dance Floor

	\$150.00	\$160.50	\$150.00	\$160.50
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Ceremony Fee

	\$500.00	\$535.00	\$500.00	\$535.00
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FERNANDINA HARBOR MARINA:

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
<u>Recreational Vessel Dockage Rates:</u>		
Daily – Internal Slips	\$ 1.25/foot	\$ 1.25/foot
Daily – Breakwater	\$ 2.00/foot	\$ 2.00/foot
Short-Term/Hourly	\$ 0.20/foot/3hour	\$ 0.20/foot/3hour
Weekly – Internal Slips	\$ 6.50/foot	\$ 6.50/foot
Weekly – Breakwater	\$10.50/foot	\$10.50/foot
Monthly - Internal Slips	\$13.50/foot	\$13.50/foot
* Breakwater	\$16.75/foot	\$16.75/foot
<i>*Breakwater monthly dockage is only available in the off-season (to be determined by Marina)</i>		

Mooring Fees:

Daily:	\$ 20.00/vessel	\$ 20.00/vessel
Weekly:	\$ 105.00/vessel	\$ 105.00/vessel
Monthly:	\$ 360.00/vessel	\$ 360.00/vessel

Commercial Vessels Premium:

(A commercial vessel is defined as a vessel registered as a commercial vessel and/or picking up 10% premium charged on all categories of dockage

Commercial Access Fee (for daily, pick-up and drop-off):

Daily dockage rate PLUS Access Fee as follows:

Vessels up to 45 feet	\$15.00/per day	\$15.00/per day
Vessels 46 feet and over	\$ 2.25/foot/per day	\$ 2.25/foot/per day
Annual dockage rate for Vessels up to 45 feet	\$60.00	\$1,200.00 per fiscal year

Live Aboard:

Monthly (two-person maximum)	\$200.00/month	\$200.00/month
Additional cost per person	\$100.00/month	\$100.00/month

Dingy Dockage:

(Vessels up to 10 feet maximum)

Dockage Only

With Showers

With Captain's Lounge Access ADD

Current Fee:

Daily

\$3.00

\$7.00

\$10.00

Weekly

\$15.00

\$35.00

\$50.00

Monthly

\$50.00

\$90.00

~~\$145.00~~**Proposed Fee:**

Daily

\$3.00

\$7.00

\$10.00

Weekly

\$15.00

\$35.00

\$50.00

Monthly

\$50.00

\$90.00

N/A**Utilities:****ELECTRICITY**

Daily

Weekly

Monthly

Live-Aboard

Current Fee:**110volt/30amp**

\$5.00

\$30.00

Per Meter

Per Meter

220v/50a

\$10.00

\$60.00

Per Meter

Per Meter

Proposed Fee:**110volt/30amp**

\$5.00

\$30.00

Per Meter

Per Meter

220v/50a

\$10.00

\$60.00

Per Meter

Per Meter

Merchandise/Docking Agreement/Events:

The City Manager or his designee shall be authorized, and is responsible for the establishment of operational procedures for marina services, merchandise, and berthing agreements that are not otherwise provided herein, including the following:

1. Fuel prices and quantity discounts;
2. Concession and mooring pricing;
3. Dockage and mooring agreements and seasonal discount pricing;
4. Special events, holidays, and high demand daily and weekly dockage and mooring pricing;
5. Special commercial activity, not defined in the standard fees;
6. Merchandise pricing and incentive discount pricing;
7. Live-aboard surcharge;
8. All other items not specifically addressed herein, necessary for the effective and profitable

SECTION 1.

Vessels will be assessed, and shall pay, the approved fees and rates as described herein, unless otherwise exempted by the City Commission with a franchise agreement.

SECTION 2.

All dockage and mooring rates and fees shall be determined increase annually, based on the CONSUMER PRICE INDEX (CPI), Southern Region. All other fees, (including, but not limited to electricity) shall be increased based on current market and economic conditions.

PARKS AND RECREATION

Program:

Current Fee:

Proposed Fee:

AQUATICS

Pool

Daily public swim:

\$3.00 City

\$3.00 City

\$5.00 Non-City

\$5.00 Non-City

Daily lap swim

\$3.00 City

\$3.00 City

\$5.00 Non-City

\$5.00 Non-City

Individual **monthly** pool pass

\$30.00 City

\$30.00 City

\$38.00 Non-City

\$38.00 Non-City

Couples **monthly** pool pass

\$50.00 City

\$50.00 City

\$63.00 Non-City

\$63.00 Non-City

Family **monthly** pool pass

\$65.00 City

\$65.00 City

\$81.00 Non-City

\$81.00 Non-City

Individual **4 month** pool pass

\$90.00 City

\$90.00 City

\$113.00 Non-City

\$113.00 Non-City

Couples **4 month** pool pass

\$150.00 City

\$150.00 City

\$188.00 Non-City

\$188.00 Non-City

Family **4 month** pool pass

\$195.00 City

\$195.00 City

\$244.00 Non-City

\$244.00 Non-City

Individual **12 month** pool pass

\$225.00 City

\$225.00 City

\$281.00 Non-City

\$281.00 Non-City

Couple **12 month** pool pass

\$375.00 City

\$375.00 City

\$469.00 Non-City

\$469.00 Non-City

Family **12 month** pool pass

\$488.00 City

\$488.00 City

\$610.00 Non-City

\$610.00 Non-City

Pool Rental

Private pool rental, 2hrs

City \$90.00 (\$35.00 each addl. Hr) 1 guard

City \$90.00 (\$35.00 each addl. Hr) 1 guard

City \$110.00 (\$45.00 each addl. Hr) 2 guards

City \$110.00 (\$45.00 each addl. Hr) 2 guards

City \$130.00 (\$55.00 each addl. Hr) 3 guards

City \$130.00 (\$55.00 each addl. Hr) 3 guards

Private pool rental, 2hrs

Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard

Non-City \$113.00 (\$46.00 each addl. Hr) 1 guard

Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards

Non-City \$138.00 (\$59.00 each addl. Hr) 2 guards

Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards

Non-City \$163.00 (\$71.00 each addl. Hr) 3 guards

Swim Lessons

Swim lessons, levels 1 and 2 and stroke clinics (1 wk.)

\$40.00 City

\$40.00 City

\$50.00 Non-City

\$50.00 Non-City

Swim lessons, levels 3 and 4 (2 wks.)

\$55.00 City

\$55.00 City

\$68.00 Non-City

\$68.00 Non-City

Private swim lessons, 1 session

\$25.00 City

\$25.00 City

Program:

Private swim lessons, 4 sessions

Current Fee:

\$31.00 Non-City

\$75.00 City

\$94.00 Non-City

Proposed Fee:

\$31.00 Non-City

\$75.00 City

\$94.00 Non-City

Aquatic Camps**Water Aerobics**

Daily water aerobics, 1 class

\$5.00 City

\$6.00 Non-City

\$5.00 City

\$6.00 Non-City

Monthly water aerobics (1 class per day, any class)

\$50.00 City

\$63.00 Non-City

\$50.00 City

\$63.00 Non-City

Monthly water aerobics (2 classes per day, any classes)

\$65.00 City

\$81.00 Non-City

\$65.00 City

\$81.00 Non-City

Monthly water aerobics, MW pm classes only

\$30.00 City

\$38.00 Non-City

\$30.00 City

\$38.00 Non-City

POOL/WEIGHT ROOM COMBINATIONS

Fitness-Weight Room/Pool Pass 1 Month Individual

\$45.00 City

\$56.00 Non-City

\$45.00 City

\$56.00 Non-City

Fitness-Weight Room/Pool Pass 1 Month Couple

\$65.00 City

\$74.00 Non-City

\$65.00 City

\$74.00 Non-City

Fitness-Weight Room/Pool Pass 1 Month Family

\$85.00 City

\$105.00 Non-City

\$85.00 City

\$105.00 Non-City

Fitness-Weight Room/Pool Pass 4 Month Individual

\$135.00 City

\$169.00 Non-City

\$135.00 City

\$169.00 Non-City

Fitness-Weight Room/Pool Pass 4 Month Couple

\$225.00 City

\$281.00 Non-City

\$225.00 City

\$281.00 Non-City

Fitness-Weight Room/Pool Pass 4 Month Family

\$275.00 City

\$344.00 Non-City

\$275.00 City

\$344.00 Non-City

Fitness-Weight Room/Pool Pass 12 Month Individual

\$338.00 City

\$423.00 Non-City

\$338.00 City

\$423.00 Non-City

Fitness-Weight Room/Pool Pass 12 Month Couple

\$563.00 City

\$704.00 Non-City

\$563.00 City

\$704.00 Non-City

Fitness-Weight Room/Pool Pass 12 Month Family

\$735.00 City

\$919.00 Non-City

\$735.00 City

\$919.00 Non-City

WATER AEROBIC/WEIGHT ROOM COMBINATIONS

Monthly Water Aerobic/Weight Room Pass

\$65.00 City

\$81.00 Non-City

\$65.00 City

\$81.00 Non-City

Monthly Water Aerobic(2)/Weight Room Pass

\$80.00 City

\$100.00 Non-City

\$80.00 City

\$100.00 Non-City

Monthly Water Aerobic/Weight Room Pass M/W ONLY

\$45.00 City

Monthly Water Aerobic/Weight Room Pass M/W ONLY

\$56.00 Non-City

\$45.00 City

\$56.00 Non-City

Program:**Current Fee:****Proposed Fee:****FITNESS ROOMS**

Atlantic Fitness Room/Peck weight room daily use	\$3.00 City \$5.00 Non-City	\$3.00 City \$5.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Individual	\$25.00 City \$31.00 Non-City	\$25.00 City \$31.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Couple	\$33.00 City \$41.00 Non-City	\$33.00 City \$41.00 Non-City
Atlantic Fitness Room/Peck Weight Room 1 Month Family	\$45.00 City \$56.00 Non-City	\$45.00 City \$56.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Individual	\$75.00 City \$94.00 Non-City	\$75.00 City \$94.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Couple	\$99.00 City \$124.00 Non-City	\$99.00 City \$124.00 Non-City
Atlantic Fitness Room/Peck Weight Room 4 Month Family	\$135.00 City \$169.00 Non-City	\$135.00 City \$169.00 Non-City
Atlantic Fitness Room/Peck Weight Room 12 Month Individual	\$188.00 City \$235.00 Non-City	\$188.00 City \$235.00 Non-City
Atlantic Fitness Room/Peck Weight Room 12 Month Couple	\$248.00 City \$310.00 Non-City	\$248.00 City \$310.00 Non-City
Atlantic Fitness Room/ Peck Weight Room 12 Month Family	\$338.00 City \$423.00 Non-City	\$338.00 City \$423.00 Non-City

Scuba

Try Diving Experience, Individual	\$50.00 City \$62.00 Non-City	\$50.00 City \$62.00 Non-City
Try Diving Experience, Couple (friend or family)	\$80.00 City \$100.00 Non-City	\$80.00 City \$100.00 Non-City
Try Diving Experience, Group, up to 6 (friend or family)	\$150.00 City \$188.00 Non-City	\$150.00 City \$188.00 Non-City
PADI Open Water Scuba, standard course	\$275.00 all (competitive with local shops)	\$275.00 all (competitive with local shops)
PADI Open Water Scuba, eLearner	\$205.00 all	\$205.00 all

CEMETERY

Cemetery lots	\$1,200.00 City \$1,500.00 Non-City	\$1,300.00 City \$1,625.00 Non-City
Tree Lot (for cremated internments only)		\$435.00 City \$544.00 Non-City
Deed Transfer Fee	\$25.00	\$50.00
Burial Permits (includes disinterment)	\$40.00	\$40.00
Monument Permits	\$40.00	\$40.00

Program:**GYM/BASKETBALL CLINICS**

Daily gym use

Current Fee:

\$2.00 City

\$5.00 Non-City

Proposed Fee:

\$2.00 City

\$5.00 Non-City

RENTALS**Rooms**

Atlantic auditorium commercial full day

Atlantic auditorium commercial half day

Atlantic auditorium private full day

Atlantic auditorium private half day

Atlantic auditorium civic full day

Atlantic auditorium civic half day

MLK auditorium commercial full day

MLK auditorium commercial half day

MLK auditorium private full day

MLK auditorium private half day

MLK auditorium civic full day

MLK auditorium civic half day

Peck gym commercial full day

Peck gym commercial half day

Peck gym private full day

Peck gym private half day

Peck gym civic full day

Peck gym civic half day

Peck reception commercial full day

Peck reception commercial half day

Peck reception private full day

Peck reception private half day

Peck reception civic full day

Peck reception civic half day

Peck auditorium commercial full day

Peck auditorium commercial half day

Peck auditorium private full day

\$975.00/Includes kitchen and wifi

\$625.00/Includes kitchen and wifi

\$500.00/includes kitchen and wifi

\$625.00/includes kitchen and wifi

\$350.00/includes kitchen and wifi

\$438.00/includes kitchen and wifi

\$275.00/includes kitchen and wifi

\$225.00/includes kitchen and wifi

\$550.00/ includes kitchen and wifi

\$395.00/includes kitchen and wifi

\$290.00/includes kitchen and wifi City

\$363.00/includes kitchen and wifi Non-City

\$210.00/includes kitchen and wifi City

\$263.00/includes kitchen and wifi Non-City

\$185.00/includes kitchen and wifi

\$131.00/includes kitchen and wifi

~~\$600.00~~~~\$350.00~~~~\$275.00 City~~~~\$344.00 Non-City~~~~\$200.00 City~~~~\$250.00 Non-City~~~~\$150.00~~~~\$100.00~~~~\$300.00~~~~\$180.00~~~~\$140.00 City~~~~\$175.00 Non-City~~~~\$100.00 City~~~~\$125.00 Non-City~~~~\$80.00~~~~\$45.00~~~~\$500.00~~~~\$300.00~~~~\$250.00 City~~

\$975.00/Includes kitchen and wifi

\$625.00/Includes kitchen and wifi

\$500.00/includes kitchen and wifi

\$625.00/includes kitchen and wifi

\$350.00/includes kitchen and wifi

\$438.00/includes kitchen and wifi

\$275.00/includes kitchen and wifi

\$225.00/includes kitchen and wifi

\$550.00/ includes kitchen and wifi

\$395.00/includes kitchen and wifi

\$290.00/includes kitchen and wifi City

\$363.00/includes kitchen and wifi Non-City

\$210.00/includes kitchen and wifi City

\$263.00/includes kitchen and wifi Non-City

\$185.00/includes kitchen and wifi

\$131.00/includes kitchen and wifi

~~\$600.00/includes wifi~~~~\$350.00/includes wifi~~~~\$275.00 City/includes wifi~~~~\$344.00 Non-City/includes wifi~~~~\$200.00 City/includes wifi~~~~\$250.00 Non-City/includes wifi~~~~\$150.00/includes wifi~~~~\$100.00/includes wifi~~~~\$300.00/includes wifi~~~~\$180.00/includes wifi~~~~\$140.00 City/includes wifi~~~~\$175.00 Non-City/includes wifi~~~~\$100.00 City /includes wifi~~~~\$125.00 Non-City/includes wifi~~~~\$80.00/includes wifi~~~~\$45.00/includes wifi~~~~\$500.00/includes wifi~~~~\$300.00/includes wifi~~~~\$250.00 City/includes wifi~~

Program:

Peck auditorium private half day

Peck auditorium civic full day

Peck auditorium civic half day

Kitchen

Sound system (Atlantic and Peck Auditorium)**Current Fee:**

\$313.00 Non-City

\$200.00 City

\$250.00 Non-City

\$150.00

\$80.00

Kitchen included in MLK and Atlantic Auditorium Rentals

\$50.00/day

Proposed Fee:

\$313.00 Non-City/includes wifi

\$200.00 City/includes wifi

\$250.00 Non-City/includes wifi

\$150.00/includes wifi

\$80.00/includes wifi

\$50.00/day

Athletic FieldsCommercial rate

Private use day

Private use night

\$300.00/field

\$75.00/field City

\$94.00/field Non-City

\$150.00 City/field includes lights

\$188.00 Non-City/field includes lights

\$300.00/field

\$75.00/field City

\$94.00/field Non-City

\$150.00 City/field includes lights

\$188.00 Non-City/field includes lights

Civic Rate

Lights

Marquee**Attendant fee**

\$17.00/hour

\$10.00/day/side (upon availability only)

\$20.00/hour

\$17.00/hour

\$10.00/day/side (upon availability only)

\$20.00/hour

Park Pavilions, Green Space, Parking Lots

Park pavilions full day

Park pavilions half day

Open/Green Space Half Day Private Use

Open/Green Space Full Day Private Use

Open/Green Space Half Day Commercial Use

Open/Green Space Full Day Commercial Use

Open/Green Space Half Day Non-Profit (free public event)

Open/Green Space Full Day Non-Profit (free public event)

Open/Green Space Half Day City Non-Profit (free public event)

Open/Green Space Full Day City Non-Profit (free public event)

Open/Green Space Half Day Non-Profit Fundraiser

Open/Green Space Full Day Non-Profit Fundraiser

Skate Park Daily Pass

\$50.00 City

\$63.00 Non-City

\$25.00 City

\$31.00 Non-City

\$100.00 City

\$125.00 Non-City

\$150.00 City

\$188.00 Non-City

\$500.00

\$750.00

\$150.00

\$225.00

Free

Free

\$200.00

\$300.00

\$50.00 City

\$63.00 Non-City

\$25.00 City

\$31.00 Non-City

\$100.00 City

\$125.00 Non-City

\$150.00 City

\$188.00 Non-City

\$500.00

\$750.00

\$150.00

\$225.00

Free

Free

\$200.00

\$300.00

SCHOOL, AFTER SCHOOL AND CAMP

After School Program - 3 or more days

\$55.00/wk. City

\$45.00/wk Additional Siblings City

\$55.00/wk. City

\$45.00/wk Additional Siblings City

Program:**Current Fee:****Proposed Fee:**

\$68.00/wk. Non-City
\$58.00 Additional Siblings Non-City

\$68.00/wk. Non-City
\$58.00 Additional Siblings Non-City

After School Program—Daily

\$18.00 City
\$10.00 Additional Sibling—City
\$25.00 Non-City
\$15.00 Additional Sibling Non-City

After School tutoring center

\$15.00/week

Summer Learning Center

\$25.00/week

\$100.00/per session

Before School Program

\$15.00/wk City
\$10.00 wk Additional siblings—City
\$20.00/wk Non-City
\$15.00/wk Additional Siblings—Non-City

Before AND After School

\$60.00/wk City
\$50.00 Additional Siblings—City
\$73.00/wk Non-City
\$63.00/wk Additional Siblings—Non-City

Full-time day care/Pre-K- 3 or more days

\$100.00/wk. City
\$90.00/wk Additional Sibling City
\$125.00/wk. Non-City
\$115.00/wk Additional Sibling Non-City

\$100.00/wk. City
\$90.00/wk Additional Sibling City
\$125.00/wk. Non-City
\$115.00/wk Additional Sibling Non-City

Pre-K Full Day Daily Rate

\$28.00 City
\$18.00 Additional Sibling City
\$35.00 Non-City
\$25.00 Additional Sibling Non-City

\$28.00 City
\$18.00 Additional Sibling City
\$35.00 Non-City
\$25.00 Additional Sibling Non-City

Pre K Half Day / -3 days or more

\$50.00/wk. City
\$40.00 /wk Additonal Sibling City
\$63.00/wk. Non-City
\$53.00/wk Additonal Sibling Non-City

\$50.00/wk. City
\$40.00 /wk Additonal Sibling City
\$63.00/wk. Non-City
\$53.00/wk Additonal Sibling Non-City

Half Day Pre-School/Pre-K- Daily Rate

\$18.00 City
\$10.00 Additional Sibling
\$25.00 Non-City
\$15.00 Additonal Sibling Non-City

\$18.00 City
\$10.00 Additional Sibling
\$25.00 Non-City
\$15.00 Additonal Sibling Non-City

Summer camp

\$85.00/wk. City

\$85.00/wk. City

Program:**Current Fee:****Proposed Fee:**

	\$75/additional sibling	\$75/additional sibling
	\$106.00/wk. Non-City	\$106.00/wk. Non-City
	\$96/additional sibling	\$96/additional sibling
Summer camp drop-in Daily Rate	\$28.00/day City	\$28.00/day City
	\$18.00 Additional Siblings City	\$18.00 Additional Siblings City
	\$35.00/day Non-City	\$35.00/day Non-City
	\$25.00 Additional Siblings Non-City	\$25.00 Additional Siblings Non-City

TENNIS

Tennis league	\$40.00/season-City	\$40.00/season-City
	\$50.00/season-non-City	\$50.00/season-non-City
	\$10.00/match-City	\$10.00/match-City
	\$13.00/match-Non-City	\$13.00/match-Non-City
Tennis tournament	20% of net profit from tennis pro	20% of net profit from tennis pro
Tennis Court Key	\$5.00	\$5.00
City Resident ID Card	1 Free / \$1.00 per duplicate	1 Free/ \$5.00 per duplicate

Active and Retired US Military and their immediate family may receive the City rate on all fees

City Residents may bring up to four visiting family members for a daily use.

Financial assistance is available to City residents only.

The following fees are set by the instructors/coaches/coordinators providing the programs, are based on the numbers of games per season or are determined by outside providers (i.e. tours, overnight stays, meals).

Karate, Tennis, Youth Soccer Camps, Adult Athletic Tournaments, Senior Trips, Adventure

Camps, Kids Night Out, Athletic Leagues, Teen Trips, Aquatic Trips (tubing, manatee swim, diving, etc.), Infant Survival Swimming.

POLICE DEPARTMENT:

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Copy of Accident or Police Reports	\$2.00	\$2.00
Fingerprints	\$5.00	\$5.00

SANITATION:

City of Fernandina Beach							
Effective July 1, 2016 ⁷							
Monthly Commercial Sanitation Rate Schedule ⁽¹⁾							
Service Description	1 pulls per week	2 pulls per week	3 pulls per week	4 pulls per week	5 pull per week	6 pulls per week	7 pulls per week
Toters	\$16.29 \$16.62	\$32.58 \$33.24	\$48.87 \$49.86	\$65.16 \$66.48	\$81.45 \$83.10	\$97.74 \$99.72	\$114.03 \$116.34
2 Yard Dumpsters	\$47.88 \$48.86	\$95.76 \$97.72	\$143.64 \$146.58	\$191.52 \$195.44	\$239.4 \$244.30	\$287.28 \$293.16	\$335.16 \$342.02
4 Yard Dumpsters	\$95.74 \$97.70	\$191.48 \$195.40	\$287.22 \$293.10	\$382.96 \$390.80	\$478.7 \$488.50	\$574.44 \$586.20	\$670.18 \$683.90
6 Yard Dumpsters	\$143.58 \$146.52	\$287.16 \$293.04	\$430.74 \$439.56	\$574.32 \$586.08	\$717.9 \$732.60	\$861.48 \$879.12	\$1005.06 \$1025.64
8 Yard Dumpsters	\$191.46 \$195.38	\$382.92 \$390.76	\$574.38 \$586.14	\$765.84 \$781.52	\$957.3 \$976.90	\$1148.76 \$1172.28	\$1340.22 \$1367.66
Extra Pulls	Per Toter	2 Yard Dumpster	4 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster		
Fee	\$3.77 \$3.85	\$11.06 \$11.29	\$22.12 \$22.58	\$33.14 \$33.87	\$44.22 \$45.16		
Larger Dumpsters Available				Prices Upon Request			
Permanent Roll-Off Service Rate				\$237.71-\$242.58 per pull plus disposal charges			
Monthly Residential Sanitation Rate Schedule ⁽¹⁾							
Service Description	Price includes 2 pulls per week, recycle, and yard waste.						
1 Toter	\$20.42 \$20.84						
2 Toter	\$40.84 \$41.68						
1 Toter with Roll Out/In Service	\$33.70 \$34.39						
2 Toters with Roll Out/In Service	\$67.40 \$68.78						
Excess Charges							
Appliances and White Goods per item	\$14.14 \$14.43						

⁽¹⁾ The refuse contract between the City and Stateline Disposal allows for an annual increase.

STORMWATER:

STORMWATER SERVICE MISCELLANEOUS SERVICE CHARGES

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Residential Single Family	Per residential unit	\$4.00	<u>\$12.00</u>
Residential Single Family w/ Private stormwater system	Per residential unit	\$2.00	<u>\$6.00</u>
Residential Multi-Family	Per residential unit	\$2.00	<u>\$6.00</u>
Residential Multi-Family w/ Private stormwater system	Per residential unit	\$1.00	<u>\$3.00</u>
Commercial	Per commercial unit	\$4.00	<u>\$12.00</u>
Commercial w/ Private stormwater system	Per commercial unit	\$2.00	<u>\$6.00</u>
Multi-unit commercial	Per commercial unit	\$2.00	<u>\$6.00</u>
Multi-unit commercial w/ Private stormwater system	Per commercial unit	\$1.00	<u>\$3.00</u>
Late Payment Fee	Amount of Unpaid Utility Bill	1.5% Rate Monthly	1.5% Rate Monthly

WASTEWATER:**Base Facility Charges:**

<u>Meter Size</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
	<u>Single Family</u>	<u>Single Family</u>	<u>General ⁽³⁾</u>	<u>General ⁽³⁾</u>
5/8 Inch	\$35.09	\$35.09	\$35.09	\$35.09
1.0 Inch	\$84.58	\$84.58	\$84.58	\$84.58
2.0 Inch	\$266.12	\$266.12	\$266.12	\$266.12
3.0 Inch	\$530.16	\$530.16	\$530.16	\$530.16
4.0 Inch	\$937.02	\$937.02	\$937.02	\$937.02
Multi-Family (Service Size Rate) + #units Per Dwelling Unit			\$33.01	\$33.01
Sewer only residential Per Dwelling Unit			\$57.61	\$57.61
Multi-Commercial (Service Size Rate) + #business Per Business w/fixtures			\$35.09	\$35.01

Commodity Charges:

		Rate Per 100 Cubic Feet			
<u>Usage Block</u>	<u>Monthly Usage (CCF)</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
		<u>Residential</u>	<u>Residential</u>	<u>General ⁽³⁾</u>	<u>General ⁽³⁾</u>
1	0 – 10	\$2.25	\$2.25	\$2.25	\$2.25
2	>10			\$2.25	\$2.25

Industrial Facilities:

Only domestic type wastewater will be accepted from industrial sites. All industrial wastewater shall be metered at the discharge of the industrial customer's lift station. This meter will be accessible and read monthly by the City and yearly check by the customer and city for accuracy.

Monthly Usage (gallons)

Domestic sewage

Per 12,775 gallons

\$59.63

\$59.63

Septic Tank Waste Disposal:

Private or Commercial Vehicle disposing of Domestic septic Tank waste at City's Wastewater treatment plant.

0.046 per gal

0.046 per gal

Sample and analysis for BOD at the request of the City Manager

and subject to same Requirements of 82-181.

\$58.35 per
analysis

\$58.35 per analysis

(1) Rates represent charges for inside the City customers. Outside the City customers are charged an additional 25% surcharge.

(2) All sewer rates above adjusted October 1st each year beginning in 2009 by the greater of 3% or the 12-Month Change in (CPI) Consumer Price Index.

(3) General service customers represent customers that are not single family residential.

Customer Connection Charge:**Proposed Fee:**

Low Pressure 2 inch service	Per New Connection	\$1,000.00
Larger than 2" tap	Per New Connection	Actual Cost

Road Bore 2 inch line	\$500.00
Core Manhole for service	\$500.00

WATER:

WATER SERVICE MISCELLANEOUS SERVICE CHARGES^(1,2)

<u>Description</u>	<u>Application</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Customer Deposit	New Applicants or delinquent customers	3 Months of service	3 Months of service
Returned Check Charge	Per Occurrence	\$29.00	\$29.00
Turn on / Turn off for Non-payment	Per Occurrence	\$65.00	\$65.00
Hydrant Flow test	Per Hydrant	\$100.00	\$100.00
Backflow device testing	Per Backflow	\$100.00	\$100.00
Account Processing Fee	Per Occurrence	\$10.00	\$10.00
Service Call	Per Occurrence	\$45.00	\$45.00
Late Payment Fee	Amount of Unpaid Utility Bill	18% Rate Annually	18% Rate Annually

Meter Installation:

5/8 Inch x 3/4 Inch Meter	Per New Connection	\$100.00	\$100.00
1.0 Inch Meter	Per New Connection	\$165.00	\$165.00
Larger Meters	Per New Connection	Actual Cost 20%	Actual Cost 20%

Customer Connection Charge:

- 2" or smaller service tap	Per New Connection	\$1,000.00	\$1,000.00
Larger than 2" tap	Per New Connection	Actual Cost	Actual Cost

Red Bore 2 inch and smaller		<u>\$500.00</u>
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Second Meter Box next to existing	<u>Per 3/4" Connection</u>	<u>\$250.00</u>
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	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
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Base Facility Charges:

<u>Meter Size</u>	<u>Single Family</u>	<u>Single Family</u>	<u>General ⁽³⁾</u>	<u>General ⁽³⁾</u>
5/8 Inch	\$11.96	\$11.96	\$11.96	\$11.96
1.0 Inch	\$27.59	\$27.59	\$27.59	\$27.59
2.0 Inch	\$84.89	\$84.89	\$84.89	\$84.89
3.0 Inch	\$168.24	\$168.24	\$168.24	\$168.24
4.0 Inch	N/A	N/A	\$262.01	\$262.01
6.0 Inch	N/A	N/A	\$522.54	\$522.54

	<u>Current Fee:</u>	<u>Proposed Fee:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Multi-Family (Service Size Rate) + Per Dwelling Unit plus Base Facility	\$10.42	\$10.42		
Multi-Comm (Service Size Rate)+ Per Business	\$11.96	\$11.96		

Commodity Charges:		Rate Per 100 Cubic Feet			Monthly Usage (CCF)
Usage Block	Residential	Residential	General ⁽³⁾	General ⁽³⁾	
1	\$1.18	\$1.18	\$1.58	\$1.58	0 – 4
2	\$1.58	\$1.58	\$1.58	\$1.58	4 – 10
3	\$1.67	\$1.67	\$1.58	\$1.58	10 - 16
4	\$1.87	\$1.87	\$1.58	\$1.58	16 - 24
5	\$2.28	\$2.28	\$1.58	\$1.58	>24

Fire Line & Hydrant Charges

Monthly:	<u>Current Fee:</u>	<u>Proposed Fee:</u>
2 Inch	\$6.55	\$6.55
4 Inch	\$20.46	\$20.46
6 Inch	\$40.92	\$40.92
8 Inch	\$65.48	\$65.48
10 Inch	\$94.11	\$94.11

Hydrant per month (connection only)	\$37.00	\$37.00
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(1) Rates represent charges for inside the City customers. Outside the City customers are charged an additional 25% surcharge.

(2) All water rates above adjusted October 1st each year beginning in 2009 by the greater of 3% or the 12-Month Change in CPI.

IMPACT FEES:

Current Fees:

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.29	\$0.29
Police Protection	\$0.15	\$0.15
Parks & Recreation	\$1.95	\$0.00
Public Facilities	\$0.40	\$0.40
Total	\$2.78	\$0.83

Proposed Fees:

Type of Development	Residential Development Per FT ² of Heated Area	Non-Residential Development per FT ² of Floor Area
Fire Protection	\$0.29	\$0.29
Police Protection	\$0.15	\$0.15
Parks & Recreation	\$1.95	\$0.00
Public Facilities	\$0.40	\$0.40
Total	\$2.78	\$0.83

September 6, 2017
Newsheader Edition



**NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, September 19, 2017, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2017-19

AN ORDINANCE OF THE City Commission of the City of Fernandina Beach, FLORIDA ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, COMMUNITY DEVELOPMENT, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, POLICE, SANITATION, STORMWATER, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2017/2018; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/ COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

ORDINANCE 2015-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, UPDATING ORDINANCE 2005-2 AND AMENDING THE CODE OF ORDINANCES CHAPTER 2, ARTICLE VII, FINANCE, DIVISION 3, POLICE, FIRE, SANITATION, PARKS AND RECREATION IMPACT FEES AND TRUST FUNDS BY UPDATING AND APPROVING A REASONABLE METHODOLOGY AND ANALYSIS FOR THE DETERMINATION OF THE IMPACT OF NEW DEVELOPMENT ON THE NEED FOR AND COST FOR SERVICES; REPEALING SECTION 2-451 IN ITS ENTIRETY AND ADOPTING A NEW SECTION 2-451, LEGISLATIVE FINDINGS; REPEALING SECTION 2-463 IN ITS ENTIRETY AND ADOPTING A NEW SECTION 2-463, REVIEW OF IMPACT FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth; and

WHEREAS, the Florida Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction; and

WHEREAS, the City of Fernandina Beach is in compliance with Section 163.31801, Florida Statutes in that the impact fees assessed pursuant to Ordinance 2005-2 and continuing pursuant to this updated Ordinance 2015-26 are based upon the most recent and localized data; and

WHEREAS, the City of Fernandina Beach accounts for the revenues and expenditures of Police Protection, Fire & Rescue, Public Facilities and Parks and Recreation impact fees in separate accounting trust funds; and

WHEREAS, any administrative charges for the collection of impact fees are limited to actual costs; and

WHEREAS, this Ordinance does not increase impact fees or adopt new impact fees, therefore, this Ordinance 2015-26 does not require a 90-day notification period prior to adoption; and

WHEREAS, on August 4, 2015, Dr. James C. Nicholas, Ph.D. presented the most recent and localized data regarding impact fees in his "Technical Memorandum on the Update of Parks and Recreation, Fire & Rescue, Police Protection and Public Facilities Impact Fees" dated August 4, 2015 and prepared for the City of Fernandina Beach, attached to this Ordinance 2015-26 as Exhibit "A"; and

WHEREAS, this Ordinance 2015-26 fully incorporates by reference and adopts Dr. Nicholas' August 4, 2015 Technical Memorandum showing the most recent and localized data in support of the City of Fernandina Beach's Parks and Recreation, Fire & Rescue, Police Protection and Public Facilities Impact Fees.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH HEREBY ORDAINS:

SECTION 1. The existing Section 2-451 of the Code of Ordinances of the City of Fernandina Beach is hereby repealed in its entirety and a new Section 2-451 is enacted as follows:

Sec. 2-451. - Legislative findings.

The city commission finds, determines and declares that:

- (1) Fernandina Beach must expand its fire protection, police protection, parks and recreation and public buildings capital facilities in order to maintain current standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare;
- (2) The state legislature, through the enactment of F.S. § 163.31801 has sought to encourage the city to enact impact fees;
- (3) The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of fire protection, police protection, parks and recreation and public building capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;
- (4) Each of the types of land development described in section 2-457 hereof, will create a need for the construction, equipping, or expansion of fire protection, police protection, parks and recreation and public building capital facilities.
- (5) The fees established by section 2-457 are derived from, are based upon, and do not exceed the costs of providing additional capital facilities necessitated by the new land developments for which the fees are levied.
- (6) The report entitled "Technical Memorandum on the Update of Parks and Recreation, Fire & Rescue, Police Protection and Public Facilities Impact Fees", dated August 4, 2015, attached to Ord. No. 2015-26 as Exhibit "A", sets forth the most recent and localized data for determination of the impact of new development on the need for and costs for additional fire protection, police protection, parks and recreation and public facilities in the City. A copy of this report will remain on file with the office of the city clerk.

SECTION 2. The existing Section 2-463 of the Code of Ordinances of the City of Fernandina Beach is hereby repealed in its entirety and a new Section 2-463 is enacted as follows:

Sec. 2-463. – Review of Impact Fees.

The fees contained in section 2-457(a) shall be reviewed by the City Commission from time to time as required by law.

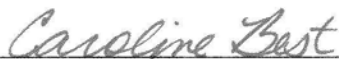
SECTION 3. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses, or phrases under this Ordinance shall not be affected thereby.

SECTION 4. That this Ordinance shall become effective immediately upon its final adoption.

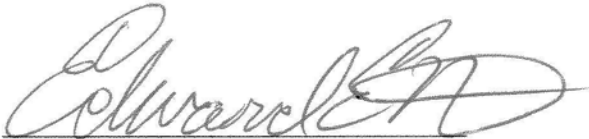
PASSED AND ADOPTED, this 1st day of December, 2015.

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



Edward E. Boner
Commissioner – Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

**Technical Memorandum
on the Update of
Parks & Recreation, Fire &
Rescue, Police Protection and
Public Facilities Impact Fees**

**Prepared for the
City of Fernandina Beach, Florida**

**By
James C. Nicholas, Ph.D.
August 4, 2015**

1. Development Impact Fees

The State of Florida prohibits the taxation of personal incomes and exerts all efforts to keep the taxes that are imposed as low as possible. At the same time Florida has been very rapidly growing, adding an average of 300,000 new people each year. Growth in population and economic activity also require growth in infrastructure investment. The dilemma here is that the money to pay for these investments, if it comes at all, comes in after the improvements are needed. This results in an ever increasing backlog, with its associated congestion, or ever increasing tax burdens. The impact fee was turned to in order to address this dilemma.

While there is impact fee legislation in Florida, there is no general enabling act that sets standards for impact fees. Rather, impact fees evolved through the courts, ultimately being recognized as being within a local government's home rule authority. This method of evolution was perhaps the only option since Florida cities and counties were exploring new issues of governance and government finance following the adoption of the new constitution in 1968. The body of law that came out of this evolutionary process clearly established that:

- Impact Fees are permissible;
- Impact fees cannot exceed a pro rata share of the reasonably anticipated cost of expanding facilities required to serve new development;
- Impact fees cannot be imposed or structured to benefit or provide a "windfall" to existing residents;
- Impact fees must satisfy the dual rational nexus between the need for facility improvements and new development; and
- Local governments are required to provide that developments paying impact fees will receive benefit from the expenditure of those fees by earmarking impact fees collected to be expended on improvements that benefit new developments.

The courts, beginning with *Contractors and Builders Association of Pinellas County v City Of Dunedin*, 329 So. 2d 314 (Fla. 1976), dealt first with the conditions under which impact fees may be utilized and then with the amounts that may be charged as impact fees. In *Dunedin* the Florida Supreme Court wrote:

Raising expansion capital by setting connection charges, which do not exceed a pro rata share of reasonably anticipated costs of expansion, is permissible where expansion is reasonably required, if use of the money collected is limited to meeting the costs of expansion. Users who benefit especially, not from the maintenance of the system, but by the extension of the system . . . should bear the cost of that extension. (Citations omitted)

The *Dunedin* court also makes clear that such charges, impact fees, are not unlimited. Extending their rationale:

[t]he cost of new facilities should be borne by new users to the extent new use requires new facilities, but only to that extent. When new facilities must be built in any event, looking only to new users for necessary capital gives old users a windfall at the expense of new users.

New users can only be held responsible for the costs attributable to new use and not for other costs, especially any charge that would yield a “windfall” to the existing community.

Dunedin was a case involving a municipally owned water and sewer utility. It fell to *Hollywood Inc. v Broward County*, 431 So.2d 606 (Fla. 4th DCA 1983) to deal with the application of the *Dunedin* logic to parks, the facility that the cities of Gulf Breeze, Maitland and Hollywood unsuccessfully tried to fund with development charges. In *Hollywood Inc.* the court wrote:

[w]e discern the general legal principle that reasonable dedication or impact fee requirements are permissible so long as they offset needs sufficiently attributable to the subdivision and so long as the funds collected are sufficiently earmarked for the substantial benefit of the subdivision residents. In order to satisfy these requirements, the local government must demonstrate a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for use in acquiring capital facilities to benefit the new residents.

The Hollywood Inc. Court provides the principles of the Dual Rational Nexus Test. Specifically, that:

- The local government must demonstrate a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth generated by the development being charged the impact fees, and

- The government must specifically earmark the funds collected for use in acquiring capital facilities to benefit the development charged the impact fees.

The paramount issue with respect to impact fees is nexus. The local government must demonstrate that there is a nexus between new development and the need to expand infrastructure. This is to be accomplished in the consultant's report. The second crucial issue is the identification of a pro rata share of the cost of expanding that infrastructure. This too is to be accomplished in the consultant's report.

During the 2006 session, an act was passed in Florida that dealt with impact fees. The only portions of this act that deal with the calculation of impact fees are the requirements that amount of impact fees be based on the most recent and localized data.¹

Impact fees in Florida must flow from the establishment of a nexus between new development and the need to expand infrastructure. The resulting impact fees may be no more than a pro rata share of the reasonably anticipated cost of expanding that infrastructure. Additionally, the calculation of impact fees must use the most recent and localized data. The original and updated impact fees for Fernandina Beach use actual Fernandina Beach historic data to calculate levels of service and the costs of those services. Both cost and levels of service are calculated on the basis of per capita and also on the basis of per square foot of floor area. The actual fees are presented on the basis of the size of the building in terms of square feet of floor area. This assessment is based on numerous studies that have shown that as a general matter the bigger the building the more people will occupy that building and thus the greater demand for public services and facilities.²

The updated impact fees for Fernandina Beach are set out in the body of this report. This report draws upon Fernandina Beach data and plans to show that public capital improvements are needed in order to accommodate new development. As such, all items are localized to Fernandina Beach. This report presents the need for improvements to Fernandina Beach facilities and the costs of those facility improvements on a per unit basis. These facility needs and costs set out herein are based upon 2014 and 15 data and inventories for Fernandina Beach, thus these data are the most recent and are localized to Fernandina Beach.

¹ "The Florida Impact Fee Act," 163.31801, Florida Statutes.

² See Institute of Transportation Engineers, *Trip Generation: An Informational Report*, Washington: ITE, various editions. Also see A.C. Nelson, *Planner's Estimating Guide: Projecting Land-Use and Facility Needs*, Chicago: Am. Planning Assn, 2004.

The formulae for impact fees and all of the data used are contained in this memorandum. Florida law requires a demonstration that costs imposed as impact fees not exceed a pro rata share of the cost of road improvements in Fernandina Beach. This demonstration is set out in this memorandum.

The resulting net costs shown in this report are the pro rata share of reasonably anticipated costs of improving Fernandina Beach's facilities to accommodate new development. They can be adopted as updated impact fees. These are the maximum amounts that the City Council could adopt fees as updated impact fees.

The updated and 2004 net cost calculations are for Fernandina Beach summarized below.

**2015 UPDATED IMPACT FEES
FERNANDINA BEACH**

Updated Net Cost per FT² of Floor Area		
	Residential	Non-Residential
Fire Protection	\$0.360	\$0.360
Police Protection	\$0.264	\$0.264
Parks & Recreation	\$2.885	\$0.000
Public Facilities	\$0.443	\$0.443
Total	\$3.952	\$1.068

**2004 IMPACT FEES AND PER CENT CHANGES TO 2015
FERNANDINA BEACH**

2004 Net Cost per FT² of Floor Area				
	Residential		Non-Residential	
	2004	% Change 2004 - 15	2004	% Change 2004 - 15
Fire Protection	\$0.291	23.75%	\$0.291	23.75%
Police Protection	\$0.145	82.11%	\$0.145	82.11%
Parks & Recreation	\$1.950	47.94%	\$0.000	0.00%
Public Facilities	\$0.395	12.25%	\$0.395	12.25%
Total	\$2.781	42.12%	\$0.831	28.47%

The residential impact fee would increase by 42% over the 11 year period and non-residential fee by 28%. The Consumers' Price Index will provide some perspective on these data. Between 2004 and 2015, prices grew by 25%.

CONSUMERS' PRICE INDEX

2004	188.90
2015	236.12
% Change	25.00%

SOURCE: US Dept. of Commerce, Bureau of Labor Statistics.

The 28% increase of the non-residential fee is generally consistent with national economic trends. The 42% increase in the residential fee is above this trend. The change in the residential fee is dominated by the change in the Parks & Recreational component. Roughly 80% of the residential increase is attributable to the \$.925 increase in the Parks & Recreation cost per square foot of floor area.

**RESIDENTIAL FEE INCREASE 2004 2015
FERNANDINA BEACH**

	Residential Impact Fee			
	2004	2015	Change	% Change
Fire Protection	\$0.291	\$0.360	\$0.069	23.75%
Police Protection	\$0.145	\$0.264	\$0.119	82.11%
Parks & Recreation	\$1.950	\$2.885	\$0.935	47.94%
Public Facilities	\$0.395	\$0.443	\$0.048	12.25%
Total	\$2.781	\$3.952	\$1.171	42.12%

The changes in Park & Recreation costs are discussed later in this report.

2. Demographic Parameters

The first data needed to calculate impact fees are demographic data. The relevant data for Fernandina Beach are shown below. The first row is headed “Permanent Residents.” This is number of people actually or estimated to be in

**TABLE 1 DEMOGRAPHICS
FERNANDINA BEACH**

	1990	2000	2010	2011	2012	2013	2014	2015
Resident Population	8,765	10,549	10,549	11,510	11,541	11,790	11,853	11,928
Peak Population	10,810	12,655	15,114	16,189	16,314	16,438	16,601	16,773
Total Housing Units	4,477	5,528	7,064	7,108	7,167	7,223	7,300	7,381
Occupied Units	3,503	4,525	4,890	4,880	4,894	5,010	5,039	5,074
House Holds	3,503	4,525	4,890	4,880	4,894	5,010	5,039	5,074

SOURCE: www.census.gov/americanfactfinder/
Florida Office of Economic & Demographic Research, May 8, 2015,
[http://edr.state.fl.us/Content/
population-demographics/data/index.cfm](http://edr.state.fl.us/Content/population-demographics/data/index.cfm)
City of Fernandina Beach, May 2015.
NOTE: Data for 2015 are projected

permanent residence in the City at the given time. The U.S. Bureau of the Census must count people according to their official places of residence since the original and still important objective of the census is to count the population for purposes of allocating seats in the U.S. House of Representatives. This means that there may be many more people actually present at any particular time than just the official residents. These other people are termed “seasonal” and they are shown as included with permanent residents in Peak Population. There are others that are in Fernandina Beach placing demands on city services and facilities.

The City of Fernandina Beach exists to serve people; its residents and visitors. But Fernandina Beach is developed into buildings and the people served by the City are occupants of those buildings. The measure of demand and unit of service used for purposes of these impact fees in the square foot of floor area of the buildings served.

Table 2 shows the magnitude of development in Fernandina Beach in terms of floor area of buildings. The magnitude of development is a better indicator of the magnitude of service demand than residents or other conventional measures. The data in Table 2 will be used to establish the existing level of service and to assess the impact of new development.

**TABLE 2
SQUARE FEET OF DEVELOPED
FLOOR AREA BY LAND USE
FERNANDINA BEACH**

	2014
Residential	12,543,184
Tourist	454,118
All Residential	12,997,302
Retail	1,451,948
Office	424,165
Industrial	2,163,913
Institutional	1,703,010
Other	209,414
All Non-Residential	5,952,450
Grand Total	18,949,751

SOURCE: University of Florida, GeoPlan Center, February 2015.

The sum of residential and tourist (hotels, motels and tourist attractions) floor areas will be used as the measure of residential demand while the sum of retail, office, industrial, institutional and other will be used as the measure of business demand.

3. Parks & Recreation

The existing inventory of park and recreational facilities is shown in Table 3. Given the nature of existing and anticipated development in Fernandina Beach, it would make sense to express the level of service for parks and recreation in terms of square footage of residential and tourist development. The existing provision is 1.58 square feet of park area per square foot of residential and tourist floor area. The goal is to maintain this level of service as the City grows.

**TABLE 3 PARK INVENTORY
FERNANDINA BEACH**

Park	Acres	Type
Amelia Island Lighthouse	3.00	Heritage
Ash Street Park	0.50	Pocket Park
Atlantic Park	6.40	Community
Beach Accesses	10.51	Public Access
Bosque Bello Cemetery	30.00	Heritage
Central Park	20.00	Community
Downtown Beautification	6.00	Heritage
Egans Creek Park	2.20	Neighborhood
Egans Creek Greenway	316.00	Conservancy
Hickory Street Park	10.00	Community
Hook Park	0.11	Pocket Park
Jean Ribault	0.40	Pocket Park
MLK Park	5.60	Community
Main Beach Park	12.00	Beach
North Beach Park	2.50	Beach
Peck Fields	2.40	Community
Seaside Park	2.60	Beach
Sunrise Park	3.00	Neighborhood
Waterfront Park	8.24	Community
Welcome Sign/Grounds	0.20	Community
Ybor Alvarez/FB Athletic Complex	30.00	Community
Totals	471.66	
Sq Feet of Park Land	20,545,510	
Floor Area Served	12,997,302	
Level of Service – Park Land per FT ²	1.58 FT ²	

SOURCE: Fernandina Beach, Department of Parks, April 24, 2015.

Table 4 shows land costs for parks of \$29,639,350 or \$62,840 per acre and \$2,159 per capita. This is up from the 2004 costs of \$23,492,500 for all land, \$56,398 per acre and \$1,685. Total Park and recreation costs grew from \$21,592,500 in 2004 to \$40,398,620. Per capita costs went from \$1,549 to \$2,235. The largest component of this increase was the inclusion of the appraised value of recreational buildings owned by the City.

During this period Fernandina Beach added 55 acres of park land and raised the level of service from 1,322 square feet of park area per capita to 1,496 square feet per capita. The level of service increased from 1.54 square feet of park land per square foot of residential floor area to 1.58 square feet of park land per square foot of residential floor area. These impact calculations are based on maintaining a level of service of 1.58 square feet of park land area per square foot of residential floor area built. Based on Fernandina Beach actual data it is expected that this will cost \$2.88 for park and recreational land and facilities.

**TABLE 4 PARK LEVEL OF SERVICE AND LAND COST
FERNANDINA BEACH**

Park Type	Acres	Land Cost per Acre	Improvement Cost per Acre	Total Cost
Community	82.84	\$45,000	\$125,000	\$14,082,800
Neighborhood	6.21	\$55,000	\$100,000	\$962,550
Beach	27.61	\$350,000	\$50,000	\$11,044,000
All other	355.00	\$10,000	\$0	\$3,550,000
Total	471.66			\$29,639,350
Cost per Acre				\$62,840
Population Served	16.772			
Cost per Capita				\$1,767.07

SOURCE: Fernandina Beach, Department of Parks, April 21, 2015 and April 24, 2015.

**CHANGE IN LAND COSTS 2004-2015
FERNANDINA BEACH**

	2004	2015	% Change
Total Land	\$23,492,500	\$29,639,350	26.17%
per Acre	\$56,398	\$62,840	11.42%
per Capita	\$1,685	\$1,767.07	4.85%

Table 5 shows the costs of the recreational facilities contained in Fernandina Beach parks. Table 6 adds the land and facility costs to a total of \$40,398,620. The cost to maintain the existing level of park and recreation service is \$3.11 per square foot of floor area. The City has outstanding debt for parks of \$2,904,355, the proceeds of which were used to fund park improvements. The resulting Citizen's Equity is \$37,494,265 and \$2.88 per square foot of residential floor area.

**TABLE 5 RECREATIONAL FACILITY COSTS
FERNANDINA BEACH**

Facility	Number	Cost	Value
Playgrounds	7	\$25,000	\$175,000
Practice Fields	9	\$2,500	\$22,500
Playing Fields	14	\$5,000	\$70,000
Gazebos/Pavilions	14	\$25,000	\$350,000
Tennis Courts	4	\$25,000	\$100,000
Basketball Courts	4	\$25,000	\$100,000
Recreation Buildings	8		\$7,341,770
Pools	3	\$150,000	\$450,000
Beach Access;			
With walkovers	23	\$50,000	\$1,150,000
With parking	20	\$50,000	\$1,000,000
Total			\$10,759,270
Population Served			16,773
Cost per Capita			\$641.46

SOURCE: Fernandina Beach, Department of Parks, April 21, 2015 and April 24, 2015.

The total value of recreational facilities increased from \$4,100,000 to \$10,759,270. The per capita cost increased from \$294 to \$641. The reason for this increase is that in 2004 there were no reliable data for the cost or value of recreational buildings so they were included as a total of \$300,000. In 2015 the 8 recreational buildings have been appraised at \$7,341,770. The result is a significant increase in total values.

**TABLE 6
PARK & RECREATIONAL COSTS
FERNANDINA BEACH**

Land Value	\$29,639,350
Facility Values	\$10,759,270
Total	\$40,398,620
Per Capita	\$2,408.52
Per Foot of Floor Area	\$3.11
Outstanding Park Debt	\$2,904,355
Citizens' Equity	\$37,494,265
Citizens' Equity per Capita	\$2,235.37
Citizens' Equity per Foot of Floor Area	\$2.88

Table 6 introduces Citizen's Equity. Citizen's Equity is the replacement value of, in this instance, Fernandina Beach's park and recreational facilities less the outstanding debt used to fund those improvements.

Table 7 restates the relevant floor areas and park net cost per floor of floor area.

**TABLE 7
PARK & RECREATIONAL COSTS BY TYPE AND UNIT
OF DEVELOPMENT
FERNANDINA BEACH**

Using Properties		
Residential	12,543,184	FT ²
Tourist	454,118	FT ²
Total	12,997,302	FT ²
Park & Facility Net Cost	\$37,494,265	
Park & Facility Cost per Foot	\$2.88	per FT ²

NOTE: Tourist areas are hotels, motels and tourist attractions.

4. Fire & Rescue

The existing provision of fire and rescue facilities is shown in Table 8. The City is able to respond to fire and rescue calls for service within 3.22 minutes from two fully equipped stations that serves the existing community. The replacement cost of these facilities is \$6,824,200. Since there is no outstanding debt for Fire & Rescue facilities Citizen's Equity is equal to the replacement value of fire and rescue facilities. The per unit cost of fire and rescue facilities is shown in Table 8. This net cost is the pro rata share of fire and rescue capital costs expected to be borne by the City to provide additional capacity to serve the greater calls that are expected to result from new development. Fernandina Beach anticipates additional costs of \$.36 for fire and rescue facilities for each additional square foot of floor area constructed.

**TABLE 8 FIRE & RESCUE PARAMETERS
FERNANDINA BEACH**

Response Time of	3.22 Minutes
Capital Investments:	
Station # 1	
Building - 5,316 FT ²	\$1,594,800
Equipment	\$1,000,000
Land	\$150,000
Station # 2	
Building - 5,198 FT ²	\$1,559,400
Equipment	\$2,090,000
Communications Equipment	\$150,000
Land	\$280,000
Other	
Total Capital Assets	\$6,824,200
Outstanding Debt for Fire	\$0
Citizens Equity	\$6,824,200
Property Protected - FT²	18,949,751
Net Cost per FT²	\$0.360

SOURCE: Fernandina Beach, Fire - Rescue, April 21, 2015.

NOTE: Station replacement cost at \$300 per foot

5. Police Protection

Table 9 presents the data for police. Total police capital assets amount to \$5,829,507. Citizens' Equity, value of assets less outstanding debt, amounts to \$5,003,896 after adjustment for outstanding debt. The per unit cost of police facilities is shown in Table 9. This net cost is the pro rata share of police protection capital costs expected to be borne by the City to provide additional capacity to serve the greater calls that are expected to result from new development. Fernandina Beach anticipates additional costs of \$.264 for police protection facilities for each additional square foot of floor area constructed.

**TABLE 9 POLICE PARAMETERS
FERNANDINA BEACH**

Capital Investments:	Cost
Vehicles	\$1,029,083
Building - 24,000 FT ²	\$3,906,800
Building contents	\$233,708
Land - 3.14 Acres	\$260,000
Communications Equipment	\$207,883
Other Equipment	\$196,033
Total Capital Assets	\$5,833,507
Outstanding Debt for Police	\$829,611
Citizens Equity	\$5,003,896
Properties protected - FT²	18,949,751
Cost per FT²	\$0.264

SOURCE: Fernandina Beach, Police Department, April 21, 2015.

6. Public Facilities

As Fernandina Beach grows it will have to expand its capacities for fire & rescue, police protection and public parks. But the city will also have to expand its general ability to provide for a larger population. The City's inventory of capital assets is shown in Table 10. This inventory has been modified so that all assets assigned to or used by fire & rescue, police, and parks & recreation are excluded. The assets for these departments have been included within the calculations set out above. The City has 9 department or divisions that occupy publically owned buildings not elsewhere addressed. These buildings have a replacement value of \$8,955,016, including major associated equipment. The Citizen's Equity in these facilities is \$8,388,365, or \$.433 per square foot of building floor area served. It is anticipated that the City of Fernandina Beach will incur an additional \$.433 for each additional square foot of floor area constructed.

CITY OF FERNANDINA BEACH ASSET INVENTORY AS OF 9/30/2014

Department	Amount	Description
Commission	\$8,295.00	AV Equipment
	Total for Department:	\$8,295.00
City Clerk	\$6,147.26	Scanner
	\$7,568.00	Shredder
	\$2,495.00	Records Module
	Total For Department:	\$16,210.26
Community Devel.	\$19,808.00	2014 Nissan
	Total For Department:	\$19,808.00
Facilities Maintenance	\$17,082.00	Cargo VAN-916
	\$21,365.00	2008 F-250 Truck
	\$14,590.00	2009 Ford Truck
	Total For Department:	\$53,037.00
Finance	\$12,390.00	IMS Software
	\$47,330.00	Finance/IT Peck
	\$101,771.00	Kronos PR S/W
	\$70,375.00	Kronos PR S/W
	\$11,016.00	Kronos Upgrade
	Total For Department:	\$242,882.00
IT	\$24,000.00	Networked Storage
	\$5,157.36	AC For Server Room
	\$9,278.00	2005 Prius
	\$8,377.89	Storage / Disk
	\$17,800.00	Metro Ethernet
	\$5,985.00	Fiber Channel
	\$6,694.48	Server
	\$6,694.48	Server

**CITY OF FERNANDINA BEACH
ASSET INVENTORY
AS OF 9/30/2014**

Department	Amount	Description
	\$4,910.41	Controller
	\$7,396.74	Controller
	\$4,935.00	Cosmo System
	\$5,480.00	Video Switcher
	\$5,750.00	Cosmo System
	\$1,565.00	Dell Server
	Total For Department:	\$114,024.36
Streets	\$27,964.00	3/4 Ton Truck
	\$33,125.00	1-Ton Truck
	\$9,305.95	Commercial Mower
	\$9,305.95	Commercial Mower
	\$31,663.00	Super Duty Truck
	\$110,385.05	Loader
	\$18,231.00	Rake Mount
	\$60,000.00	Dump Truck
	\$76,405.00	Tractor
	\$5,000.00	Turf Truck
	\$11,710.00	Truck
	\$15,000.00	Tractor
	\$12,000.00	2007 GEM
	\$18,000.00	Tractor
	\$18,927.00	2005 F250
	\$25,080.00	Silverado 2500HD
	\$17,709.00	2009 Ford F150
	\$67,333.00	Skidsteer / Loader
	\$5,056.00	Grapple Bucket
	\$17,529.00	2010 Ford R-150
	\$9,924.77	Rake Mount
	\$7,333.52	Mower
	\$7,760.00	Angle Boom
	\$8,150.00	Trailer
	\$15,274.46	Tractor
	\$8,000.00	Mower
	\$198,912.19	Street Sweeper
	Total For Department:	\$845,083.89
Garage	\$5,377.26	Tire Changer
	\$18,227.00	2006 Escape
	\$6,358.61	Generator and Switch
	\$12,595.00	Fuel Management System
	\$5,873.50	2002 Buick Lasabre
	\$4,584.00	Shaft Balancer
	Total For Department:	\$53,015.37
Non-Departmental	\$2,036,890.00	City Hall Building

**CITY OF FERNANDINA BEACH
ASSET INVENTORY
AS OF 9/30/2014**

Department	Amount	Description
	\$1,781,510.00	Library
	\$174,430.00	Railroad Depot
	\$769,280.00	Garage/Maintenance
	\$2,734,950.00	Peck Community Center
	\$105,600.00	Marine Welcome Center
	Total Non-Departmental	\$7,602,660.00
Grand Total	\$8,955,015.88	
Outstanding Debt	\$566,651.00	
Citizen's Equity	\$8,388,364.88	
Population Served	16,723	
Cost per Capita	\$500.11	
Area Served (FT ²)	18,949,751	
Cost per FT ²	\$0.443	

SOURCE: City of Fernandina Beach, April 21, 2015.

NOTE: Only assets less than 10 years old and greater than \$5,000 in value are included.

The total replacement cost of these assets amounts to \$8,955,016. With \$566,561 in outstanding debt for those facilities, Citizen's Equity is \$8,388,355 or \$500 per capita and \$0.443 per foot of floor area.

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, December 1, 2015, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2015-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, UPDATING ORDINANCE 2005-2 AND AMENDING THE CODE OF ORDINANCES CHAPTER 2, ARTICLE VII, FINANCE, DIVISION 3, POLICE, FIRE, SANITATION, PARKS AND RECREATION IMPACT FEES AND TRUST FUNDS BY UPDATING AND APPROVING A REASONABLE METHODOLOGY AND ANALYSIS FOR THE DETERMINATION OF THE IMPACT OF NEW DEVELOPMENT ON THE NEED FOR AND COST FOR SERVICES; REPEALING SECTION 2-451 IN ITS ENTIRETY AND ADOPTING A NEW SECTION 2-451, LEGISLATIVE FINDINGS; REPEALING SECTION 2-463 IN ITS ENTIRETY AND ADOPTING A NEW SECTION 2-463, REVIEW OF IMPACT FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the November 18, 2015 edition of the News Leader.

Please send proof of publication to:

*City Clerk's Office
City Hall, 204 Ash Street
Fernandina Beach, FL 32034
904-310-3115*

November 18, 2015
News Leader Edition

SCANNED
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Jud. Marshall

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Ordinance 2015-26
Adopting 2015 "Technical Memorandum on the Update of Parks & Recreation, Fire & Rescue, Police Protection and Public Facilities Impact Fees"

DEPARTMENT: City Manager's Office

ATTACHMENTS: ☒ Ordinance ☐ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Ordinance 2015-26 at 2nd reading.

SUMMARY: Earlier this year, Dr. James Nicholas was contracted by the City to update the 2004 Technical Memorandum on the City's Parks & Recreation, Fire & Rescue, Police Protection and Public Facilities Impact Fees. Dr. Nicholas' study was presented to the City Commission in a workshop on August 4, 2015, where he explained the study's methodology and its satisfaction of the dual rational nexus test. Dr. Nicholas' study includes the most recent and localized data to support the City of Fernandina Beach's assessment of Police Protection, Fire & Rescue, Parks and Recreation and Public Facilities impact fees now and for several years into the future. Beyond justifying the City's assessment and collection of such fees, the study arrived at the maximum dollar amount for each of the impact fees. In a subsequent discussion with the City Commission at the September 15, 2015 Regular Meeting, input was sought about whether or not to increase the current impact fee assessment. It was the consensus of the Commission that impact fee rates should be driven by anticipated capital improvements; and, though increases up to the maximum are justified by the study, collection should be tied to the CIP.

The Commission is asked to adopt the new study now in order to get the newly validated data in place as soon as possible but to maintain the current impact fee rate structure. Over the course of budget planning and CIP development for FY 2016/17, applicable Departments will be asked to consider impact fee dollar revenues and planned expenditures to determine if impact fees should be increased, decreased, or held in place.

This Ordinance was approved at 1st reading by the City Commission on November 4, 2015.

FISCAL IMPACT: This Ordinance does not amend the City's current impact fee rate structure, and new development will continue to pay at current rates. This Ordinance does accept and acknowledge the maximum fee amounts based on data through 2015, providing the City an opportunity to increase impact fee rates in accordance with Capital Improvement Planning. Further, this Ordinance provides a much-needed update to the City's data-based justification for the collection of such fees, reducing the likelihood of legal challenges.

CITY ATTORNEY COMMENTS: Adoption of Dr. Nicholas' August 4, 2015 Technical Memorandum meets the requirements of Section 163.31801, Fla. Stats., the dual rational nexus test and the City's Code of Ordinances.

DEPARTMENT HEAD	Submitted by: Marshall McCrary, Deputy CM	Date: 11/13/15
	Requested Agenda	Date: 12/1/15
FINANCE DEPARTMENT	Approved as to Budget Requirements <i>PHC</i>	Date: 11/17/15
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 11/16/15
CITY MANAGER	Approved Agenda Item for 12/1/15 <i>JMM</i>	Date: 11/13/15

COMMISSION ACTION: ☒ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Postponed to Time Certain
☐ Other ☐ Tabled

Approved at the City Commission
Held on *Regular* Meeting
Voted: *50* Initial: *JB*

ORDINANCE NO. 2005-2

AN ORDINANCE OF THE CITY OF FERNANDINA BEACH REPEALING SECTIONS 2-451 TO 2-460 INCLUSIVE IN DIVISION 3 OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH AND REPLACING IT WITH A NEW DIVISION 3, SECTIONS 2-451 TO 2-465, INCLUSIVE, RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE CITY OF FERNANDINA BEACH, FLORIDA; IMPOSING IMPACT FEES ON LAND DEVELOPMENT IN FERNANDINA BEACH FOR THE PROVISION OF FIRE PROTECTION, POLICE PROTECTION, PARKS AND RECREATION AND PUBLIC BUILDINGS NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING DEFINITIONS; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF IMPACT FEES; PROVIDING FOR IMPACT FEE TRUST FUNDS; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM IMPACT FEES INTO IMPACT FEE TRUST FUNDS ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR THE USE OF IMPACT FEE RECEIPTS; PROVIDING FOR REFUND OF IMPACT FEES; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REVIEW OF IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE AUTOMATIC ADJUSTMENT OF IMPACT FEES; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The existing section 2-451 is repealed, and a new section 2-451 is enacted as follows:

Sec. 2-451 Legislative Findings

The City Commission of the City of Fernandina Beach finds, determines and declares that:

A. Fernandina Beach must expand its fire protection, police protection, parks and recreation and public buildings capital facilities in order to maintain current standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare;

B. The Florida Legislature, through the enactment of Florida Statutes Chapter 163.3202 (3), has sought to encourage Fernandina Beach to enact impact fees;

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of fire protection, police protection, parks and recreation and public building capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;

D. Each of the types of land development described in Section Seven hereof, will create a need for the construction, equipping, or expansion of fire protection, police protection, parks and recreation and public building capital facilities.

E. The fees established by Section Seven are derived from, are based upon, and do not exceed the costs of providing additional capital facilities necessitated by the new land developments for which the fees are levied.

F. The report entitled "Technical Memorandum on the Calculation of Parks & Recreation, Fire & Rescue, Police Protection and Public Facilities Impact Fees "Fernandina Beach, Florida, Impact Fee Methodology", dated November 2, , 2004, , attached hereto as Exhibit A, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional fire protection, police protection, parks and recreation and public buildings in Fernandina Beach. A copy of this report will remain on file with the Office of the City Clerk.

SECTION 2. The existing section 2-452 is repealed and a new section 2-452 is enacted as follows:

Sec. 2-452 Short Title, Authority and Applicability.

A. This ordinance shall be known and may be cited as the "Fernandina Beach Police, Fire, and Parks and Recreation Impact Fee Ordinance."

B. The City Commission of the City of Fernandina Beach has the authority to adopt this ordinance pursuant to Article VII of the Constitution of the State of Florida, and Chapter 163 of the Florida Statutes.

C. This ordinance shall apply throughout the incorporated area of Fernandina Beach.

SECTION 3. The existing section 2-453 is repealed and a new section 2-453 is enacted as follows:

Sec. 2-453. Intents and Purposes

A. This ordinance is intended to assist in the implementation of the Fernandina Beach Comprehensive Plan.

B. The purpose of this ordinance is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide fire protection, police protection, parks and recreation and public buildings in Fernandina Beach.

SECTION 4. The existing section 2-454 is repealed and a new section 2-454 is enacted as follows:

Sec. 2-454. Rules of Construction

A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

B. For the purposes of administration and enforcement of this ordinance, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:

1. In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.
2. The word "shall" is always mandatory and not discretionary; the word "may" is permissive.
3. Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

4. The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".
5. The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.
6. Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:
 - a. "And" indicates that all the connected terms, conditions, provisions or events shall apply.
 - b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - c. "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
7. The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
8. All terms relating to types of development shall have the same meaning as established in the Fernandina Beach Land Development Code.

SECTION 5. The existing section 2-455 is repealed and a new section 2-455 is enacted as follows:

Sec. 2-455. Definitions

- A. "Feepayer" is a person applying to the City of Fernandina Beach for the issuance of a building permit.
- B. "Building permit" is the approval issued by Fernandina Beach that authorizes the construction, placement or expansion of a building, dwelling, mobile home, recreational vehicle or other structure on a site.
- C. "Capital Improvements" are land, improvements to land, buildings, expansions of buildings, contents of buildings, vehicles, equipment, weapons, and communications equipment, all with an expected use life of three years or more, that expand the capacity of Fernandina Beach's ability to serve the need of new development.
- D. "City" shall mean the City of Fernandina Beach, Florida
- E. "City Attorney" shall mean the City Attorney of the City of Fernandina Beach.
- F. "City Clerk" shall mean the City Clerk of the City of Fernandina Beach.
- G. "City Manager" means the City Manager or other municipal officials he/she may designate to carry out the administration of this ordinance.
- H. "Development Order" means a regulatory approval by Fernandina Beach pertaining to the development of land.
- I. "Fire Protection" is the provision of all fire protective and rescue services by the City of Fernandina Beach.
- J. "Non-Residential Floor Area" is the total area of all floors of a non-residential building as measured to the exterior walls and including halls, stairways, elevator

shafts, attached garages, porches and balconies, open areas, decks or walkways not covered by a roof and which are used for some business related purpose.

- K. "Parks and Recreation" is the provision of public parks and recreational areas and facilities within the City of Fernandina Beach.
- L. "Police Protection" is the provision of police protective services and aw enforcement within the City of Fernandina Beach.
- M. "Private park or recreational facility" is any park or recreational facility which is not owned by or dedicated to any governmental entity.
- N. "Public Buildings" are the buildings owned or leased by the City of Fernandina Beach for the purpose of providing public services within the City of Fernandina Beach excluding buildings for fire protection and police protection. "Public Buildings" includes the land on which those buildings sit, improvements to land, and equipment and contents of those buildings.
- O. "Residential Heated Area" is the floor area of a residential structure that is designed to be provided with heat and/or air conditioning and is not gross floor area of the structure.

SECTION 6. The existing section 2-456 is repealed and a new section 2-456 is enacted as follows:

Sec. 2-456 Imposition of Impact Fees

- A. Any person who, after the effective date of this Ordinance seeks to develop land within the City, by applying for a building permit, is hereby required to pay impact fees in the manner and amount set forth in this ordinance.
- B. No new building permit for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be issued unless and until the required impact fee has been paid.
- C. No extension of a building permit issued prior to the effective date of this Ordinance for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be granted unless and until the impact fee hereby required has been paid.

SECTION 7. The existing section 2-457 is repealed and a new Section 2-457 is enacted as follows:

Sec. 2-457 Computation of the Amount of Impact Fees

- A. The amount of impact fees due may be determined by the following fee schedules, or in accordance with Sub-section B, herein:

Type of Development	Residential Development Per FT² of Heated Area	Non-Residential Development per FT² of Floor Area
Fire Protection	\$0.273	\$0.273
Police Protection	\$0.136	\$0.136
Parks & Recreation	\$1.830	\$0.000
Public Facilities	\$0.371	\$0.371
Total	\$2.610	\$0.780

1. MIXED USE. If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedules by apportioning the space committed to uses specified on the schedules.
2. INTERPRETATION.
 - a. If the type of development activity that a building permit is applied for is not specified on the above fee schedules, the City Manager shall use the fee applicable to the most nearly comparable type of land use on the above fee schedules.
 - b. If the requirement to pay an impact fee or the amount of such fee is unclear, the City Manager shall interpret the impact fee schedule for a feepayer upon request by a feepayer.

The City Manager shall be guided in the selection of a comparable type of land use or in the interpretation of the fee schedule by the Impact Fee Methodology Report and supporting documents for that report, the Fernandina Beach Comprehensive Plan, supporting documents of the Fernandina Beach Comprehensive Plan, and the Fernandina Beach Zoning Ordinance.

3. In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a building permit, the impact fee shall be based upon the net positive increase in the impact fee for the new use as compared to the previous use. The City Manager shall be guided in this determination by the sources and agencies listed above.

B. If a feepayer opts not to have the impact fee determined according to paragraph (A) of this section, then the feepayer shall prepare and submit to the City Manager an independent fee calculation study for the land development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. The City Manager shall consider the documentation submitted by the feepayer but is not required to accept such documentation as he/she shall reasonably deem to be inaccurate or not reliable and may, in the alternative, require the feepayer to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the feepayer shall pay impact fees based upon the schedules shown in paragraph (A) of this section. If an acceptable independent fee calculation study is presented, the City Manager may adjust the fee to that appropriate to the particular development. Determinations made by the City Manager pursuant to this paragraph may be appealed to the City Commission by filing a written request with the City Clerk within ten (10) days of the City Manager's written determination.

SECTION 8. The existing section 2-458 is repealed and a new section 2-458 is enacted as follows:

Sec. 2-458 Payment of Fee

A. The feepayer shall pay the impact fees required by this ordinance to the City Manager or his/her designee prior to the issuance of a building permit.

B. All funds collected shall be properly identified by type of impact fee and promptly transferred for deposit in the appropriate Impact Fee Trust Fund to be held in separate accounts as determined in Section Ten of this ordinance and used solely for the purposes specified in this ordinance.

SECTION 9. The existing section 2-459 is repealed and a new section 2-459 is enacted as follows:

Sec. 2-259 Impact Fee Trust Funds Established

A. There are hereby established four (4) Impact Fee Trust Funds;

1. A Fire Protection Impact Fee Trust Fund

2. A Police Protection Impact Fee Trust Fund
3. A Parks and Recreation Impact Fee Trust Fund
4. A Public Buildings Impact Fee Trust Fund.

B. Funds withdrawn from these accounts must be used in accordance with the provisions of Section Ten of this ordinance.

SECTION 10. The existing section 2-460 is repealed and a new section 2-460 is enacted as follows:

Sec. 2-460 Use of Funds

A. Impact fee funds collected may only be expended on acquiring, equipping, and/or making capital improvements to facilities under the jurisdiction of Fernandina Beach, Nassau County, or the State of Florida, and shall not be used for maintenance or operations.

1. Fire Protection Impact Fee receipts may only be used for Fire Protection Capital Improvements.
2. Police Protection Impact Fee receipts may only be used for Police Protection Capital Improvements.
3. Parks and Recreation Impact Fee receipts may only be used for Park and Recreation Capital Improvements.
4. Public Buildings Impact Fee receipts may only be used for Public Buildings Capital Improvements.

B. In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in paragraph A above.

C. At least once each fiscal period the City Manager shall present to the City Commission a proposed capital improvement program, assigning funds, including any accrued interest, from the several Impact Fee Trust Funds to specific Capital Improvement and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the Impact Fee Trust Fund until the next fiscal period except as provided by the refund provisions of this ordinance.

D. Funds may be used to make refunds required under any Development Order heretofore or hereafter issued or entered into by City as such refunds pertain to the subject matter of this ordinance.

E. Funds may be used to provide refunds as described in Section Eleven.

SECTION 11. A new section 2-461 is enacted as follows:

Sec. 2-461 Refund of Fees Paid

A. If a building permit expires without commencement of construction, then the fee payer shall be entitled to a refund, without interest, of the impact fee paid as a condition for its issuance except that the City shall retain five percent (5%) of the fee to offset a portion of the costs of collection and refund. The fee payer must submit an application for such a refund to the City Manager of Fernandina Beach within 30 days of the expiration of the permit.

B. Any funds not expended or encumbered by the end of the calendar quarter immediately following six (6) years from the date the impact fee was paid shall, upon application of the then current landowner, be returned to such landowner together with the interest earned of the funds to be returned while held in an Impact Fee Trust Fund, provided that the landowner

submits an application for a refund to the City Manager of Fernandina Beach within 180 days of the expiration of the six year period.

SECTION 12. A new section 2-462 is enacted as follows:

Sec. 2-462. Exemptions and Credits

A. EXEMPTIONS. The following shall be exempted from payment of the impact fee:

1. Alterations or expansion of an existing residential building where no additional heated space is created and where the use is not changed.
2. Alterations or expansion of an existing non-residential building where no additional floor area is created and where the use is not changed
3. The construction or expansion of accessory buildings or structures which are not classified as a dwelling unit pursuant to the City's land development code or comprehensive plan.
4. The replacement of a building or structure with a new building or structure of the same size and use when an impact fee for such building or structure has previously been paid pursuant to this ordinance or where a building or structure legally existed on the site on or prior to the effective date of this Ordinance.
5. The installation of a replacement mobile home or recreational vehicle on a lot or other such site when an impact fee for such mobile home or recreational vehicle site has previously been paid pursuant to this ordinance or where a mobile home or recreational vehicle legally existed on such site on or prior to the effective date of this Ordinance.

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

B. CREDITS. Feepayers may receive credit against impact fees otherwise due for land and/or capital improvements. Land or capital improvements may be offered by the feepayer as total or partial payment of a required impact fee. The offer must request or provide for an impact fee credit. If the City Manager accepts such an offer, whether the acceptance is before or after the effective date of this ordinance, the credit shall be determined and provided in the following manner:

1. Credit for the dedication of land shall be valued at:
 - a. 115% of the most recent assessed value by the Property Appraiser, or
 - b. By such other appropriate method as the City Commission may have accepted prior to the effective date of this ordinance for particular capital improvements, or
 - c. By fair market value established by private appraisers acceptable to the City.
2. The City Manager shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit for the dedication of land and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the City Manager. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.
3. Credit for the dedication of land shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the City Commission.

4. Applicants for credit for construction of capital improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the City Manager. The City Manager shall determine credit for construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the City Manager determines that such estimates submitted by the applicant are either unreliable or inaccurate. The City Manager shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the City Manager before credit will be given. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.
5. Except as provided in subparagraph (d), Credit against impact fees otherwise due will not be provided until:
 - a. The construction is completed and accepted by the City, the County, or the State, whichever is applicable;
 - b. A suitable maintenance and warranty bond is received by the City Clerk and approved by the City Attorney when applicable.
6. Credit may be provided before completion of specified improvements if adequate assurances are given by the applicant that the standards set out in Subparagraph (c) will be met and if the feepayer posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with the City Clerk and approved by the City Attorney in an amount determined by the City Manager. If the construction project will not be constructed within one (1) year of the acceptance of the offer by the City Manager, the amount of the security shall be increased by ten per cent (10%) compounded, for each year of the life of the security. The security may be reviewed and approved by the City Commission prior to acceptance of the security. If the construction project is not to be completed within 5 years of the date of the feepayer's offer, the City Commission shall approve the construction project and its scheduled completion date prior to the acceptance of the offer by the City Manager.
7. Credits for donations may be used only for that type of impact fee;
 - a. Credit for fire protection land or capital improvement donations may only be used to against fire protection impact fees otherwise due;
 - b. Credit for police protection land or capital improvement donations may only be used to against police protection impact fees otherwise due;
 - c. Credit for park or recreation land or capital improvement donations may only be used to against parks and recreation impact fees otherwise due;
 - d. Credit for public building land or capital improvement donations may only be used to against public building impact fees otherwise due;

Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

C. CREDIT FOR PRIVATE PARK OR RECREATIONAL FACILITIES. A feepayer may apply for credit against park and recreation impact fees otherwise due for private park or recreation improvements. In no circumstance shall credit for private park or recreation facilities exceed 50% of the park and recreation impact fees otherwise due.

1. The private park or recreation facilities for which credit is sought must serve a public recreational need and, the private park or recreation facilities for which credit is sought must be consistent with the park and recreational provisions within the Fernandina Beach Comprehensive Plan.

2. A feepayer wishing to receive credit for private recreational facilities shall submit a request to the City Manager. This request must contain an inventory of the private park and recreation facilities for which credit is sought, including:

- a. The nature or use of the park or recreation area;
- b. The size of the facilities and the equipment or apparatus available to the users, and complies with ADA regulations;
- c. The availability of the spaces or facilities to development residents or occupants and the availability of the spaces or facilities to the general public;
- d. The public park or recreation purpose that is served by the private facility;
- e. The extent to which the private park or recreational facility meets the park and recreational needs of the population served; and
- f. The park and recreational provisions of the Fernandina Beach Comprehensive Plan that are furthered by the private facilities.

D. CREDIT FOR PRIVATE FIRE PROTECTION, POLICE PROTECTION AND PRIVATE PLACES OF PUBLIC ASSEMBLY OR USE. No credit against impact fees otherwise due will be provided for the private provision of fire protection or rescue, police protection or places of public assembly or usage.

E. Determinations made by the City Manager pursuant to the provisions of this section may be appealed to the City Commission by filing a written request with the City Manager within ten (10) days of the City Manager's determination.

SECTION 13. A new section 2-463 is enacted as follows:

Sec. 2-463 Review

The fees contained in Section Seven A shall be reviewed by the City Commission 1 at least once each five years.

SECTION 14. A new section 2-464 is enacted as follows:

Sec. 2-464 Automatic Update of Fee Schedule

- A. The impact fee schedules shown in Section Seven A above shall be adjusted by the City Manager in April of each calendar year. Unless otherwise directed by the City Commission, any adjustments to the impact fee schedules, made pursuant to this section, shall be effective the first Monday in October of each calendar year. All adjustments to the impact fees shall be based on the methodology described in paragraph B of this section.
- B. The base for computing any adjustment is the January Consumer Price Index - All Urban Consumers for the United States, published by the United States Department of Labor, Bureau of Labor Statistics. For the purpose of this Section the initial index to be referenced is January of the last year when the impact fees were updated with cost or demographic data.
- C. If the index is changed so that the base year is different, the index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

SECTION 15. A new section 2-465 is enacted as follows:

Sec. 2-465 Penalty Provision

A violation of this ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution Fernandina Beach shall have the power to sue in civil court to enforce the provisions of this ordinance.

SECTION 16. Severability

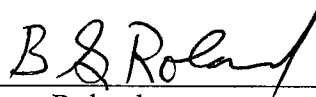
If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 17. Effective Date

This ordinance shall become effective immediately on its passage by the City Commission.

PASSED AND DULY ADOPTED THIS 1st DAY OF March, 2005.

CITY OF FERNANDINA BEACH, FLORIDA



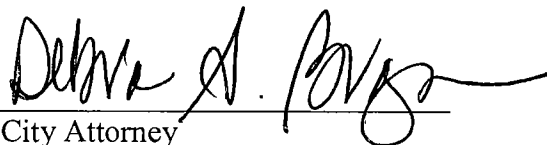
Greg Roland
Commissioner - Mayor

ATTEST:

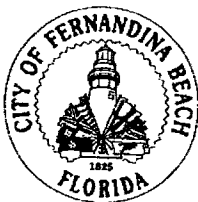


City Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE
USE AND RELIANCE OF THE CITY OF FERNANDINA
BEACH ONLY:



City Attorney



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

91

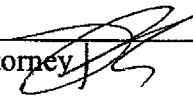
SUBJECT: Ordinance 2005 -02
Impact Fee Ordinance

DEPARTMENT: Legal

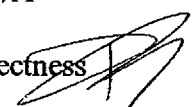
ATTACHMENTS: ☐ Ordinance ☐ Resolution
☐ Support Documents ☐ Other

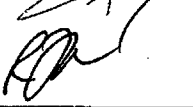
SUMMARY: This is second reading of Ordinance 2005-02. This Ordinance was discussed at the workshop with Dr. Nicholas on January 11, 2005; it repeals and replaces the existing sections of the impact fee ordinance in City Code. Based on Dr. Nicholas' analysis, and as noted in the workshop, he set forth the maximum impact fee which may be charged. This Ordinance was approved by City Commission on first reading at the February 1, 2005 meeting.

RECOMMENDED ACTION: Approve Ordinance 2005-02 on second and final reading.

DEPARTMENT HEAD Submitted: DBraga, City Attorney  Date: 2/14/05
Requested Agenda Date: 3/1/05

FINANCE DEPARTMENT Budgeted ☐ Yes ☐ No ☐ N/A Date:

CITY ATTORNEY Approved for Form and Correctness  Date: 2/15/05

CITY MANAGER Approved Agenda Item for  Date: 3/1/05

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

DISTRIBUTION: ☐ CA ☐ CC ☐ CM ☐ CD ☐ FI ☐ FD ☐ GC ☐ HR ☐ MD ☐ PD ☐ PR ☐ PW ☐ UD

Technical Memorandum on the Calculation of Parks & Recreation, Fire & Rescue, Police Protection and Public Facilities Impact Fees

**Prepared for the
City of Fernandina Beach, Florida**

**By
James C. Nicholas, Ph.D.
November 2, 2004**

1. Development Impact Fees

Development impact fees have become a commonly used source of revenue to supplement available means of funding capital facility improvements needed to accommodate new development. Impact fees grew out of two rather commonly held notions:

1. Generally, new development does not pay the cost of capital facilities needed to accommodate the residents and businesses from standard sources of revenue, and
2. It would be inequitable to impose the cost of extending facilities to new developments on existing residents and taxpayers.

In Florida, both the courts¹ and the Florida Statutes² acknowledge local governments' authority to impose equitable impact fees. Impact fees are not taxes and are governed by a standard that has become known as the "dual rational nexus test." This test has two major components:

1. That the facilities to be charged to new development as impact fees must be needed to serve that new development, and
2. That the funds collected as impact fees must be earmarked and spent for the purposes for which they were collected.

Implied in this test is that any impact fee cannot exceed a *pro rata* or proportionate share of the anticipated costs of providing new developments with capital facilities.

This memorandum will set out how the proposed impact fees for the City of Fernandina Beach were calculated. The methods used comply with the dual rational nexus test, first by establishing or identifying the demand for facility expansions that new development will require, and then calculating the City's cost of providing those facilities on a *pro rata* basis. After review of these methods and data, if the City finds the data and methods are reasonable, the City should not adopt any impact fees that exceed the amounts set out herein.

¹ See *Hollywood, Inc. v. Broward County*, 431 So. 2d 606 (Fla. 4th DCA 1983). In this opinion the Court observed:

[W]e discern the general legal principle that reasonable dedication or impact fee requirements are permissible so long as they offset needs sufficiently attributable to the subdivision and so long as the funds collected are sufficiently earmarked for the substantial benefit of the subdivision residents.

² See Section 163.3202(3), Florida Statutes.

The net cost calculations are summarized below.

	Net Cost per FT ² of Floor Area	
	Residential	Non-Residential
Fire & Rescue	\$0.273	\$0.273
Police	\$0.136	\$0.136
Parks & Recreation	\$1.830	\$0.000
Public Facilities	\$0.371	\$0.371
Total	\$2.610	\$0.780

2. Demographic Parameters

The first data needed to calculate impact fees are demographic data. The relevant data for Fernandina Beach are shown below. The first row is headed "Permanent Residents." This is number of people actually or projected to be in

TABLE 1
DEMOGRAPHICS
FERNANDINA BEACH

	1990	2000	2001	2002	2003	2004
Resident Population	8,765	10,549	10,862	11,021	11,268	11,514
Peak Population	11,202	12,604	13,210	13,403	13,671	13,940
Avg House Hold size	2.502	2.280	2.315	2.315	2.306	2.299
Total Housing Units	4,477	5,528	5,707	5,790	5,927	6,065
Occupied Units	3,503	4,525	4,692	4,761	4,885	5,009
House Holds	3,503	4,525	4,692	4,761	4,885	5,009
Family House Holds	2,305	2,940	3,045	3,089	3,168	3,246

SOURCE: www.census.gov/americafactfinder/

NOTE: Data for 2003 and 2004 are estimated.

permanent residence in the City at the given time. The U.S. Bureau of the Census must count people according to their official places of residence since the original and still important objective of the census is to count the population for purposes of allocating seats in the U.S. House of Representatives. This means that there may be many other people actually present at a particular time than just the official residents. These other people are termed "seasonal" and they are shown as included with permanent residents in All Residents. There are still others that are in Fernandina Beach placing demands on city services and facilities. These are tourists.

Table 2 shows the magnitude of development in Fernandina Beach in terms of floor area of buildings. A city such as Fernandina Beach provides services to many more people than those shown in Table 1. The magnitude of development would be a better indicator of the magnitude of service demand than residents or other conventional measures. The data in Table 2 will be used to establish the existing level of service and to assess the impact of new development.

**TABLE 2
SQUARE FEET OF DEVELOPED
FLOOR AREA BY LAND USE
FERNANDINA BEACH**

Floor Area	FT²
Residential	11,592,237
Tourist	208,405
Retail	766,458
Office	232,077
Industrial	249,142
Institutional	268,742
Other	66,477
Total	13,383,538

SOURCE: University of Florida, GeoPlan Center,
February 2004.

The sum of residential and tourist (hotels, motels and tourist attractions) floor areas will be used as the measure of residential demand while the sum of retail, office, industrial, institutional and other will be used as the measure of business demand.

3. Parks & Recreation

The existing inventory of park and recreational facilities is shown in Table 3. Given the nature of existing and anticipated development in Fernandina Beach, it would make sense to express the level of service for parks and recreation in terms of square footage of residential and tourist development. The existing provision is 1.54 square feet of park area per square foot of residential and tourist floor area. The goal is to maintain this level of service as the City grows.

**TABLE 3
PARK INVENTORY FERNANDINA BEACH**

Park	Acres	Type
Amelia Island Lighthouse	3.00	Heritage
Atlantic Park	6.40	Community
Central Park	20.00	Community
Egans Creek Park	2.20	Neighborhood
Egans Creek Greenway	316.00	Conservancy
Hickory Street Park	10.00	Community
Ilan Circle	0.85	Open Space
MLK Park	5.60	Community
Main Beach Park	12.00	Beach
North Beach Park	2.50	Beach
Peck Fields	2.40	Community
Seaside Park	2.60	Beach
Sunrise Park	3.00	Neighborhood
Ybor Alvarez Complex	30.00	Community
Totals	416.55	
Sq Feet of Park Area	18,144,918	
Floor Area Served	11,800,642	
Level of Service	1.54	Feet per Foot

SOURCE: Fernandina Beach, Department of Parks, December 2003 and June 14, 2004.

Table 4 shows land costs for parks of \$23,492,500, or \$56,398 per acre.

**TABLE 4
PARK LEVEL OF SERVICE AND LAND COST FERNANDINA BEACH**

Acres per 1,000:	Acres	Land Cost per Acre	Improvement Cost per Acre	Total Cost
Community	74.40	\$45,000	\$125,000	\$12,648,000
Neighborhood	5.20	\$55,000	\$100,000	\$806,000
Beach	17.10	\$350,000	\$50,000	\$6,840,000
All other	319.85	\$10,000	\$0	\$3,198,500
Total	29.88			\$23,492,500
Population Served	13,940			
Cost per Acre				\$56,398
Cost per Capita				\$1,685.27

SOURCE: Fernandina Beach, Department of Parks, December 2003 and June 14, 2004.

Table 5 shows the costs of the recreational facilities contained in Fernandina Beach parks. Table 6 adds the land and facility costs to a total of \$27,592,500. The cost to maintain the existing level of park and recreation service is \$2.34 per square foot of floor area. The City has outstanding debt for parks of \$6,000,000, the proceeds of which were used to fund park improvements.

**TABLE 5
RECREATIONAL FACILITY COSTS
FERNANDINA BEACH**

Facility	Number	Cost	Value
Playgrounds	7	\$25,000	\$175,000
Practice Fields	12	\$2,500	\$30,000
Playing Fields	14	\$5,000	\$70,000
Gazebos/Pavilions	21	\$25,000	\$525,000
Tennis Courts	4	\$25,000	\$100,000
Basketball Courts	4	\$25,000	\$100,000
Recreation Buildings	12	\$25,000	\$300,000
Pools	3	\$150,000	\$450,000
Beach Access;			
With walkovers	27	\$50,000	\$1,350,000
With parking	20	\$50,000	\$1,000,000
Total			\$4,100,000
Population Served			13,940
Cost per Capita			\$294.12

SOURCE: Fernandina Beach, December, 2003 and June 14, 2004.

**TABLE 6
PARK & RECREATIONAL COSTS
FERNANDINA BEACH**

Land Value	\$23,492,500
Facility Values	\$4,100,000
Total	\$27,592,500
Per Capita	\$1,979.39
Per Foot of Floor Area	\$2.34
Outstanding Park Debt	\$6,000,000
Citizens' Equity	\$21,592,500
Citizens' Equity per Capita	\$1,548.97
Citizens' Equity per Foot of Floor Area	\$1.83

Table 6 introduces Citizen's Equity. Citizen's Equity is the replacement value of, in this instance, Fernandina Beach's park and recreational facilities less the outstanding debt used to fund those improvements.

Table 7 restates the relevant floor areas and park net cost per floor of floor area.

**TABLE 7
PARK & RECREATIONAL COSTS BY TYPE AND UNIT
OF DEVELOPMENT
FERNANDINA BEACH**

Using Properties		
Residential	11,592,237	FT ²
Tourist	208,405	FT ²
Total	11,800,642	FT ²
Park & Facility Net Cost	\$1.83	per FT ²

NOTE: Tourist areas are hotels, motels and tourist attractions.

4. Fire & Rescue

The existing provision of fire and rescue facilities is shown in Table 8. The City provides two fully equipped stations to serve the existing community. The replacement cost of these facilities is \$4,097,150. The Citizen's Equity, that is the replacement value of fire and rescue facilities less outstanding debt to fund those facilities, is \$3,656,090 or \$0.273 per square foot of floor area served. The per unit cost of fire and rescue facilities is shown in Table 8. This net cost is the pro rata share of fire and rescue capital costs expected to be borne by the City to provide capacity to serve new development.

**TABLE 8
FIRE & RESCUE PARAMETERS
FERNANDINA BEACH**

Response Time of (minutes)	5
Capital Investments:	
Station # 1	
Building - 5,316 FT ²	\$930,300
Equipment	\$917,200
Station # 2	
Building - 5,198 FT ²	\$909,650
Equipment	\$1,310,000
Communications Equipment	\$30,000
Other	
Total Capital Assets	\$4,097,150
Outstanding Debt for Fire	\$441,060
Citizens Equity	\$3,656,090
Property Protected - FT²	13,383,538
Net Cost per FT²	\$0.273

SOURCE: Fernandina Beach, Fire - Rescue, December 2003.

NOTE: Station replacement cost at \$175.00 per foot.

5. Police Protection

Table 9 presents the data for police. Total police capital assets amount to \$3,864,342. Citizens' Equity, value of assets less outstanding debt, amounts to \$1,822,673 after adjustment for outstanding debt. The per unit cost of police facilities is shown in Table 9. This net cost is the pro rata share of police capital costs expected to be borne by the City to provide capacity to serve new development.

**TABLE 9
POLICE PARAMETERS
FERNANDINA BEACH**

Capital Investments:	Cost
Vehicles	\$1,200,000
Building - 24,000 FT ²	\$2,935,000
Building contents	\$195,075
Land - 3.14 Acres	\$400,000
Communications Equipment	\$204,717
Other Equipment	\$129,550
Total Capital Assets	\$3,864,342
Outstanding Debt for Police	\$2,041,669
Citizens Equity	\$1,822,673
Properties protected - FT²	13,383,538
Cost per FT²	\$0.136

SOURCE: Fernandina Beach, Police Department, December 2003 and May 18, 2004.

6. Public Facilities

As Fernandina Beach grows it will have to expand its capacities for fire & rescue, police protection and public parks. But the city will also have to expand its general ability to provide for a larger population. The City's inventory of capital assets is shown in Table 10. This inventory has been modified so that all assets assigned to or used by fire & rescue, police and parks & recreation are excluded. The assets for these departments have been included within the calculations set out above.

**Table 10
ASSET INVENTORY
CITY OF FERNANDINA BEACH
2004**

DEPARTMENT	AMOUNT	DESCRIPTION
Commission	\$5,943.00	Audience Chairs
Commission	\$4,990.00	LCD Projector
Commission	\$4,284.00	Channel Gated Mixers/ Sound System
	Total for Department:	\$15,217.00
City Clerk	\$2,741.72	Compaq Computer
City Clerk	\$21,417.00	M-Drive
City Clerk	\$10,137.45	Microfilm Reader/ Printer
City Clerk	\$3,053.16	Chairs for Commissioners
City Clerk	\$51,000.00	Telephone Communications System
	Total for Department:	\$88,349.33
Finance	\$2,700.00	Monitor, Server, & Keyboard
Finance	\$2,853.00	Laptop Computer
Finance	\$12,390.00	IMS Software
Finance	\$7,675.00	Digital Copier
Finance	\$3,238.00	Safe w/ 2 Roll Out Shelves
	Total for Department:	\$28,856.00
City Hall Building	\$766,200.00	204 Ash Street
Library	\$942,800.00	29 N. 4th Street
Chamber Building	\$163,000.00	102 Centre Street
Public Rest Rooms	\$67,700.00	102 -Rear Centre Street
Non-Departmental	\$12,108.25	Compaq File Server
Non-Departmental	\$2,999.00	Video Projection Equipment (HR)
Non-Departmental	\$2,921.00	Laptop Computer
Non-Departmental	\$10,300.00	The Sports Log Software
Non-Departmental	\$4,976.94	Server
Non-Departmental	\$8,345.70	IMS Software
Non-Departmental	\$4,469.00	Premio File Server
Non-Departmental	\$7,800.00	Cisco 2620 Router
Non-Departmental	\$4,878.63	Cisco PIX 506 Firewall
Non-Departmental	\$24,591.50	Phone System

DEPARTMENT	AMOUNT	DESCRIPTION
	Total for Department:	\$2,023,090.02
PW Admin Bldg	\$320,000.00	1180 S 5th Street
Equipment Storage	\$20,000.00	1007 S 5th Street
PW Storage	\$5,000.00	1007 S 5th Street
PW Vehicle Storage	\$109,400.00	1015 S 5th Street
PW Administration	\$2,780.00	Plotter
PW Administration	\$2,548.00	Laptop Computer
PW Administration	\$4,849.00	File System
PW Administration	\$3,259.00	Base Station Radio
PW Administration	\$11,312.00	Security Gate
PW Administration	\$3,683.90	Security Camera System
PW Administration	\$13,152.00	Chevy Caprice
PW Administration	\$23,091.00	Sport Utility Vehicle
	Total for Department:	\$519,074.90
Information Technology	\$2,564.00	Microsoft Office Pro Software
Information Technology	\$6,000.00	IBM Server
Information Technology	\$6,000.00	IBM Server
Information Technology	\$6,000.00	IBM Server
Information Technology	\$17,000.00	Cisco 3745 Router
Information Technology	\$5,500.00	HP5304 Switch
Information Technology	\$14,550.00	1998 Ford Police Car
Information Technology	\$18,806.00	1998 Jeep Police Car
	Total for Department:	\$76,420.00
Utility Billing	\$3,745.00	Letter Opener
	Total for Department:	\$3,745.00
Facility Maintenance Bldg	\$60,000.00	1170 S 5th Street
Facility Maintenance	\$11,584.00	1998 Ford Ranger
Facility Maintenance	\$14,371.45	Pick-up Truck
Facility Maintenance	\$10,777.00	Pick-up Truck #905
Facility Maintenance	\$22,414.00	2001 Ford Van
Facility Maintenance	\$2,999.95	Concrete Mixer
Facility Maintenance	\$21,079.00	2001 Ford Truck
Facility Maintenance	\$2,508.00	Golf cart
	Total for Department:	\$145,733.40
PW Garage Building	\$600,000.00	1017 S 5th Street
Garage	\$8,788.00	Basic Automotive Computer
Garage	\$2,749.00	A/C Reclaimer for Freon
Garage	\$4,140.57	Welder w/ Meters
Garage	\$3,170.18	Computer Wheel Balancer
Garage	\$4,190.00	Drum Disc Lathe
Garage	\$2,900.00	Refrigerant Reclamation System
Garage	\$10,108.16	1/2 Ton Pick-up Truck
Garage	\$13,116.00	Dual Wheel Truck
Garage	\$11,454.65	4-Wheel Drive
Garage	\$9,677.00	Truck Lift
Garage	\$60,500.00	Heavy Duty Lift
Garage	\$9,789.85	Rotary Lift

DEPARTMENT	AMOUNT	DESCRIPTION
Streets	\$23,317.00	1 Ton Utility Truck
Streets	\$55,475.00	Rubber Track Loader
Streets	\$35,180.00	Front-End Loader
Streets	\$32,935.00	Schipper Truck #456
Streets	\$5,849.00	18 Yard Dump Body w/ Side Bds
Streets	\$67,708.00	Backhoe Loader #416
Streets	\$87,704.00	Hydraulic Tandem Drive Motor
Streets	\$6,000.00	Flail w/ 60" Cutting Unit
Streets	\$20,205.00	Wheel Tractor Mower
Streets	\$33,421.02	Mower w/ Batter
Streets	\$10,515.72	Wheel Tractor
Streets	\$4,300.00	Bucket for #403
Streets	\$13,107.00	Bucket for John Deere Loader
Streets	\$5,922.00	Heavy Duty Mower
Streets	\$15,000.00	Rotary Cutter
Streets	\$35,947.10	Tractor w/ Enclosed Cab
Streets	\$4,275.00	Street Line Painter
Streets	\$23,024.00	Ford F450 Truck
Streets	\$50,380.00	Ford Truck
	Total for Department:	\$1,171,215.78
Grand Total	\$4,960,711.98	
Population Served	13,940	
Outstanding Debt	\$0.00	
Citizen's Equity	\$4,960,711.98	
Cost per Capita	\$355.86	
Area Served (FT²)	13,383,538	
Cost per FT²	\$0.37	

SOURCE: City of Fernandina Beach, August 2004.

The total replacement cost of these assets amounts to \$4,960,712. Without any outstanding debt for those facilities, Citizen's Equity is \$4,960,712 or \$355.86 per capita and \$0.37 per foot of floor area.

1st Reading



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Impact Fee Ordinance 2005-02

DEPARTMENT: Legal

ATTACHMENTS: ☐ Ordinance ☐ Resolution
☐ Support Documents ☐ Other

SUMMARY: This is first reading of the attached impact fee ordinance, which was discussed at the workshop with Dr. Nicholas on January 11, 2005. The ordinance will repeal and replace the existing sections of the impact fee ordinance in City Code. The commission may adopt a lesser amount on any of the impact fees. Based on Dr. Nicholas' analysis, and as noted in the workshop, he set forth the maximum impact fee which may be charged, but the commission may want to charge less.

RECOMMENDED ACTION: First reading of Ordinance 2005-02

DEPARTMENT HEAD	Submitted: <u>DEBraga</u> Requested Agenda	Date: 1/25/05 Date: 2/1/05
FINANCE DEPARTMENT	Budgeted ☐ Yes ☐ No ☐ N/A	Date:
CITY ATTORNEY	Approved for Form and Correctness <u>[Signature]</u>	Date: 1/25/05
CITY MANAGER	Approved Agenda Item for <u>[Signature]</u>	Date: 2/1/05
COMMISSION ACTION:	☐ Approved As Recommended ☐ Disapproved ☐ Approved With Modification ☐ Tabled To Time Certain ☐ Other	

DISTRIBUTION: ☐ CA ☐ CC ☐ CM ☐ CD ☐ FI ☐ FD ☐ GC ☐ HR ☐ MD ☐ PD ☐ PR ☐ PW ☐ UD

2nd Reading



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

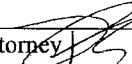
SUBJECT: Ordinance 2005 -02
Impact Fee Ordinance

DEPARTMENT: Legal

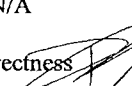
ATTACHMENTS: ☐ Ordinance ☐ Resolution
☐ Support Documents ☐ Other

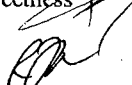
SUMMARY: This is second reading of Ordinance 2005-02. This Ordinance was discussed at the workshop with Dr. Nicholas on January 11, 2005; it repeals and replaces the existing sections of the impact fee ordinance in City Code. Based on Dr. Nicholas' analysis, and as noted in the workshop, he set forth the maximum impact fee which may be charged. This Ordinance was approved by City Commission on first reading at the February 1, 2005 meeting.

RECOMMENDED ACTION: Approve Ordinance 2005-02 on second and final reading.

DEPARTMENT HEAD Submitted: DBraga, City Attorney  Date: 2/14/05
Requested Agenda Date: 3/1/05

FINANCE DEPARTMENT Budgeted ☐ Yes ☐ No ☐ N/A Date:

CITY ATTORNEY Approved for Form and Correctness  Date: 2/15/05

CITY MANAGER Approved Agenda Item for  Date: 3/1/05

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

DISTRIBUTION: ☐ CA ☐ CC ☐ CM ☐ CD ☐ FI ☐ FD ☐ GC ☐ HR ☐ MD ☐ PD ☐ PR ☐ PW ☐ UD

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The City Commission of the City of Fernandina Beach, Florida, met in a Workshop Meeting on Tuesday, January 11, 2005 at 6:00 p.m. in the City Commission Chambers. Present were Mayor Greg Roland presiding, Vice-Mayor Beano Roberts, Commissioners John Crow, Michael Lamb, and Ken Walker. Also present were City Manager Robert Mearns, City Attorney Debra Braga and City Clerk Cassandra Mitchell.

Mayor Roland called the meeting to order and dispensed with the normal formalities. He explained that the CRA Conceptual Plan was going to be a presentation to the City Commission and public for an update. He stated that the City Commission was not taking any formal input tonight, but Fleet Associates would be taking public input several times towards the end of February and first of March. He noted that the City Commission expected the final plan the first of March for public review and comment.

REVIEW OF THE REVISED IMPACT FEE SCHEDULE: City Manager Mearns explained that in 2003 when staff was putting together the 2003/2004 budget the City was struggling with the availability of revenues to buy certain needed matters. He stated that staff identified impact fees as a likely source to fund several things. He explained that after looking at the impact fees and the City's impact fee Ordinance it became very clear that the City was not following its own Ordinance. He pointed out that the Ordinance that was adopted in 1984 required that impact fees be reviewed every two years, but that had not been done. He stated that the City Commission authorized an analysis of impact fees, a study, and a recommendation for a new impact fee structure together with an Ordinance that would enable the levy of the impact fees. He explained that Dr. Nicholas is a Statewide known expert on impact fees and was approved by the City Commission to do this work. He stated that the information used was obtained from City records and City departments.

Dr. James Nicholas referred to the report and explained that a development impact fee is a one-time charge levied by a local government on new construction to pay a share of the capital costs for providing public infrastructure to those developments. He stated that the capital costs were for Parks & Recreation, Fire & Rescue, Police protection, and public buildings & facilities. He explained that impact fees must follow the dual rational nexus test and briefly described the two components of this test as contained in the agenda support documents. He stated that the draft Ordinance requires that impact fees be deposited into special restricted trust funds and be spent only on improvements that will benefit the people that paid the fees. He commented that the City was dealing with the needs of growth and fulfilling those needs.

He stated that Fernandina's growth has been a steady path with about 100 new homes per year with about 200 new people per year.

He explained that this creates the need for investment and possibly also a source of funding to pay for that investment. He stated that a new trend has evolved to assess fees on the basis of floor area rather than on some type of dwelling unit basis. He provided details of the square feet of developed floor area by land use as contained in table 2 of the report. Mayor Roland referred to an email sent by Mr. Lott and questioned whether the short-term rental homes and rental homes that are used as tourist rentals were calculated under residential or tourist. Dr. Nicholas replied that rental condos were in residential. He stated that tourist would be things such as hotels, motels, and rooming houses. He referred to the Parks & Recreation inventory as listed in table 3 of the report. He stated that the more you expand people area the more the City was going to need to expand park area. He provided some details of the costs associated with the Parks & Recreational areas of the City as contained in tables 4 -7 of the report. He noted that the City has \$6 million dollars in outstanding debt. He stated that the total value of the assets minus the outstanding debt equates to citizen's equity. He explained that per capita that equates to \$1,550 or \$1.83 per square foot of people area. He stated that \$1.83 per foot was the City's maximum legal impact fee that the City could charge for Parks & Recreation in the City. He referred to Fire & Rescue and stated that it was basically the same noting that the goal of Fire & Rescue is a response time of 5 minutes. He briefly explained the figures in table 8 that equate to a cost per square foot of \$0.27 to have adequate Fire & Rescue facilities needed to serve buildings within the City. He presented figures for Police Protection as contained in table 9 and stated that the maximum legal impact feet was \$0.136 per square foot. He referred to table 10 for public facilities and explained that the maximum legal public facilities impact fee would be \$0.37 per square foot. He commented that there were different totals for residential and non-residential because non-residential would not pay Parks & Recreation. He reminded the City Commission that tourist oriented was moved over and they would be assessed for Parks & Recreation. He stated that the maximum total legal impact fees for a residence would be \$2.61 per square foot and a non-residential development would be \$0.78 per square foot. He compared the fees to State norms in Florida and noted that the City was not proposing a road impact fee, but the City streets are included in public facilities. He stated that the average park impact fee for a single family home around the State is \$802. He commented that if the City went with the \$2.61, it would be for a 2,000 square foot home it would be \$3,660. He explained that Police & Fire around the State the average was \$238 and the City was \$818. He noted that there was not a school impact fee in the City and the average around the State is \$2,500. He stated that the State average for public facilities was \$304 and if the City

went with \$0.37 it would be \$740. He pointed out the total State average was \$5,488 and the City was \$4,478. He referred to Parks & Recreation and commented that the highest fee in the State is the City of Palm Beach Gardens that can go up to \$6,000 for a single family home. He explained that the building industry was strongly supportive of it, because what they found was that the park system sells their homes. He stated that built into the impact fee is the assumption that the City in fact will be buying land for Parks & Recreation and that is why that number is what it is. He commented that if it is not the City's intent to buy more land then that amount should go down. He noted that public safety was higher than the average, but there are a number of communities that have a \$10 public safety impact fee which drags the average way down.

Mayor Roland referred to development outside the City that annexes in and questioned if they annex after developing would they still be liable for the impact fees. Dr. Nicholas stated that when they draw their building permit they pay the County impact fees and that's that. He explained that there have been a number of cities and counties that get together and when there is clear intent that those would annex into the city the county insists that the development pay the city impact fees. He stated that there are others where the city negotiates the impact fee along with the annexation agreement, which was most common. Mayor Roland questioned if it was appropriate and legal to do that as part of an agreement. Dr. Nicholas stated that those negotiations are voluntary agreements and as long as they are agreed to there is no issue. He commented that he has also seen the impact fee put on existing properties as a special assessment.

Vice-Mayor Roberts commented that Parks & Recreation is obviously is the biggest load individually that the City has. He stated that the City owns a lot of property and it would be his thought that the City has enough land should the City chose to develop a park.

He questioned if this is the case what can that do to that number.

Dr. Nicholas replied that \$23.5 million would go all the way down to zero. Vice-Mayor Roberts stated that he didn't want to do that.

Dr. Nicholas explained that the City could take it down to half, three-quarters, one third, or all the way to zero. He stated that if the intent of the City is to buy no land that number would go to zero. Vice-Mayor Roberts noted that this is supposed to be reviewed every two years. He questioned if the number could be addressed during the review. Dr. Nicholas replied certainly.

Mayor Roland commented that 10 years from now if the City sees a need the City would need that money in the bank, because the costs certainly are not going to go any lower. Dr. Nicholas pointed out that impact fees are always forward looking.

Commissioner Walker inquired whether the benefit that is derived has to be a direct benefit to the ones that are paying it or can it

be indirect. He related an example of redoing the swimming pool at the recreation center and questioned if that would be an appropriate use of the funding. Dr. Nicholas replied yes and stated that the courts have characterized the benefit as substantial rather than direct. He explained that direct is criteria of special assessment. He commented that in that particular case where the court has characterized substantial it happened to be a parking pad fee. He stated that the court was forgiving as long as the facility improved and could be expected to be used by the people who paid the fee. He explained that the City could not fix a broken pool because that does not expand the number of pools or recreational opportunities. There was some discussion to further clarify this.

Commissioner Lamb referred to the line items of capital improvements and capital expansion and questioned whether these were two separate items to be addressed. He inquired if this was more appropriately capital expansion as opposed to capital improvement. Dr. Nicholas replied capital improvement would include fixing the pool and capital expansion means expanding the pool. Commissioner Lamb referred to the example of expanding parks and using the capital improvement fund to expand the parks. He stated that when you expand the park you also have to have the equipment to maintain that and that comes out of capital improvement. Dr. Nicholas stated that to buy lawn mowing equipment or a truck would be legitimate. Commissioner Lamb commented that when the City buys a lawn mower or a truck the City has to have someone to operate that. Dr. Nicholas replied that you couldn't.

He stated that when you look at an impact fee to always be careful of what you wish for because you might get it. He commented that the big cost isn't the fire station or park, but operating and maintaining them. He pointed out that for newly hired Firefighters and Police Officers paying their period of training out of impact fees has been done. He stated that this is a onetime up front cost like a capital expenditure. He explained that going through case law you won't find a single word about the use of impact fees for operations and maintenance. He stated that the reason for that is nobody has done it. He commented that the conventional wisdom is that you can't do that. He pointed out that outside of Florida other communities have used these funds for operational maintenance, but it is extremely rare. He explained that keeping capital equipment too long takes those operation and maintenance expenses and runs them through the roof. He stated that keeping the capital side as it should be will at least give the City the lowest possible operation and maintenance expenses. There was a brief discussion about this.

Mayor Roland commented that when the City is looking at impact fees it is not just the initial fees, but the global impact. He stated that if the City chooses not to do Police & Fire impact fees the

City would have to pay one way or the other. City Manager Mearns stated that if you think real estate taxes will pay for all of this you are mistaken. He commented that the real estate taxes may keep even with the demand for the operation maintenance for the people to maintain the park system and the people to drive the Police cars. Mayor Roland requested Dr. Nicholas to comment about the conception that when new development comes in it will pay for its demand for services. Dr. Nicholas noted that the City has had very steady development for a good while. He questioned whether the City has noted itself overwhelmed with money. He referred to the County and the State of Florida and commented that the State of Florida was constantly in financial crisis. He stated that in Florida we don't tax services, but in the United States and in Florida services are growth industry. He referred to the local level and commented that there are assessment limits on how much a property can go up. He stated that luckily the City has a number of properties that aren't homesteaded. He explained that putting together the tax limitations, the exclusions, and the exemptions it simply means that the cornucopia of money is not flowing. He stated that jurisdictions with huge tax bases such as the City of Fernandina Beach and Naples still have the same problem of how to pay these bills, because of the various limitations. He pointed out that over time growth will pay for itself. He explained that if you build a home it would generate a tax base and tax revenues and probably in 8 to 15 years would pay for itself. He stated that the City was building 100 a year plus all the support facilities that go along with them. He commented that the 100 built last year take 8 to 15 years to pay for themselves and now the City was building another 100 this year that could take 8 to 15 years to pay for themselves. He explained that the City has expanded that deficiency with last years plus this years and it keeps going up like with credit cards. He commented that the unfunded debt keeps going up and then because the City doesn't have the money it doesn't build the facilities and then you have congestion. He stated that was exactly what happened with the public school system here. He provided some further comments about this subject.

Vice-Mayor Roberts inquired how many cities in the State of Florida have not been enforcing impact fees. Dr. Nicholas commented that there are 509 cities in Florida and those that use impact fees he would guess maybe 100, but it could be more. He stated that with counties there is much more action and most of those that don't charge fees have no growth. He explained that in the rapid growth areas you will probably find that 80% of the growing areas have impact fees. A question was raised about a time limit on impact fees. Dr. Nicholas replied 6 years. Mayor Roland stated that it was part of the adopted Ordinance. Dr. Nicholas commented that if the money is not spent it gets refunded with interest.

City Manager Mearns explained that he had worked with Dr. Nicholas

in another jurisdiction on road impact fees. He stated that the number that came out as the rationale nexus impact fee was higher than the City Council thought it should be. He explained that they cut it and what happened was that it had the effect of collecting impact fees for things that could never be built, because there would never be enough money to accomplish the goal of the impact fee. He requested that Dr. Nicholas comment briefly about this.

Dr. Nicholas stated that the City can charge less, but you have to make sure that the needs are less. He explained that to pretend that the City is not going to buy land when it needs to would simply further aggravate the unfunded deficit problem. He stated that in Palm Beach County when there was a move to cut the impact fees it was the builders and developers who came forward and said no. He commented that the builders and developers need those roads for concurrency. He stated that the City is making a commitment when they take someone's money and say that they are going to give something in return for that. He commented that if someone pays for 50 square feet of park they should have the right to expect that, but if the City gives only 35 then the City has violated that.

Vice-Mayor Roberts referred to the acquisition of land for recreation and explained that he didn't see the need to put money aside at this time to acquire land because the City does have an awful lot of land. He stated that he didn't have a problem in reducing that to some degree. He presented a couple figures to consider. Dr. Nicholas stated that the City needed to make sure that the expenditure is not there and that in fact the City is not going to try to buy lands.

Mayor Roland inquired if Dr. Nicholas had looked at where those parks may be and what parts of the City may not have parks. Dr. Nicholas stated that he saw the maps, but he didn't look Citywide.

Mayor Roland stated that this was something for the City Commission needed to look at when this comes up for adoption. Dr. Nicholas explained that the City has a number of options on how to approach that issue. He stated that it could do it simply Citywide or a simple reduction of half or the City could go some part by some part. City Manager Mearns pointed out that the Comprehensive Plan requires the dedication of 7 acres per 1,000 residents. He stated that if the City wanted to go over and above that or locate parks in existing areas that don't have parks that would be where you focus the dollar expenditures on. Dr. Nicholas pointed out that the City Ordinance requires that developers get a dollar for dollar credit against their impact fees for the dedication of parkland. Commissioner Lamb commented that taking a look at total parks and recreation space that the City has it currently far exceeds the Comprehensive land use plan. He stated that is not to say that the City shouldn't invest in the future. He explained that as the City grows to the south it is not going to be able to

keep up the ratio that the City currently enjoys simply because proportionally there is not enough land to do that with. He stated that the City Commission needed to keep in mind that the City already exceeds the requirement and there is going to be very limited land available in the future unless the City wants to annex west of river for parks and recreation. Vice-Mayor Roberts inquired about encouraging the County to impose recreation impact fees on the rest of the island. He questioned if this would come close to helping what the City anticipates may happen down the road. Dr. Nicholas commented that he would imagine that like most cities the City faces the situation where many people come to enjoy the parks that don't live here. He stated that many other cities have encouraged counties to address that issue on a cooperative basis. Mayor Roland thanked Dr. Nicholas and announced that the first reading of the Ordinance would be held at the first meeting of February. City Manager Mearns stated that second reading would be March 1st. He explained that a copy of the slide show could be emailed to those that were interested. A suggestion was made to make it available to download from the City's website. City Manager Mearns replied absolutely and pointed out that draft Chapters 2, 4, 5, and 6 of the Land Development Code were available on the website.

CONSULTANTS UPDATE OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) CONCEPTUAL PLAN: Ms. Janis Fleet, Fleet Associates, explained that they used the vision statement of maintaining views and access to the water, establishing a sense of place along the waters edge, and maintaining the character of Fernandina Beach as reflected in the working waterfront and historic district as the basis for moving this forward. She referred to a map of the designated CRA area and stated that their development plans center along Front Street on the waterside. She commented that they have to look at the impact on the other side in order to make it all fit in. She commented that the City owns a big portion of land right in the center, and this allows for the impact of development to start. She explained that whatever happens in the plan it has to be the desire of the private property owners in that area. She commented that the City can go through a process to acquire the property, but primarily the property owners have to have their rights protected. She stated that they looked at zoning and land use as part of the base, but as they move forward it may be that the City would need to change some of those categories.

She referred to the zoning map and noted the Historic District areas with the CRA that would have to reflect the historic flavor. She pointed out the land use categories as reflected on the future land use map.

Mr. Bob Fleet explained that they looked at how the land was being used now. He noted that there are a number of parcels that are vacant and some that are vacant with a structure on it. He pointed

out the other various current uses of the area making note of environmentally sensitive areas. He stated that they looked at the traffic pattern and briefly commented about this. He explained that each thing that is done along the waterfront people need to get there. He proposed that on Broome Street and Alachua Street to open up the road through and over the railroad tracks to Front Street. He stated that at Broome Street, Alachua Street, Centre Street, and Ash Street there needs to be a crossing over the railroad tracks to ensure the safety of pedestrians. He commented that in opening up Broome and Alachua Streets the City needs to try to maintain the view corridor of the Amelia River. He pointed out the CRA boundary and commented that there was not a lot of land along Front Street and the water. He stated that we don't want to put parking there unless they can't avoid it. He suggested that the lot at the corner of Broome and 2nd Street be a potential parking lot. He noted that there was existing parking at Alachua and 2nd Street. He stated that there was also a vacant lot at Ash and 2nd Street that could also serve for parking. He explained that looking to the south there is a large parcel of uplands with a tremendous view of the river and has the potential for an upland development. He commented that it needs to be an anchor pad that can almost stand on its own whether it be a destination, a restaurant of a certain size combined with mixed use retail, ecotourism, vendors renting kayaks, canoes, etc. He explained that the Marina plan needs to be coordinated with what they are proposing. He stated that upland of that there is a potential for public space. He commented that north of the Marina there is an area extending up to north of Broome Street for mixed use development for a combination of retail, restaurants, or water related activities. He stated that north of that there is a concentration of working waterfront with the seafood processing facility, seafood shops, etc. He explained that in connection with all of this there needs to be a pedestrian link to give people a way to walk and enjoy the river.

Ms. Fleet explained that this is an ongoing process and welcomed input and comments. Mayor Roland inquired if the City could post their name and address on the website. Ms. Fleet stated that was no problem. City Manager Mearns inquired if there was going to be a community workshop or open house. Mr. Fleet stated that they had one in November before the holidays. He commented that they could have another or people could contact them. He stated that they had planned that the next step was that they would do a draft concept plan and at that time they could get comments. He explained that then they would come back with a final plan with environmental sketches. City Manager Mearns questioned if people would have the opportunity to contact Fleet Associates with suggestions. Ms. Fleet replied exactly. Mr. Fleet pointed out that even though some of those vacant structures may be underutilized or run down they may be

salvageable to be renovated to add to the historic character. He stated that this was something that they would try to look at as they go forward. Ms. Fleet explained that they look forward to getting any comments from the public as they continue on. She commented that this would make the project work with more buy in from the community.

She noted a lot of community effort up to this point, which was why they took from previous workshops and plans. Ms. Lupita McClenning pointed out that Fleet Associates does want input from the public.

Mayor Roland inquired about a public meeting. Ms. McClenning stated that she would schedule a date for a public meeting with Fleet Associates. Mayor Roland expressed his appreciation for Fleet Associates' presentation.

ADJOURNMENT: There being no further business to come before the Commission, the meeting was adjourned at 7:33 p.m.

ATTEST:

CASSANDRA MITCHELL GREG ROLAND
City Clerk Mayor-Commissioner

MINUTES
Workshop Meeting
January 11, 2005
Page

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The City Commission of the City of Fernandina Beach, Florida, met in Regular Session on Tuesday, February 3, 2004 at 6:00 p.m. in the City Commission Chambers. Present were Mayor Joe Gerrity presiding, Vice-Mayor Michael Lamb, Commissioners John Crow, Beano Roberts, and Greg Roland. Also present were City Manager Robert Mearns, City Attorney Debra Braga and City Clerk Cassandra Mitchell.

Mayor Gerrity called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was then given by Pastor Ed Coop from the Joy Fellowship.

REQUESTS FROM THE AUDIENCE TO BE HEARD ON ITEMS NOT ON THE AGENDA:
There were no requests from the audience to be heard on items not on the agenda.

PROCLAMATION PROCLAIMING FEBRUARY 1-8, 2004 AS "BURN AWARENESS WEEK":
Mayor Gerrity read the Proclamation in full proclaiming the week of February 1-8, 2004 as "Burn Awareness Week" and presented copies to members of the Shrine Club. Mr. E. M. Thomas, President of the Fernandina Beach Shrine Club, introduced Mr. James Duset, Mr. Danny Leeper, Mr. Lloyd Smith, and Mr. Tom Miller of the Shrine Club. He expressed his sincere thanks on behalf of the Shrine Club to the City Commission for this Proclamation. He announced that they were sponsoring a Golf Tournament Thursday, February 5th and would be having a dance Saturday, February 7th at Ten Acres starting at 8:00 p.m. until midnight.

PROCLAMATION PROCLAIMING FEBRUARY 2004 AS "LIBRARY APPRECIATION MONTH":
Mayor Gerrity read the Proclamation in full proclaiming February 2004 as "Library Appreciation Month" and presented copies to Ms. Sherry Stein, Member of the Friends of the Library and Ms. Dawn Bostwick, Director of the Nassau County Public Library. Ms. Bostwick thanked the City Commission for supporting Governor Bush in announcing February as "Library Appreciation Month". She commented that February was also "Black History Month" and explained that the library had several programs this month.

PROCLAMATION PROCLAIMING FEBRUARY 2004 AS "BLACK HISTORY MONTH":
Mayor Gerrity read the Proclamation in full proclaiming February 2004 as "Black History Month" and presented a copy to Mr. Neal Frink. Mr. Neal Frink, stated that as a member of the Nassau County Historical Organization he thanked the City Commission for the Proclamation.

PRESENTATION OF RECALCULATION OF IMPACT FEES: City Manager Mearns noted that during last year's budget the City had several appropriations from impact fees to purchase some much needed equipment. He stated that in this year's budget after some research staff learned that the impact fees for Police, Fire, and Parks and

Recreation had not been updated with what the City Code requires of every two years. He explained that the Commission approved doing an impact fee analysis and recalculation by Resolution in November. He introduced University of Florida Impact Fee consultant Dr. James Nicholas who would address the Commission on the matter of impact fees. Dr. Nicholas stated that there was a great deal of law on impact fees. He explained that a development impact fee was a payment in money imposed upon new development as a condition of development approval. He stated that money can only be used to pay for a proportionate share of the cost of improvements needed to serve new growth and development. He noted that in Florida the capital infrastructure costs for which impact fees are charged are for: water and sewer lines; lift stations and plants; roads, streets, and bridges; public schools; storm water facilities; parks, recreation, and open spaces; public safety buildings and equipment (including Police protection, Fire protection, rescue and EMS); and public libraries. He provided some background about impact fees and explained that generally in order for revenues to match growth revenues are going to have to grow at the rate of growth plus the rate of inflation. He stated that we have found that doesn't happen in Florida because of all the natural restraints on revenue. He explained that impact fees are a way of funding the needs for growth in order to avoid concurrencies either legally based or market based. He stated that it was simply done by dividing up these big costs into pro-rated shares. He gave a presentation to the City Commission about this. He presented a comparison of the City's impact fees against the Florida average and noted that adding up all the fees for a single family home the City has \$728.00 against the State average of over \$5,000. He stated that the ground rules for development of impact fees in Florida was that you must satisfy the principal of nexus between new development and the need for facilities. He provided some further details of this principal and stated that the impact fees must be in accordance with the principals and policies set out in the Comprehensive Plan. He briefly explained the criteria in law in Florida that had to be respected in establishing or updating an impact program by citing specific cases. He commented that the City's impact fees were in need of updating and that the City could also consider extending impact fees to other facilities such as libraries and roads. He stated that he was charged through the City Manager to prepare an update to the existing fees and would have something back in sixty days of what the new impact fee structure would look like.

City Manager Mearns explained to Dr. Nicholas that the County operates the library system, but the City owns the building that houses the library and pays a sum of money to the County to operate the library. He stated that the City is responsible for the maintenance of the building and inquired how that would fit into the City imposing a library impact fee if the City does not operate the library. Dr. Nicholas explained that the best way of doing that

would be through an interlocal agreement with the County. He stated that if Fernandina were to have a library fee the City would contract with the County and the City could charge the cost of expanding libraries in Fernandina Beach provided that those monies were earmarked and spent for the expansion of the library in Fernandina Beach. He explained that expansion means the physical building and it also means materials. Commissioner Roland inquired what would happen if the County decided to move the library outside the City limits, but the City citizens were still the primary users of that facility. Dr. Nicholas replied that it would complicate the issue, but it wouldn't end it. He stated that the issue is not so much where the library is as it is who benefits from it. He commented that commonly you see municipalities having parks such as a municipal golf course outside the City limits and there is nothing wrong with that as long as it meets the requirement as benefiting the residents of the City. Mayor Gerrity stated that the City doesn't collect road impact fees, but when the City annexes a project or development in the City it requires that the developer pave the road before it is turned over to the City. He noted that impact fees could not be used to resurface roads. Dr. Nicholas replied that was correct. Mayor Gerrity inquired if Dr. Nicholas would go to the City's capital improvement plan for adjusting the fees. Dr. Nicholas explained that the impact fee must be consistent with the City's capital improvement element. City Manager Mearns inquired if road impact fees were only for new roads. Dr. Nicholas replied not just new roads but also expanded capacity. He stated that he did a road impact fee for the City of Key West and the problem there was they were constantly hit with more and more traffic and the need to accommodate more traffic.

He explained that they used the road impact fees to increase the capacity of the existing system by a variety of ways. He provided some details about this and what was determined by the courts on this matter. City Manager Mearns stated that the City was beginning to

see an increase in capacity on AlA (8th Street) and it's a State road. He inquired if the City could collect impact fees to put turn lanes to take the through traffic off and stack the turning traffic.

Dr. Nicholas replied yes and commented that was one of the most common uses of impact fees. He explained that the way to get vehicles through intersections quicker through facilitating the turn movement or through facilitating better control. Vice-Mayor Lamb commented that the congestion is caused as much by the growth in the unincorporated area of the island as it is in the City limits. He inquired if it was common and feasible to consider asking the County to collect an impact fee to assist the City in that regard. Dr. Nicholas stated that there have been some impact fee swaps, but they are pretty rare. He explained that if the County were to ever do something in the unincorporated area they were perfectly free to put the money there, but they would have to want to do it. There was some discussion about this.

The City Commission of the City of Fernandina Beach, Florida, met in Regular Session on Tuesday, February 1, 2005 at 6:00 p.m. in the City Commission Chambers. Present were Mayor Greg Roland presiding, Vice-Mayor Beano Roberts, Commissioners John Crow, Michael Lamb, and Ken Walker. Also present were City Manager Robert Mearns, City Attorney Debra Braga and City Clerk Cassandra Mitchell.

Mayor Roland called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was then given by Reverend Bernard Thompson from the Zion Sisters Missionary Baptist Church.

FIRST READING OF ORDINANCE #2005-02 IMPACT FEES: City Attorney Braga read Ordinance #2005-02 by title only, which was as follows: "AN ORDINANCE OF THE CITY OF FERNANDINA BEACH REPEALING SECTIONS 2-451 TO 2-460 INCLUSIVE IN DIVISION 3 OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH AND REPLACING IT WITH A NEW DIVISION 3, SECTIONS 2-451 TO 2-465, INCLUSIVE, RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE CITY OF FERNANDINA BEACH, FLORIDA; IMPOSING IMPACT FEES ON LAND DEVELOPMENT IN FERNANDINA BEACH FOR THE PROVISION OF FIRE PROTECTION, POLICE PROTECTION, PARKS AND RECREATION AND PUBLIC BUILDINGS NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING DEFINITIONS; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF IMPACT FEES; PROVIDING FOR IMPACT FEE TRUST FUNDS; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM IMPACT FEES INTO IMPACT FEE TRUST FUNDS ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR THE USE OF IMPACT FEE RECEIPTS; PROVIDING FOR REFUND OF IMPACT FEES; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REVIEW OF IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE AUTOMATIC ADJUSTMENT OF IMPACT FEES; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."

Ms. Julie Ferreira, 501 Date Street, noted from the presentation of Dr. Nicholas that he stated based on the services that are now in the City which include fire and rescue, the police protection, and parks and recreation that the City needed to up the current impact fees to \$2.61 per square foot for new residential buildings. She stated that at \$2.61 per square foot for a new house that has 2,100 square feet of heated space that cost would be \$5,487. She commented that spread out over a 30 year mortgage that translates into about \$30.27 month.

She referred to the comments made about Palm Beach Gardens about having the highest impact fees in the State and noted that in that community the park lands contribute to the quality of life. She commented that it seemed to her as Fernandina becomes more urbanized that open space, parks and recreation would be what sets our City apart if the City chooses to think and plan into the future. She referred to a previous meeting where different Commissioners stated that our City already has enough park and recreation land and questioned those statements. She noted that Dr. Nicholas had said that the impact fees are always forward thinking and that the City wants to have that money in the bank when the City needs it. She commented that there was also a discussion about pay now or pay later and Dr. Nicholas was clear that the City would be kidding itself if it thought that the added revenues of property taxes being brought in by new development are going to be helpful in this respect. She noted that Dr. Nicholas reminded the City that in the County there is a financial crisis and that over time growth pays for itself, but it takes 15 years to reach that state of parity. She commented that this year's budget includes \$1.6 million dollars for improvements for parks and recreation land. She stated that she would like to see the

City plan now so that the City can possibly carry out Fleet's suggestion for a river front park. She explained that she thought it would be thinking ahead to use that \$2.61 square foot of impact fees to purchase waterfront land and build a boardwalk with an observation deck.

Mr. Richard Rothrock, 2487 Captain Cook Drive, thanked the City Commission for bringing Dr. Nicholas' expertise to bear on this issue. He stated that his simplified method of explaining the issue was really appreciated. He explained that he was in favor of imposing higher impact fees proposed by Dr. Nicholas. He noted that the monies gathered must be used for the benefit of those charged thus making the money tightly controlled so that it can not go into the general operating fund. He commented that the City should at a very minimum levy an impact fee of a \$1.83 per square foot for land acquisition for parks and recreation or capital improvement to existing parks and recreational lands. He stated that looking longer term the City does need to be in a position to acquire additional lands for parks and recreation in order to serve the expansion of the City to the south. He noted that as time goes on undeveloped land will become more and more expensive. He referred to the Greenway and stated that it is predominantly a conservation area not a park or recreation area. He commented that the area of the Greenway that can be walked probably represents about 3 acres. He explained that accepting the assumption that City doesn't need any more land impact fees may be used for capital improvements on parks and recreational lands. He commented that the Marina uplands have a tremendous potential as a park area, yet the funding sources are a critical issue. He noted that impact fees are passed along by the builder to the purchaser of the home. He stated that assuming that a 2,100 square foot heated space at \$1.83 approximates out to \$3,850 and at today's mortgages rates translates to approximately \$23.00 a month on a 30 year mortgage. He commented that even applying the maximum rate of \$2.61 the City is taking command of this revenue, which would be greatly appreciated by the all the citizens who do not want to pay the rising costs of subsidizing island growth.

Vice-Mayor Roberts commented that the recreation issue can be very interesting. He stated that looking at the City budget Police and Fire consumes almost 40% of the City's budget. He noted that Police and Fire were proposed to get \$.409 per square foot in impact fees.

He stated that he didn't have a problem with the impact fees that have been proposed, but he thought they were a little heavy on recreation. He commented that he didn't have a problem in reducing that by \$.25 per square foot. He briefly commented about the cost differences for a 2,100 square foot home and a 3,000 square foot home. He stated that he wished that the funds could be transferred in some ways, because the greater impact on the community is Police and Fire. He questioned as the City goes south when does it stop being the City's responsibility to provide recreational lands for

those at the present time live outside the City limits. He stated that there has to be a solution to this such as the County imposing enough impact fees on the south end of the island that can relate to the acquisition of land for parks for the people that live outside the City limits. A motion was made by Vice-Mayor Roberts, seconded by Commissioner Crow, to adopt Ordinance #2005-02 on first reading.

Commissioner Lamb concurred with Vice-Mayor Roberts. He noted that parks and recreation are very important to any community and this community takes parks and recreation very seriously. He stated that with the growth of the City we can't overlook the importance of the basics of what the City is incorporated for and that is Police and Fire protection as well as streets and maintenance. He explained that he thought the impact fees should be adjusted upwards, but the shift should be towards increasing those areas. He noted that parks and recreation was doing fine. Commissioner Walker noted that the impact fees from Dr. Nicholas were based on his analysis of what the formula could be. He questioned if these were the maximum impact fees that the City could charge. City Manager Mearns replied correct. Commissioner Walker noted that the money has to be spent on certain things and has to go in a separate fund so the accounting would be there for the money. He stated that he would support this 100%. Vice-Mayor Roberts inquired if the City could transfer some of the recreation money to Police and Fire. City Manager Mearns explained that the City couldn't do it because each impact fee trust fund is calculated separately. Mayor Roland stated that he thought the impact fees are appropriate. He noted that some thought parks and recreation was a little high, but the cost of land acquisition is going to get higher. He commented that if the City doesn't start putting it in the bank now the City would be behind the bell curve completely. He noted that Dr. Nicholas pointed out that if the City doesn't use this money it has to be refunded fully. He stated that he wished the City could do Police and Fire higher, but the studies just don't bear it out. He commented that in two years when the City redoes the study that may change. Vice-Mayor Roberts stated that the difficulty is that the City can not attach salaries to this and that is a heavy load with Police and Fire. He commented that maybe the State legislature should look into that. After a brief discussion, vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Received by: Ambo

Date: 2/3/05

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Fernandina Beach, Florida, will hold the second public hearing on Tuesday, March 1, 2005 at 6:00 p.m., in the City Commission Chambers, 204 Ash Street, Fernandina Beach, Florida, on the proposed Ordinance entitled as follows:

ORDINANCE NO. 2005-2

AN ORDINANCE OF THE CITY OF FERNANDINA BEACH REPEALING SECTIONS 2-451 TO 2-460 INCLUSIVE IN DIVISION 3 OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH AND REPLACING IT WITH A NEW DIVISION 3, SECTIONS 2-451 TO 2-465, INCLUSIVE, RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE CITY OF FERNANDINA BEACH, FLORIDA; IMPOSING IMPACT FEES ON LAND DEVELOPMENT IN FERNANDINA BEACH FOR THE PROVISION OF FIRE PROTECTION, POLICE PROTECTION, PARKS AND RECREATION AND PUBLIC BUILDINGS NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING DEFINITIONS; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF IMPACT FEES; PROVIDING FOR IMPACT FEE TRUST FUNDS; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM IMPACT FEES INTO IMPACT FEE TRUST FUNDS ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR THE USE OF IMPACT FEE RECEIPTS; PROVIDING FOR RE-FUND OF IMPACT FEES; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REVIEW OF IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE AUTOMATIC ADJUSTMENT OF IMPACT FEES; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of said proposed ordinance may be inspected by the public at the office of the undersigned at 204 Ash Street, Fernandina Beach, Florida. Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered with respect to such ordinance.

ALL MEMBERS OF THE PUBLIC ARE INVITED TO BE PRESENT AND BE HEARD. IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PROGRAM OR ACTIVITY SHOULD CONTACT 277-7305 OR TDD 277-7399 OR FLORIDA RELAY SERVICE 1-800-955-8771, AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATION.

CITY OF FERNANDINA BEACH
BY: CASSANDRA P. MITCHELL
ITS: CITY CLERK

(NOTE TO PUBLISHER: Please publish the above in the February 9, 2005 edition of the News-Leader under legal publications. Send bill along with proof of publication to the City of Fernandina Beach, 204 Ash Street, Fernandina Beach, FL 32034, Attn: Cassandra P. Mitchell. Thank you.)

NEWS LEADER

Published Weekly

511 Ash Street/P.O. Box 766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32034

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CITY OF FERNANDINA BEACH
BY: CASSANDRA P MITCHELL
ITS: CITY CLERK
11 02-09-2005
4083

STATE OF FLORIDA COUNTY OF NASSAU:

Before the undersigned authority personally appeared **Michael B. Hankins**

who on oath says that he is the Advertising Director of The Fernandina Beach *News-Leader*, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

NOTICE OF PUBLIC HEARING City Commission of the City of Fernandina Beach March 1, 2005 Ordinance No. 2005-2

was published in said newspaper in the issues of **02-09-2005**

ref. No. 4083

Affiant further says that the said Fernandina Beach *News-Leader* is a newspaper published at Fernandina Beach, in said Nassau County, Florida, and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

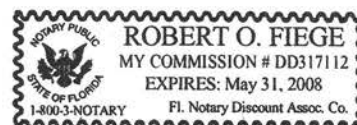
Michael B. Hankins

Sworn to and subscribed before me
this **9th** day of **February**, A.D. 2005.

Robert O. Fiege

Robert O. Fiege, Notary Public

A Personally Known



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Discussion
Dune Walkover Assessment, Rehabilitation and Maintenance

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed in the agenda at the request of Commissioner Ross.

Proposed dune walkover assessment, rehabilitation and maintenance plan:

- a. Direct the City Manager to hire a building inspector to inspect all City dune walkover structures and report their condition and any needed immediate corrective repairs (To be paid for from restricted building fund).
- b. Direct the City Manager to use the Dune Management Plan and building inspector's report to have a written plan to repair, replace, or construct new dune walk overs at all City beach access points.
- c. Direct the City Manager to have a plan so that private entities may "adopt a dune walkover" to fund the repair, replacement or construction of new dune walk over(s).
- d. Direct the City Manager to create a plan to establish a crowdfunding source to fund the repair, replacement and/or construction of new dune walk over(s).
- e. Based upon the building inspector's report and Dune Management Plan, direct the City Manager to create a five-year capital improvement plan to fund the repair, replacement and/or construction of dune walk over(s).
- f. Direct the City Manager to approach the Amelia Island Tourist Development Council about contributing to repairing, replacing and/or construction of dune walk over(s).
- g. Direct the City Manager to have the Grant Administrator aggressively explore grant funding for repairing, replacing and/or construction of dune walk over(s).
- h. Direct the City Manager to explore for next year's budget a way of funding an in-house workforce whose sole responsibility would be repairing, replacing and/or constructing dune walk over(s) and other beach front structures.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 10/22/2018

Dale Martin, City Manager 10/26/2018

Caroline Best

Date: October 22, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Floodplain Management and Public Safety

ITEM TYPE: Discussion

REQUESTED ACTION:

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

Flood Plain Management and Public Safety:

Vacant City properties within the floodplain and other City properties intended for Conservation are to be placed in Conservation zoning. By Florida state statute conservation and recreation lands are to be delineated on the Future Land Use (FLUM) Map.

Not only would the City meet state requirements, but it protects City properties from future development, and provides the City with much needed open space for FEMA flood protection which directly affects our flood insurance rating.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 10/22/2018

Dale Martin, City Manager 10/26/2018

Date: October 22, 2018

Submitted By: Caroline Best, City Clerk

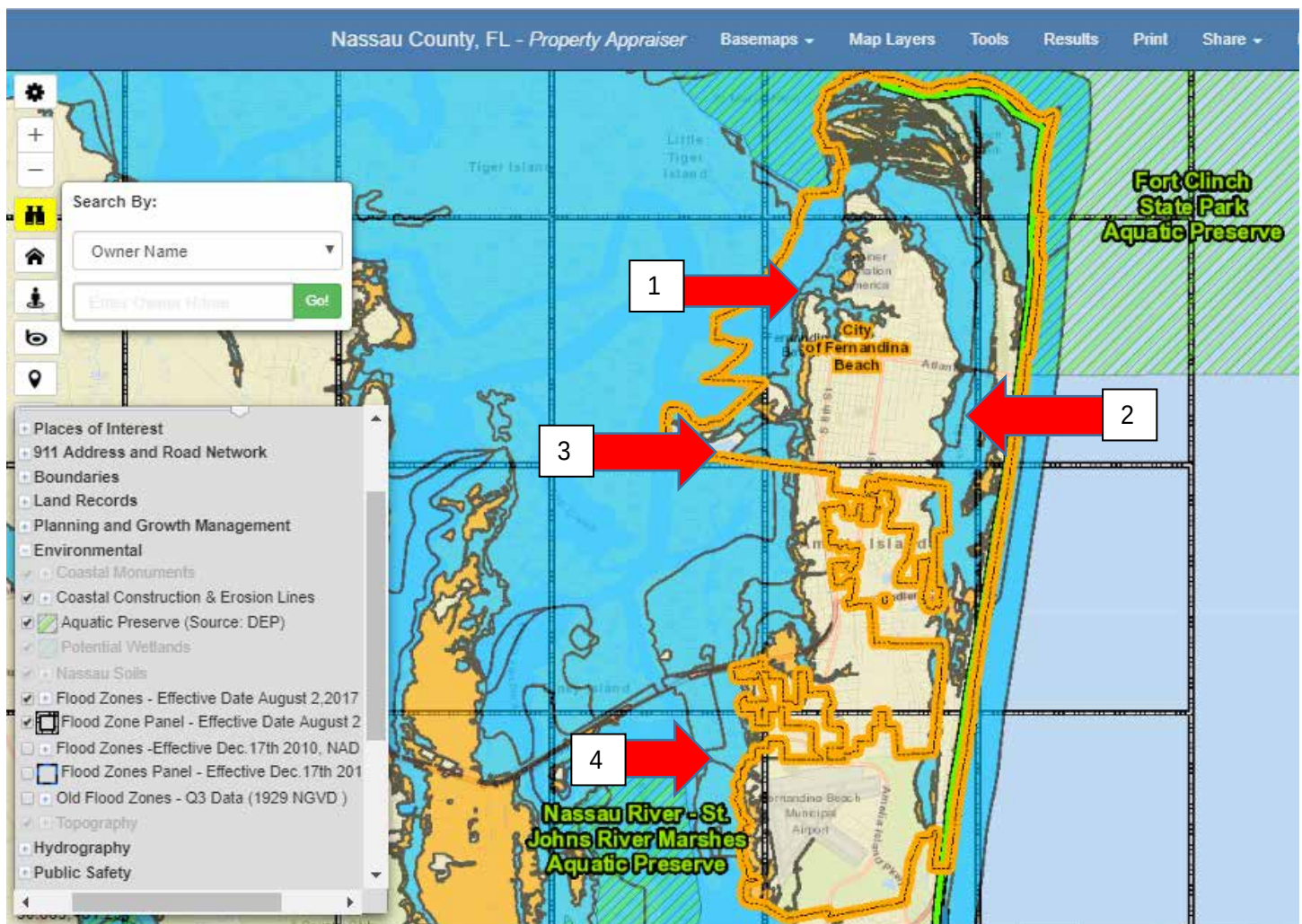
COMMISSION ACTION:

Land Conservation

Emphasis: Flood Plain Management and Public Safety

Vacant City properties within the floodplain and other City properties intended for Conservation are to be placed in Conservation zoning. By Florida state statute conservation and recreation lands are to be delineated on the Future Land Use (FLUM) Map. Not only would the City meet state requirements, but it protects City properties from future development, and provides the City with much needed open space for FEMA flood protection which directly affects our flood insurance rating.

Major Flood Plain Areas of the City of Fernandina Beach Nassau County Property Appraiser Map with Flood Zone Delineation



Area I – Alligator Creek Flood Plain

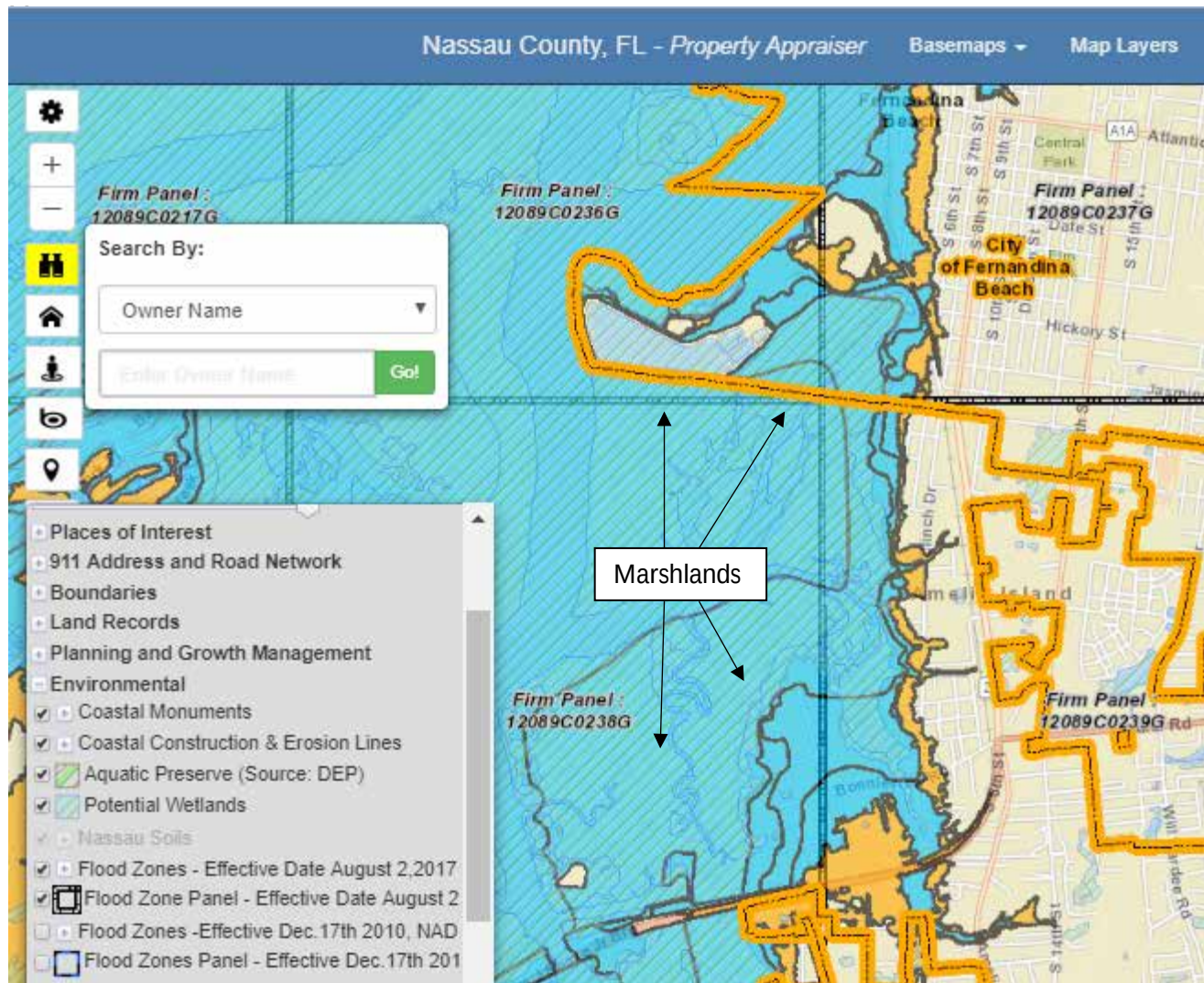
The flood plain of Alligator Creek runs through the northern end of the island. Its mouth is located at the Port of Fernandina. It runs south crossing Alachua St and runs east across 8th St. and 14th St. Sea level rise will greatly affect this flood plain area. To maintain flood protection for the downtown area of Fernandina Beach, this area with its marshlands, must be protected from development.

This massive reservoir of flood-water absorption has been targeted previously with the acquisition of properties in and adjacent to Egans Creek. Through a systemic patchwork acquisition of properties by the City and various state entities, a sizable area of this floodplain has been zoned conservation. However, further review of the new flood plain maps would require further purchases to ensure protection of this waterway and its capability to absorb flooding.

Area III – West Side North of Shave Bridge

Vast areas of marshlands located south of the Rayonier Advanced Materials facilities extending southward toward the Shave Bridge are also areas of concern. Though much of the area is within County boundaries, the protection of these marshland areas is vital to the survival of the northwest side of the island.

Property Appraiser Map of Flood Plain of Area III



Area IV – West Side South of Shave Bridge

Crane Island and Associated Marshlands: As part of an Interlocal Agreement with Nassau County, a section of lands on Crane Island were been placed into conservation zoning with a conservation easement. Acquisition of the associated nearby privately owned marshlands and wetlands would assist with flood protection for the emergency storm shelter presently located within the municipal airport and nearby housing.



Request for Zoning Change to Conservation

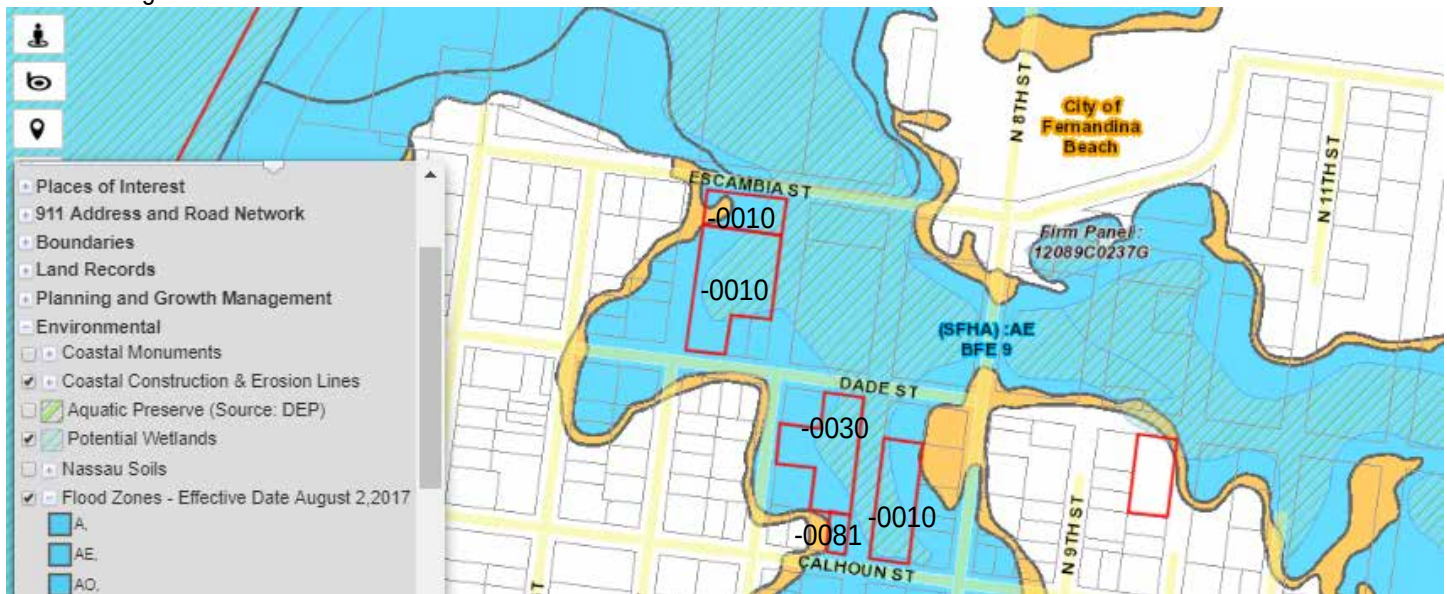
Area I – Alligator Creek Flood Plain

Parcel Numbers:

00-00-31-1800-0061-0010 – Dade St (Usage: water management) 0.42 acres
00-00-31-1800-0061-0010 – Dade St (Usage: water management) 1.19 acres
00-00-31-1800-0062-0030 – N 6th St (Usage: water management) 0.9 acres
00-00-31-1800-0062-0081 – 613 S Calhoun St. (Zoned R-2) 0.11 acres
00-00-31-1800-0067-0010 – Calhoun St. (Zoned R-2) 0.69 acres
00-00-31-1800-0077-0050 - N 10th St (Usage: water management) 0.45 acres
Place City Right of Ways in Conservation to connect parcels.

Property Owner: City of Fernandina Beach

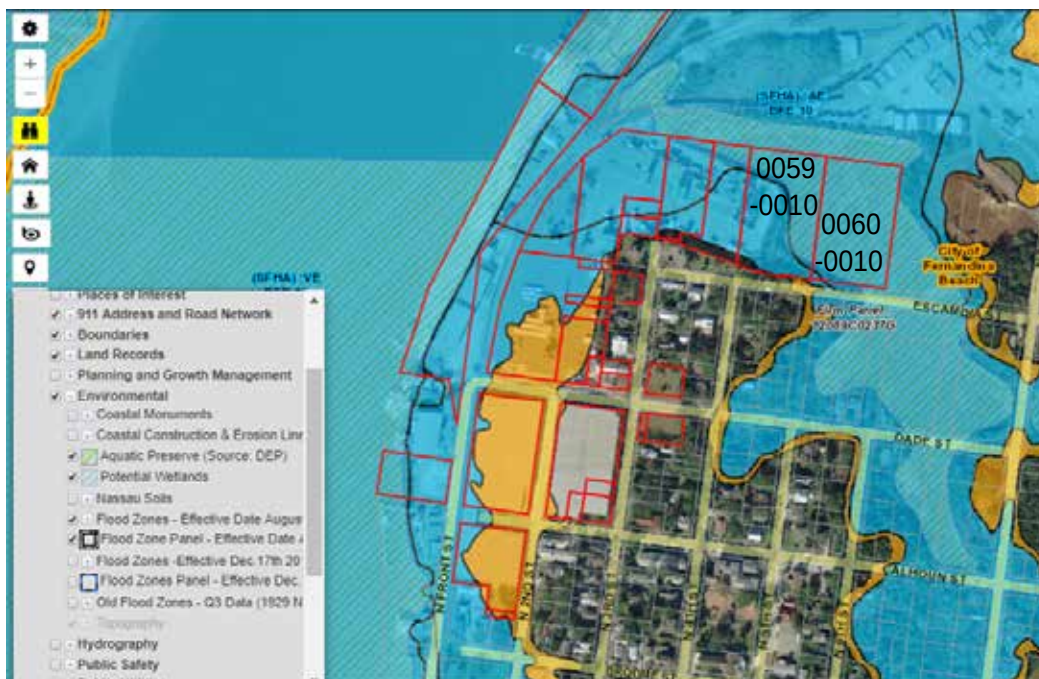
Total Acreage: 3.76



Parcel Numbers:

00-00-31-1800-0060-0010 – N 3rd St (Zoned Industrial Waterfront) 2.53 acres (Has FDEP Conservation Easement.)
00-00-31-1800-0059-0010 – N 3rd St (Zoned Industrial Waterfront) 2.51 acres (Partial FDEP Conservation Easement.)

Property Owner: Ocean Highway and Port Authority



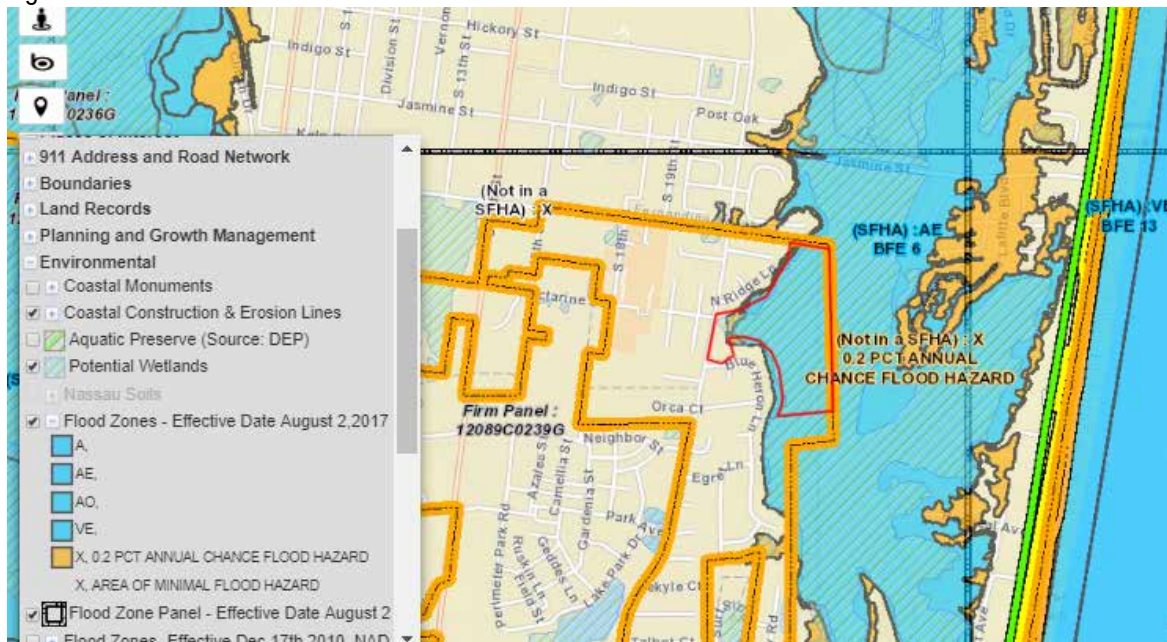
Area II – Egans Creek Flood Plain

Parcel Numbers:

00-00-31-1180-0028-0010 (Presently zoned Residential, General 1)

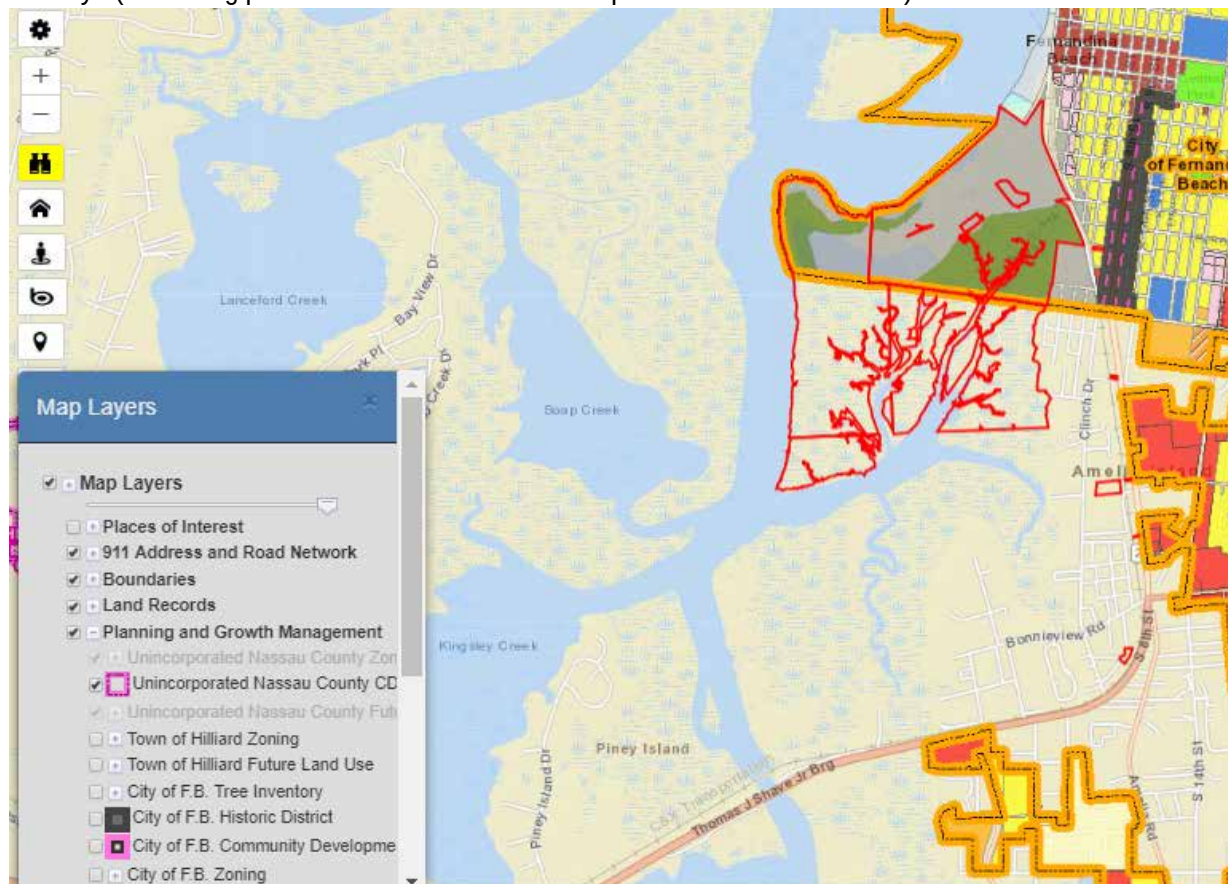
Property Owner: Nassau County Board of Commissioners

Total Acreage: 29.79



Area III – West Flood Plain North of Shave Bridge

Parcel Numbers: Rayonier Performance Fibers properties south of the city limits are zoned as Conservation-I in Nassau County. (A starting point for conservation land acquisition and annexation.)

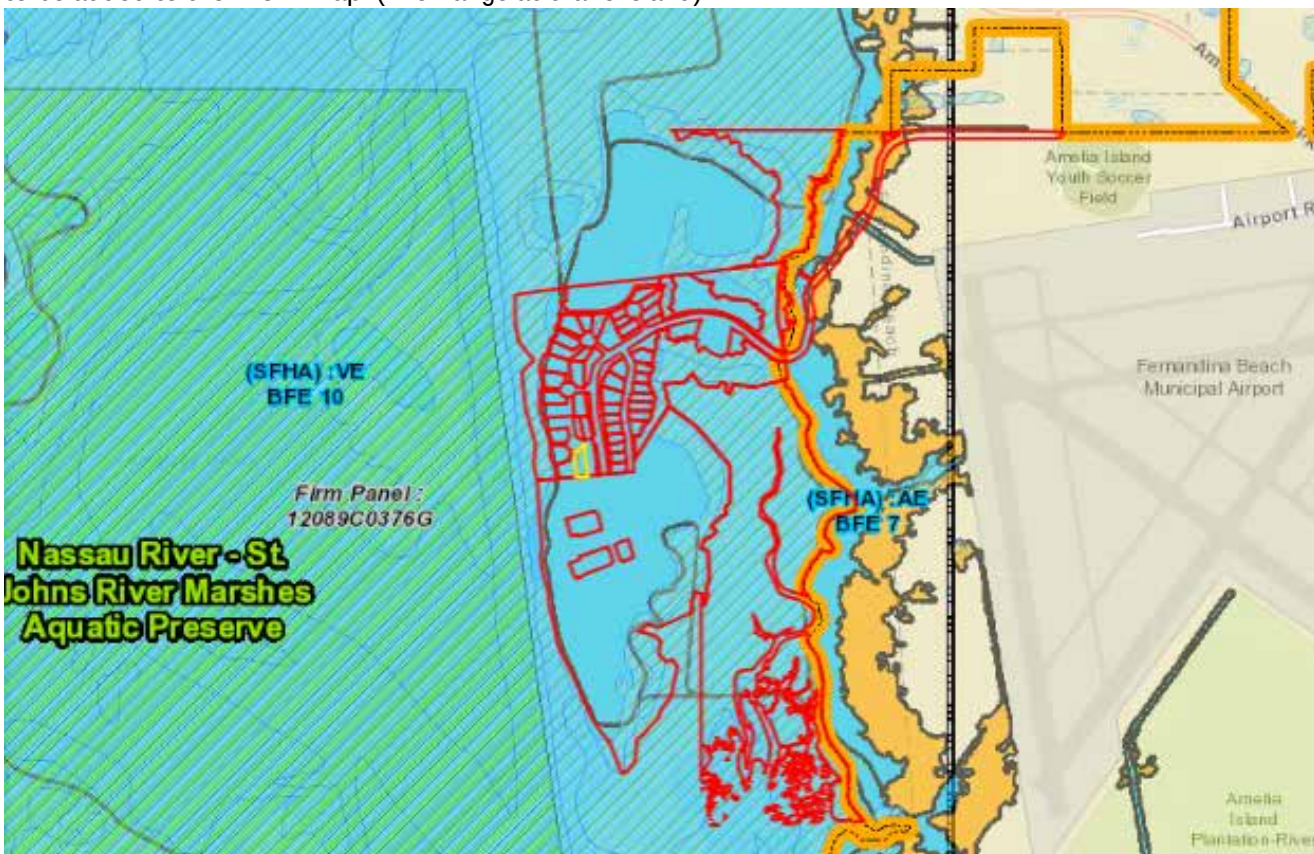


Parcel Number: 00-00-31-1800-0161-0130 (Presently zoned R-2 and has no road access.)
 Location: S. 6th & Indigo (next to the railroad tracks and the sewer treatment plant) Contains trees.
 Owner: City of Fernandina Beach
 Acreage: 0.23 acres



Area IV – Crane Island and Flood Plain South of Shave Bridge

Parcel Numbers: The portions of Crane Island designated as Conservation Land or having Conservation Easements are to be added to the FLUM map. (The Range at Crane Island)



Coastal West Portion of Parcel Number:

11-2N-28-0000-0005-00L1 – North riverside of Amelia Golf Course, 4477 Buccaneer Trail

Property Owner: City of Fernandina Beach



Other Areas in the City

Parcel Numbers:

00-00-31-1800-0167-0170 - S 9th and Jasmine St (Zoned MU-1) 0.22 acres presently restricted for conservation

00-00-31-1800-0302-0000 – 1129 S 8th St (Zoned MU-1) 1.34 acres

00-00-31-1800-0180-0040 – 1198 8th St (Zoned MU-1) 0.15 acres

Property Owner: City of Fernandina Beach

Total Acreage: 1.71 acres

