



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
APRIL 2, 2019
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend Shad Goltz of the First Baptist Church.

4. PROCLAMATIONS

4.1 **PROCLAMATION - "NATIONAL LIBRARY WEEK"** - *Recognizes April 7-13, 2019, as "National Library Week." Library Director Dawn S. Bostwick and Assistant Library Director Janet W. Loveless will be present to accept the Proclamation.*

4.2 **PROCLAMATION - "WATER CONSERVATION MONTH"** - *Recognizes the month of April 2019, as, "Water Conservation Month". Utilities Department Director John Mandrick and representatives from St. Johns River Water Management District will be in attendance to accept the Proclamation.*

4.3 **PROCLAMATION - "GOPHER TORTOISE DAY"** - *Recognizes the valuable role gopher tortoises play in the environment and proclaims April 10, 2019, as "Gopher Tortoise Day". City Code Enforcement Director Michelle Forstrom and representatives from Fort Clinch will be present to accept the Proclamation.*

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

6. CONSENT AGENDA

6.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - February 5, 2019 and City Commission Workshop - March 30, 2019.*

- 6.2 **PROPOSAL APPROVAL - HI-LITE AIRFIELD SERVICES, LLC - RESOLUTION 2019-58** APPROVING A PROPOSAL FROM HI-LITE AIRFIELD SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$49,904.42 FOR THE RE-STRIPING OF RUNWAY CENTERLINE, THRESHOLD MARKINGS, AND LEAD-IN LINES ON RUNWAY 13/31 BY WAY OF A PIGGYBACK PURCHASE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STATEWIDE AIRPORT MARKING PROGRAM CONTRACT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Hi-Lite Airfield Services, LLC to perform striping services on Runway 13/31 in an amount not to exceed \$49,904.42 as a piggyback agreement with the Florida State-Wide Airport Marking Program Contract.*

7. RESOLUTIONS

- 7.1 **RECONSIDERATION - PARKS AND RECREATION IMPACT FEES - BEACH WALKOVERS - RESOLUTION 2019-45** APPROVING THE USE OF PARKS AND RECREATION IMPACT FEES FOR DESIGN AND CONSTRUCTION OF NEW BEACH WALKOVERS AT PUBLIC BEACH ACCESSES 8N, 9N AND 2S; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the expenditure of Parks and Recreation Impact Fees for design and construction of new beach walkover structures (capital improvements) at public Beach Access #'s 8N, 9N and 2S.*
- 7.2 **SETTLEMENT AGREEMENT AND GENERAL RELEASE - VRL ARCHITECTS, INC. - RESOLUTION 2019-48** APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH VRL ARCHITECTS, INC. IN THE AMOUNT OF \$32,716.77 AS REIMBURSEMENT TO THE CITY FOR LIBRARY ROOF REPAIRS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Settlement Agreement and General Release with VRL Architects, Inc. pertaining to Library roof repairs.*
- 7.3 **CONTINUE DISCUSSIONS - AMELIA RIVER WATERFRONT DEVELOPMENT - RESOLUTION 2019-59** TO CONTINUE DISCUSSIONS REGARDING AMELIA RIVER WATERFRONT DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Manager to continue discussions related to Amelia River waterfront development in response to the previous Unsolicited Proposal, including, but not limited to, issues related to shoreline stabilization, sea level rise, and property associated with the waterfront.*
- 7.4 **PROPOSAL ACCEPTANCE - WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC. - RESOLUTION 2019-52** ACCEPTING THE PROPOSAL SUBMITTED BY WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC. IN THE AMOUNT OF \$35,700; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the proposal submitted by Wood Environment and Infrastructure Solutions, Inc. in an amount not to exceed \$35,700 for the preparation of the Fernandina Beach Downtown Resiliency Master Plan.*
- 7.5 **AWARD OF ITB #18-27 - ALL PRO SURFACES, LLC - RESOLUTION 2019-60** AWARDING ITB #18-27 TO ALL PRO SURFACES LLC FOR THE INSTALLATION OF PICKLEBALL COURTS AT CENTRAL PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards ITB #18-27 to All Pro Surfaces, LLC for the installation of two Pickleball courts at Central Park in an amount not to exceed \$59,575.40.*

7.6 **PURCHASE APPROVAL - PLAYPOWER LT FARMINGTON, INC. / BUDGET AMENDMENT - PARKS AND RECREATION** - RESOLUTION 2019-61 APPROVING THE COOPERATIVE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FROM PLAYPOWER LT FARMINGTON, INC. FOR MARTIN LUTHER KING (MLK) AND ATLANTIC CENTER PLAYGROUNDS; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase and installation of playground equipment from PlayPower LT Farmington, Inc. in the amounts of \$108,655.44 and \$104,276.16, respectively, for the MLK and Atlantic Center playgrounds. Also approves a budget transfer of \$22,000 from the Parks Improvement account to the MLK Improvement account.*

8. ORDINANCE - FIRST READING

8.1 **CODE AMENDMENT - BEACH PARKING HOURS** - ORDINANCE 2019-09 AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; AMENDING SECTION 90-48 TRAFFIC REGULATIONS; SPEED LIMIT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 90 of the City Code by prohibiting beach parking from 9:00 p.m. to 6:00 a.m.*

9. BOARD APPOINTMENT

9.1 **CODE ENFORCEMENT AND APPEALS BOARD** - *one appointment.*

10. CITY COMMISSION DISCUSSION

10.1 **WATERFRONT PARK DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*

10.2 **LAND CONSERVATION** - *This item is placed on the agenda at the request of Commissioner Lednovich.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.

- THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
- SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
- FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
- DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
- *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

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 Library Week

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing April 7-13, 2019, as "National Library Week."

Nassau County Public Library Fernandina Beach Branch Director Ms. Dawn S. Bostwick and Assistant Library Director Ms. Janet Loveless will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 2/19/2019

Dale Martin, City Manager 3/20/2019



Date: February 19, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, research showed in the mid-1950s that Americans were spending less on books and more on radios, televisions and musical instruments; and

WHEREAS, the American Library Association was concerned that Americans were reading less so they developed the very first “National Library Week” with the theme "Wake Up and Read!"; and

WHEREAS, “National Library Week” not only pays tribute to libraries as centers of learning, it also gives thanks to librarians for their knowledge and expertise; and

WHEREAS, today, as the world wide web has given way to more advertisement than editorial content, libraries have begun to reclaim their reputation for finding facts and information quickly and easily; and

WHEREAS, librarians are trained professionals who consistently offer customized, one-on-one patron assistance that far exceeds any web-based search engine results. Libraries and librarians open up a world of possibilities and transform lives by providing free access to career development resources and technology; and

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, people often wonder aloud whether local public libraries are still relevant in the wired world? The answer, even in this new information age, is a resounding “YES.”

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim the week of April 7-13, 2019, as:

“NATIONAL LIBRARY WEEK”

and encourage all residents to visit the library this week to take advantage of the wonderful resources available therein.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 2nd day of April, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"Water Conservation Month"

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing April as, "Water Conservation Month".

Utilities Department Director John Mandrick and representatives from St. Johns River Water Management District will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	3/12/2019
Nicole Bednar, Administrative Services Manager	3/15/2019
Dale Martin, City Manager	3/20/2019


Caroline Best Date: March 12, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, Florida's leading natural beauties are its unspoiled white sand beaches and the abundance of pristine, crystal blue waters. Together they attract over 113 million visitors from around the world every year; and

WHEREAS, Florida's quality of life and economy depend greatly upon a clean and healthy environment. Fresh, unpolluted and sustainable water resources are vital to Florida's present robust economy and its future economic success; and

WHEREAS, the State of Florida, the St. Johns River Water Management District, and the City of Fernandina Beach have designated April, typically a dry month, when water demands are most acute, as Florida's Water Conservation Month, to educate citizens and visitors about how they can help save Florida's precious water resources; and

WHEREAS, local partners, the State of Florida, and the St. Johns River Water Management District are together investing billions of dollars to develop alternative water supplies, clean up storm-water pollution, restore rivers, lakes and springs, upgrade drinking water facilities and improve wastewater treatment; and

WHEREAS, all water users, including commercial industrial, agricultural, institutional, hospitality, private citizens and schools can help now by making positive contributions to reduce water use and protect Florida's water resources, thus promoting a healthy economy and community.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim the month of April 2019, as:

“WATER CONSERVATION MONTH”

and call upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 2nd day of April, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"Gopher Tortoise Day"

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: The attached Proclamation recognizes April 10, 2019, as "Gopher Tortoise Day" in Florida. The City of Fernandina Beach recognizes the role of gopher tortoises in sustaining the area's ecology.

City Code Enforcement Director Michelle Forstrom and representatives from Fort Clinch will be present to accept the Proclamation.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, AICP, Planning Director 3/13/2019

Dale Martin, City Manager 3/20/2019

Date: March 13, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION:

Proclamation

WHEREAS, the people of the City of Fernandina Beach treasure our wildlife and the natural heritage that benefits us all; and

WHEREAS, the gopher tortoise is the official state tortoise of the State of Florida and is an iconic species in Fernandina Beach; and

WHEREAS, the gopher tortoise is a protected species listed as threatened in Florida and in some other parts of the United States; and

WHEREAS, gopher tortoises are ecologically important as a keystone species in upland habitats, providing habitat and refuge in their burrows for more than 350 wildlife species; and

WHEREAS, raising awareness increases appreciation and conservation of the species and helps us understand our role in conserving gopher tortoises.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim April 10, 2019, as:

"GOPHER TORTOISE DAY"

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 2nd day of April, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Approval of Minutes

REQUESTED ACTION: Approve Minutes

SYNOPSIS: The following minutes are attached for the City Commission's review and consideration for approval.

City Commission Regular Meeting
City Commission Workshop

February 5, 2019
March 30, 2019

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 3/20/2019

Dale Martin, City Manager 3/22/2019

Date: March 20, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, February 5, 2019 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Chip Ross and Mike Lednovich. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was then given by American Legion Chaplain Mr. Bruce Malcolm.

4.1 PRESENTATION - NORTH FLORIDA LAND TRUST: North Florida Land Trust Land Protection Director Mr. Marc Hudson provided a summary of the conservation efforts between North Florida Land Trust and the City of Fernandina Beach.

4.2 PRESENTATION - FERNANDINA BEACH MAIN STREET: Fernandina Beach Main Street Director Arlene Filkoff reviewed a letter of interest related to 101 N. Front Street.

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

CHALLENGES: Mr. Allan Morris, 2798 Ocean Oaks South, spoke to leadership challenges which face elected officials and encouraged Commissioners to lead with integrity and transparency specifically with regard to paid beach parking and the Sounds on Centre special event.

AMELIA ISLAND TRAIL: Amelia Island Trail founding member Mr. Phil Scanlan, 1832 Village Court, distributed a handout and proposed putting the trail project on the upcoming Joint Local Planning Agency agenda to obtain mutual agreement for possible funding. A suggestion to also bring tree canopy conservation to Nassau County and inspire the community to participate in helping with removing invasive vines from live oaks as is being done by residents of the Amelia Island Plantation. The community is also encouraged to support increased impact fees on new development, to help fund trail development.

FREE BEACH ACCESS: Mr. Paul Lore, 2794 Longboat Drive, advocated for continued free island-wide beach parking, requested clarification on the structural soundness of beach walkovers, and questioned whether Commissioners had discussed suggestions given to them by citizens regarding private investments. City Manager Martin noted to date the Commission has not received any names or contact information regarding private donations or investments. Vice Mayor Kreger reported a legislative request has been made to construct new dune walkovers.

LIGHT POLLUTION AND SHELTERS: Ms. Julie Ferreira, 501 Date Street, spoke to outdoor lighting pointing downward to keep the night sky visible. Also, it is suggested the Commission consider the possibility of opening the Atlantic Avenue Recreation Center to homeless people during severe weather.

6. CONSENT AGENDA: The following three items were on the Consent Agenda and were approved by one motion.

6.1 RESOLUTION 2019-13 AUTHORIZING THE USE OF AIRPORT PROPERTY BY AMELIA ISLAND CONCOURS D'ELEGANCE FOUNDATION IN CONJUNCTION WITH THE ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENT IN MARCH 2019; APPROVING THE FACILITIES USE AGREEMENT: According to the agenda support documents

Resolution 2019-13 approves a Facilities Use Agreement with Amelia Island Concours d'Elegance Foundation for vehicle parking on multiple locations of the Fernandina Beach Municipal Airport in support of events held on March 8, 9 and 10, 2019. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2019-13. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2019-14 AUTHORIZING THE USE OF AIRPORT PROPERTY BY BONHAMS AND BUTTERFIELDS AUCTIONEER CORPORATION IN CONJUNCTION WITH THE ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENT IN MARCH 2019; APPROVING THE FACILITIES USE AGREEMENT: According to the agenda support documents Resolution 2019-14 approves a Facilities Use Agreement with Bonhams & Butterfields Auctioneer Corporation for vehicle parking on the Fernandina Beach Municipal Airport on March 6 and 7, 2019. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2019-14. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2019-15 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2019-15 approves a transfer in the Airport and Golf Course funds for expenses associated with the AWOS Replacement Project and the Driveway Project. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2019-15. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2019-16 APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS, LOCAL 2044 FOR THE PERIOD OF OCTOBER 1, 2018, TO SEPTEMBER 30, 2021: According to the agenda support documents Resolution 2019-16 approves the labor agreement with the United Brotherhood of Carpenters and Joiners, Local 2044, for the period of October 1, 2018, through September 30, 2021, which shall be retroactive to October 1, 2018. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2019-16. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2019-17 APPROVING NORTHEAST FLORIDA REGIONAL COUNCIL (NEFRC) AS THE SOLE SOURCE VENDOR FOR COMPLETION OF THE EVALUATION AND APPRAISAL REVIEW (EAR) REPORT OF THE CITY'S 2030 COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$50,000: According to the agenda support documents Resolution 2019-17 approves Northeast Florida Regional Council as the sole source vendor in an amount not to exceed \$50,000 for consulting services necessary to complete the Evaluation and Appraisal Review (EAR) report due to state review agencies by September 2019. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-17.** Commissioner Ross asked for clarification on what policy areas would be covered in the plan and which Future Land Use Map (FLUM) would be used. Planning and Conservation Department Director Kelly Gibson explained the EAR review will be part of an overall process with input from the community and advisory board and the FLUM will be reviewed and updated during the moratorium.

Vice Mayor Kreger stated as a three-year member of the Northeast Florida Regional Council and current Vice President, this proposal is excellent and will lead to the comprehensive plan. The

NEFRC is objective and will do good job. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2019-18 AUTHORIZING THE SOLE SOURCE PURCHASE OF DOORS FOR THE PECK CENTER FROM RPM LUMBER IN THE AMOUNT OF \$32,277.48: According to the agenda support documents Resolution 2019-18 Approves the sole source purchase of replacement doors from RPM Lumber for the Peck Center in the amount of \$32,277.48. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2019-18. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** City Attorney Bach stated the specific reason for the purchase is for the replacement of doors and hardware at the Peck Center.

7.4 RESOLUTION 2019-19 APPROVING CHANGE ORDER #'S 1 AND 2 WITH FENDER MARINE CONSTRUCTION IN THE AMOUNTS OF \$102,954.69 AND \$54,654.96, RESPECTIVELY, TO INCLUDE ADDITIONAL WORK ON THE SOUTHERN WAVE ATTENUATOR UTILITY TROUGH AND SOUTHERN WAVE ATTENUATOR CONCRETE DOCK AT THE FERNANDINA BEACH HARBOR MARINA: According to the agenda support documents Resolution 2019-19 Approves Change Order #'s 1 and 2 with Fender Marine Construction for additional work on the Southern Wave Attenuator Utility Trough and Southern Wave Attenuator Concrete Dock at the Fernandina Beach Harbor Marina.

City Manager Martin explained the two changes and announced the forthcoming seven change orders that include approximately \$100,000 in deductions will be presented at the City Commission Regular Meeting February 19th. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman to approve the amended Resolution 2019-19.** Discussion ensued amongst the Commissioners as to being more vigilant with bidding and project costs going forward. Project Manager Bronson Lamb gave a detailed explanation for the change orders stating the importance of reviewing products “to make certain we are getting what the City wants.” City Manager Martin, citing Mr. Lamb’s extensive experience as a marina owner/operator and Project Manager, stated this is a once in a lifetime opportunity to design a marina, let’s do it right as the City’s cost is minimal; roughly \$.12 cents for every dollar spent with the remainder covered by insurance and state funding. ***The consensus of the City Commission was to approve Resolution 2019-19 with the amended Change Order #1 reduced to \$96,671.00 and Change Order #2 reduced to \$39,809. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.***

8.1 FIRST READING OF ORDINANCE 2019-04 AMENDING THE CODE OF ORDINANCES, CHAPTER 18: City Attorney Bach read Ordinance 2019-04 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 18, ANIMALS, ARTICLE I, IN GENERAL; BY AMENDING SECTION 18-2; CREATING A NEW SECTION 18-3 PROVIDING FOR REGULATIONS FOR KEEPING CHICKENS ON PRIVATE PROPERTY; RENUMBERING ALL FOLLOWING SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-04 amends Chapter 18 of the City Code pertaining to backyard chickens.

Ms. Julie Ferreira, 501 Date Street, explained the Sierra Club advocated for backyard chickens several years ago. However, there are a few issues with the Ordinance including not being able to sell the eggs. As a social justice matter, this could be a supplemental source for food insecure

citizens. Planning and Conservation Department Senior Planner Sal Cumella interjected that selling eggs becomes an agricultural enterprise that may require further licensing and possible state approval. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Ordinance 2019-04. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 FIRST READING OF ORDINANCE 2019-05 DECLARING A ONE YEAR TEMPORARY MORATORIUM: City Attorney Bach read Ordinance 2019-05 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DECLARING A ONE-YEAR TEMPORARY MORATORIUM ON THE PROCESSING OF APPLICATIONS TO CHANGE THE FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-05 approves a one-year temporary moratorium on the processing of applications to change the Future Land Use Map in the Comprehensive Plan. City Attorney Bach explained the temporary moratorium can be terminated or extended by the Commission upon the adoption of a new future land use map (FLUM). This came about due to inconsistencies with the FLUM compared to zoning maps and the Planning Advisory Board suggested a six-month moratorium on all future land use applications. City Attorney Bach recommends a one-year moratorium. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2019-05.**

Planning and Conservation Director Kelly Gibson explained the process by which the temporary moratorium would take place.

Ms. Teresa Price, Esquire, Tomassetti & Prince, 406 Ash Street asked how the temporary moratorium would affect development projects already under City review. City Attorney Bach explained there are five exemptions: 1) The moratorium shall not affect the continued processing of applications for future land use map amendments for which a completed application, with fees has paid prior to the effective date of this ordinance. 2) Staff initialed applications for Future Land Use Map amendments related to correcting the Future Land Use Map in keeping with the provisions under this ordinance. 3) Applications for Future Land Use Maps when the request is to change the Future Land Use to conservation, recreation, or public institutional. 4) Applications for Future Land Use Maps when the request accompanies an application for annexation. 5) The processing and issuance of building permits and all other types of development applications.

Mr. Philip Griffin, 2143 Pebble Beach Way, speaking as Real Estate Broker recommended the moratorium be enacted for as little time as possible as it will have a chilling effect on construction including proposed waterfront development.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8.3 (Legislative) FIRST READING OF ORDINANCE 2019-06 CHANGING THE CITY’S FUTURE LAND USE MAP: City Attorney Bach read Ordinance 2019-06 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY’S FUTURE LAND USE MAP FROM GENERAL COMMERCIAL (GC) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF CENTRAL BUSINESS DISTRICT (CBD) FOR PROPERTY TOTALING APPROXIMATELY 0.43 ACRES OF LAND LOCATED AT 116, 118, AND 120 N. 2ND STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda

support documents Ordinance 2019-06 assigns a Future Land Use Map Category of Central Business District (CBD) to approximately 0.43 acres of land located at 116, 118, and 120 N. 2nd Street.

Planning and Conservation Director Kelly Gibson explained the matter before the City Commission for consideration is the annexation of approximately 0.43 acres of land located on North 2nd Street. Staff recommends approval as did the Planning Advisory Board at their January 15th meeting, in accordance with Comprehensive Plan policies 1.02.02; 4.01.01; 4.01.02 and several policies within the Comprehensive Plan Future Land Use Element: 1.02.03; 1.02.04; 1.02.08; 1.02.09 and 1.7.09. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Ordinance 2019-06.**

Ms. Teresa Price, Esquire, Tomassetti & Prince, 406 Ash Street provided a presentation in support of the FLUM amendment for the subject properties.

Mr. Philip Griffin, 2143 Pebble Beach Way, speaking as a Real Estate Broker, urged the Commissioners to support the FLUM amendment.

Mr. John Holbrook, 2009 Beech Street, speaking as a resident and part of the real estate community, supports the FLUM amendment.

Vote upon passage of the motion was taken by ayes and nays and was as follows:

Vice Mayor Kreger:	Aye
Commissioner Chapman:	Aye
Commissioner Ross:	Nay
Commissioner Lednovich:	Aye
Mayo Miller:	Aye

Motion carried.

8.4 (Quasi-Judicial) FIRST READING OF ORDINANCE 2019-07 CHANGING THE CITY'S ZONING: City Attorney Bach read Ordinance 2019-07 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP FROM GENERAL COMMERCIAL (C-2) TO ASSIGN A ZONING MAP CATEGORY OF CENTRAL BUSINESS DISTRICT (C-3) FOR PROPERTY TOTALING APPROXIMATELY 0.43 ACRES OF LAND LOCATED AT 116, 118, AND 120 N. 2ND STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2019-07 assigns a Zoning District of Central Business District (C-3) to approximately 0.43 acres of land located at 116, 118, and 120 N. 2nd Street.

City Attorney Bach explained this is first reading of Ordinance 2019-07, Commissioners will not be voting tonight, they will instead ponder the evidence and testimony they hear tonight and come back on March 5th with second reading which will not be quasi-judicial. Tonight's rules for the quasi-judicial hearing are in accordance with Florida Statute and City Commission adopted rules of procedures including ex-parte communications not being presumed to be prejudicial if they are disclosed. Anyone resident wishing to speak during these proceedings is considered an affected party and must take the oath. If there is an appeal after the vote is taken at the next meeting, it must filed with the circuit court within thirty days of the City Commissions written decision which will be produced a few days after March 5th.

Mayor Miller asked Commissioners for ex-parte communication which was as flows: Commissioner Ross met with the developer, Attorneys Teresa Prince, Brad Manning, and Tammi Bach, City staff, several Planning Advisory Board members, subject property occupants and reviewed public records request number 2019-08. Commissioner Chapman spoke via telephone with the developer. Commissioner Lednovich met with the developer and walked the property. Vice Mayor Kreger spoke with the developer and his partner a couple of times, Attorney Prince and Manning, and City staff. Mayor Miller met with the Attorney Prince.

City Clerk Best administered the oath at this time.

Planning and Conservation Director Ms. Kelly Gibson gave a presentation and explained the matter before the City Commission for consideration is the annexation of approximately 0.43 acres of land located at 116, 118, AND 120 North 2nd Street. Staff recommends approval as did the Planning Advisory Board at their January 15th meeting, in accordance with Comprehensive Plan policies 1.02.02; 4.01.01; 4.01.02, as well as several policies within the Comprehensive Plan Future Land Use Element: 1.02.03; 1.02.04; 1.02.08; 1.02.09 and 1.7.09.

Ms. Teresa Price, Esquire, Tomassetti & Prince, 406 Ash Street submitted a presentation for the record in support of the FLUM amendment for the subject properties.

Ms. Prince called Mr. Steve Simmons, 1822 Highland Drive, to the podium for questioning. Mr. Simmons affirmed he sent the email dated January 2019 referenced in Ms. Princes presentation. Mr. Simmons has been in real estate for forty-five years, is familiar with zoning and land use items and feels there is a need for more C-3 zoning.

Ms. Prince called Mr. Philip Griffin, 2143 Pebble Beach Way, to the podium for questioning. Mr. Griffin, a sixteen-year commercial real estate broker, expressed there is no quality construction downtown, it's mostly older shacks that are undesirable to buyers who want modern amenities such as garages and no asbestos siding. Mr. Griffin believes additional C-3 zoning is needed in the downtown area.

Ms. Prince called Mr. John Holbrook, 2009 Beech Street, to the podium for questioning. Mr. Holbrook has been selling real estate for approximately eighteen years, stated there is a need for additional residential/mixed use properties downtown.

Ms. Julie Ferreira, 501 Date Street, has been trying to push the City towards sustainable development for approximately seventeen years. One of the problems with changing the FLUM is the City does not obtain agreements from developers. Frequently, what developers present to the City Commission is not the final product. Ms. Prince explained to Ms. Ferreira this property is subject to several levels of approval prior to ground breaking.

9.1 PARKS AND RECREATION ADVISORY COMMITTEE: According to the agenda support documents there was one re-appointment to the Parks and Recreation Advisory Committee. **A motion was made by Vice Mayor Kreger seconded by Commissioner Ross to approve the re-appointment of Ms. Joy Behan. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 LOCAL MITIGATION STRATEGY (LMS): This item is placed on the agenda at the request of Vice Mayor Kreger who provided a presentation which reviewed various area drainage

plans, the purpose of local mitigation strategy as it relates to the shore line stabilization plan and funding.

10.2 WESTREC MARINA: This item is placed on the agenda at the request of Commissioner Ross who provided a presentation related to Marina financing and requested Westrec answer the following in writing: an operating budget for the Marina for the current fiscal year and next two fiscal years; marketing plan; a long-term lease policy; a maintenance plan for the entire Marina; a cost benefit analysis of expanding the mooring field; a cost benefit analysis of expanding the Marina north; an analysis of need for additional bathroom/shower facilities and estimate of required land; a cost benefit analysis of adding additional services such as boat repair/servicing, dry boat storage and an estimate of the needed required land. ***The consensus of the City Commission was to direct City Manager Martin to work with Westrec and the Marina Advisory Board before returning to the City Commission for with recommendations based upon vetting the afore mentioned requests for information.***

10.3 BEACH DRIVING: This item is placed on the agenda at the request of Commissioner Lednovich who explained the topic is not about eliminating beach driving, early in January Commissioners received four emails from concerned citizens who indicated vehicles often exceed the allowable beach driving area and suggested moving forward by enforcing already adopted laws.

Ms. Margaret Davis, 2162 First Avenue, stated the beaches are one of the reasons this is a special place to live and urged Commissioners to protect and preserve area beaches by enforcing previously adopted regulations.

Mr. Don Mazursky, 2298 South Fletcher Avenue, stated illegal beach driving and speeding is prevalent year-round; urged Commissioners to support laws on the books.

Mr. Buddy Hutchinson, 2295 South Fletcher Avenue, spoke to safety issues associated with cars frequently driving and racing on the beach and asked that Commissioners ensure beach goers are safe from vehicular traffic.

Ms. Julie Ferreira, 501 Date Street, spoke in support of penalizing those who disregard established beach parking regulations and recommended first responder and beach ranger vehicles be lighter weight i.e. golf carts, to prevent ruts in the sand.

Police Chief Hurley noted garbage removal trucks contribute heavily to ruts in the sand. The citizen concerns expressed this evening have not been communicated to the Police Department. His primary concern is public safety and protecting beach goers.

Vice Mayor Kreger provided presentation materials which spoke to training life guards on the proper way to drive on the beach and the dangers beach driving poses to people and the environment.

Mr. Tony Morris, 3056 South Fletcher Avenue, stated he phoned the Police Department non-emergency number several times in response to people driving illegally on the beach. After additional discussion ***the consensus of the City Commission was to direct City Manager Martin to provide recommendations and solutions at the March 5th City Commission Regular Meeting.***

10.4 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich. ***The consensus of the City Commission was to direct City Attorney Bach to draft a plan regarding rezoning and easements for review by October 2019.***

10.5 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich, who because of the late hour deferred this matter to the Saturday, February 9th Workshop. Commissioner Ross displayed waterfront photographs highlighting areas where development may occur and suggested the piece of privately-owned property located between City owned properties be considered for acquisition. Commissioner Ross also displayed drawings depicting the pedestrian/vehicular railroad crossings at Alachua and Broome Streets. ***The consensus to the City Commission was to direct City Attorney Bach to write a letter to Florida Department of Transportation requesting clarification on jurisdiction rights of the City of Fernandina Beach to open/close pedestrian railroad crossings.***

10.6 2017/2018 CITY COMMISSION GOAL REVIEW: This item is placed on the agenda at the request of Commissioner Lednovich. ***This item was removed from consideration by Commissioner Lednovich.***

10.7 MAIN BEACH BOARDWALK: This item is placed on the agenda at the request of Commissioner Ross who explained phase two construction of the Main Beach Boardwalk has been planned for almost fifteen years but never funded, he would like to see the project move forward. Vice Mayor Kreger recommended the City seek partial funding from the Amelia Island Tourist Development Council and argued that using Parks & Recreation impact fees to fund this project is not an appropriate use of said funds. City Manager Martin cautioned departments are rapidly exceeding their budget line items on Commission directed special action items which means budget amendments will be needed in the near future which defers other budgeted items.

Ms. Julie Ferreira, 501 Date Street, suggested alternative building materials be considered for phase two boardwalk construction.

CITY MANAGER REPORTS:

WORKSHOP: City Manager Martin reminded all of the scheduled City Commission Workshop this Saturday, February 9th 9 :00 am to 12:00 noon at the Fernandina Beach Municipal Golf Club.

OUT OF OFFICE: City Manager Martin will be out of the office Friday, February 8th.

CITY ATTORNEY REPORTS:

TRAINING: City Attorney Bach reminded all of the Ethics training March 7th 1:00 pm – 4:00 pm and March 8th 8:00 am – 12:00 noon in City Hall Chambers. All elected officials are required to complete a four-hour training session, trainings are also open to the public and available online.

CITY CLERK REPORTS:

THANK YOU: City Clerk Best thanked the Fernandina Beach Police Department for the invitation to the recent awards banquet that was a pleasure to attend and represent the first responders and volunteers of the year.

MAYOR/COMMISSIONER COMMENTS:

FREE EVENT: Commissioner Chapman announced the “Share the Love” event at the Macedonia

A.M.E. Church 202 S. 9th Street on February 16th 10:00 am – 2:00 pm. The event is free and open to all to give or receive food, household or clothing items in good condition at no cost.

CONGRATULATIONS: Commissioner Lednovich congratulated all on the recent successful unveiling of benches at American Beach that was well attended.

MEETING: Vice Mayor Kreger recently met with the United States Army Corps of Engineers who are scheduled to do a dune survey, a detailed report will be forthcoming at the City Commission Regular Meeting February 19th. Beach renourishment is scheduled to be complete by February 23rd however may extend until February 28th and three weeks from that time will be off the beach.

EVENT: Vice Mayor Kreger attended the recent Rise Against Hunger event sponsored by the Amelia Island Rotary that drew over 300 volunteers who prepared 52,000 meals in one day.

CELEBRATION: Vice Mayor Kreger had the pleasure of reading a poem at a recent event in honor of Black History Month.

TRIBUTE: Mayor Miller recognized the recent passing of Ms. Judith Lane, a tireless volunteer who served on several boards and graciously contributed to the interwoven tapestry that knits our City together.

ADJOURNMENT: There being no further business to coe before the City Commission, the meeting was adjourned at 10:03 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop Wednesday, March 20, 2019 at 3:00 pm in the City Commission Chambers. Present were Vice Mayor Kreger presiding, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. Mayor John A. Miller was not in attendance. Also present were City Clerk Caroline Best, City Manager Dale L. Martin and City Attorney Tammi Bach.

Vice Mayor Kreger called the meeting to order and led the Pledge of Allegiance to the Flag.

4.1 CITY WEBSITE REQUIREMENTS: City Attorney Bach explained the City has been served a lawsuit from Juan Carlos Gil claiming documents on the City's website are not ADA compliant. Ms. Bach provided a presentation regarding the America's with Disabilities Act (ADA) and explained the City's website, live streamed City Commission meetings, live streamed Advisory Board meetings, and Laserfiche document center do not meet ADA requirements.

Information Technology Director Mr. Dana Whicker provided cost information related to closed captioning live streamed meetings and post production closed captioning.

Ms. Suanne Thamm, 404 Broome Street, asked how tables and charts will be made ADA accessible. City Attorney Bach explained special software is available which audibly describes webpage content. Ms. Thamm also noted citizens need to contact the Clerk's Office to request archived records now that the Laserfiche document center link has been removed.

City Attorney Bach will write disclaimer language to be placed on the City's website which explains how citizens with disabilities may request a previously recorded City Commission meeting or Advisory Board meeting with closed captioning. Additionally, City Attorney Bach will contact outside counsel to determine whether the Laserfiche document center link on the City's website which was removed some weeks ago, should be made available for public access. ***The consensus of the City Commission was to close caption live streamed City Commission meetings, the approximate cost of which is \$3.00 per minute and Advisory Board meetings shall be post production closed captioned the approximate cost of which is \$0.75 per minute.*** The April 16, 2019 City Commission Regular Meeting agenda will have items pertaining to contract amendments and budget amendments to cover these additional costs.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 4:08 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-58
Proposal Approval - Hi-Lite Airfield Services, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-58

SYNOPSIS: The Florida Department of Transportation has provided a grant in the amount of \$50,000, with a 20% match requirement from the City, for re-striping work to be completed on Runway 13/31 within the current fiscal year. The proposal from Hi-Lite Airfield Services, LLC will complete re-striping of threshold, centerline, and lead-in lines on Runway 13/31, but will not complete re-striping of runway edge stripes and shoulder markings which will be budgeted and combined with a future striping project in a subsequent fiscal year. Enclosed with this agenda item is the proposal from Hi-Lite Airfield Services, LLC and the Florida Statewide Airport Marking Program Contract. This procurement is requested as a piggyback to the Statewide Airport Marking Program Contract.

FISCAL IMPACT: Funds are budgeted within the current fiscal year to match the grant from the Florida Department of Transportation in the Airport Improvements account, 420 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the city commission adopt proposed resolution 2019-58.

Dale Martin, City Manager 3/22/2019

Pauline Testagrose, Comptroller 3/25/2019

Tammi E. Bach, City Attorney 3/26/2019

Date: March 01, 2019

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM HI-LITE AIRFIELD SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$49,904.42 FOR THE RE-STRIPING OF RUNWAY CENTERLINE, THRESHOLD MARKINGS, AND LEAD-IN LINES ON RUNWAY 13/31 BY WAY OF A PIGGYBACK PURCHASE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STATEWIDE AIRPORT MARKING PROGRAM CONTRACT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the existing runway markings on Runway 13/31 are faded and do not meet current FAA guidelines for striping; and

WHEREAS, the Florida Department of Transportation provided a grant, previously approved by the City Commission, in the amount of \$50,000, with a 20% match requirement from the Airport, to complete striping work on Runway 13/31 within the current fiscal year, and

WHEREAS, Hi-Lite Airfield Services LLC has provided a proposal to re-stripe runway markings on Runway 13/31, with the exception of the runway edge stripes and shoulder markings which will be budgeted and completed as a second phase to this project; and

WHEREAS, the Airport has budgeted funds to complete this work within the current fiscal year to be funded from the Airport Improvements Account, 420 56300; and

WHEREAS, this procurement is to be executed as a piggyback purchase to the Florida Department of Transportation Statewide Airport Marking Program Contract at the quantity pricing included within that agreement.

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

SECTION 1. The City Commission hereby approves the proposal from Hi-Lite Airfield Services, LLC, attached hereto as Exhibit "A", to perform runway striping services in an amount not to exceed \$49,904.42 as a piggyback to the Florida Department of Transportation Statewide Airport Marking Contract (Contract # BE497), attached hereto as Exhibit "B".

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

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

ADOPTED this 2nd day of April, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

Resolution 2019-58
Exhibit "A"

Proposal

City of Fernandina Beach
700 Airport Road
Fernandina Beach, FL 32034

Bid Date: 03/01/19
Proposal #: 18-13985-P
Project Reference: Clean & Repaint RW Markings
on 13/31

Attn: Nathan Coyle
Project County: Nassau
City/State: Fernandina, FL

Phone: (904) 310-3436

Item#	Description	Qty	Unit	\$ / Unit	Price
IQC-200-1-1	Independent Q.A. for Airport Pvmnt. Marking Construction	102,884	SF	\$ 0.06	\$ 6,173.04
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	47,916	SF	\$ 0.05	\$ 2,395.80
P-101-5-4	Paint Removal (Waterblasting)	3,526	SF	\$ 1.60	\$ 5,641.60
P-620-1-1-3	Runway/Taxiway/Ramps/Aprons – White (>20,000 sq.ft)	34,126	SF	\$ 0.18	\$ 6,142.68
P-620-1-2-1	Runway/Taxiway/Ramps/Aprons – Yellow (0-5,000 sq.ft)	2,376	SF	\$ 0.15	\$ 356.40
P-620-1-3-2	Runway/Taxiway/Ramps/Aprons – Black (5,001-20,000 sq.ft)	11,414	SF	\$ 0.20	\$ 2,282.80
P-620-1-6	Runway/Taxiway/Ramps/Aprons – Temporary, Primer Coat	3,526	SF	\$ 0.15	\$ 528.90
P-620-2-1	Reflective Media – (Type I)	36,502	SF	\$ 0.30	\$ 10,950.60
S-105-1-1	Mobilization (Cost shall include all mobilization costs, cost of salaries, overhead, fringe benefits, operating margin, expenses and travel expenses)	102,884	SF	\$ 0.15	\$ 15,432.60
Total:					\$ 49,904.42

Project Description:

Clean and Repaint markings for RW 13/31, and lead in/out lines. A 10ft shift for all the markings on the 31 End.
Removal will be done by Waterblasting.
Type I Beads



Remarks:

Pricing per FDOT State Runway Marking Contract #BE-497.

Price Includes:

(1) Mobilization for Cleaning and Repainting.

Airport Owner to Provide Disposal of Debris.

Airport Owner to Provide Adequate On Site Water Supply.

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days. If you need further information please contact: Brian Garratt, Regional Business Director cell 414-416-4703 or brian.garratt@hi-lite.com

We Propose Hereby To Furnish Material and Labor in Accordance with Above Specifications For the Above Sum. Prices May Vary Slightly to Suit your Project's Particular Needs Such as Number of Mobilizations and Traffic Control. Acceptance Of This Proposal Is Only Valid in its Entirety. Note: This Proposal is Valid for 30 Days.

Date: 3/1/2019 Signature: *Brian Garratt*
Brian Garratt, Regional Business Director

Acceptance Of Proposal – The Above Prices, Specifications and Conditions Are Satisfactory and Hereby Accepted. You Are Authorized To Do The Work As Specified.

Date: _____ Signature: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT375-040-19
PROCUREMENT
OGC – 03/17
Page 1 of 10

Agreement No.	BE497
Financial Project I.D.	
F.E.I.D. No.:	F352489959-002
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:	(required for contracts in excess of \$5 million)
Procurement No.:	RFP-DOT-17/18-9003-GH
DMS Catalog Class No.:	72151306

BY THIS AGREEMENT, made and entered into this 30th day of Nov., 2017 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Hi-Lite Airfield Services, LLC, of 18249 Hi-Lite Drive, Adams Center, NY 13606 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with a Statewide Airport Marking Program, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the
Assistant Secretary Strategic Development

2. TERM

- A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or 12/31/2020, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- ☒ Services shall commence January 1, 2018 and shall be completed by December 31, 2020 or date of termination, whichever occurs first.
- ☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

- ☐ This Agreement may not be renewed.
- ☒ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor

will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

☐ No general liability insurance is required.

☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

☒ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

- ☐ The following provision is not applicable to this Agreement:
- ☐ The following provision is hereby incorporated in and made a part of this Agreement:
- ☐ It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- ☐ The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

- ☒ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence

over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A", Scope of Work; Exhibit "B", MOC; Attachment A: AC 150/5340-1L, AC 150/5370-10G;
Exhibit "C", Price Sheets; Appendix I - Terms for Federal Aid Contracts
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Hi-Lite Airfield Services, LLC

Name of Vendor

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

BY:

DocuSigned by:



Authorized Signature

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Theodore Misiewicz

(Print/Type)

BY:

DocuSigned by:



Authorized Signature

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Thomas C. Byron, P.E.

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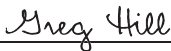
Title: CFO

Title: Assistant Secretary Strategic Development

FOR DEPARTMENT USE ONLY

APPROVED:

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LEGAL REVIEW

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EXHIBIT A – SCOPE OF WORK

Statewide Airport Marking Program

Objective

To provide a statewide airport marking program to enable airport sponsors to procure airfield pavement marking services for paved airfield runways, taxiways, taxilanes, surface painted signs, and/or ramps/aprons by exceptionally qualified vendors with direct experience with Federal Aviation Administration airfield pavement marking projects.

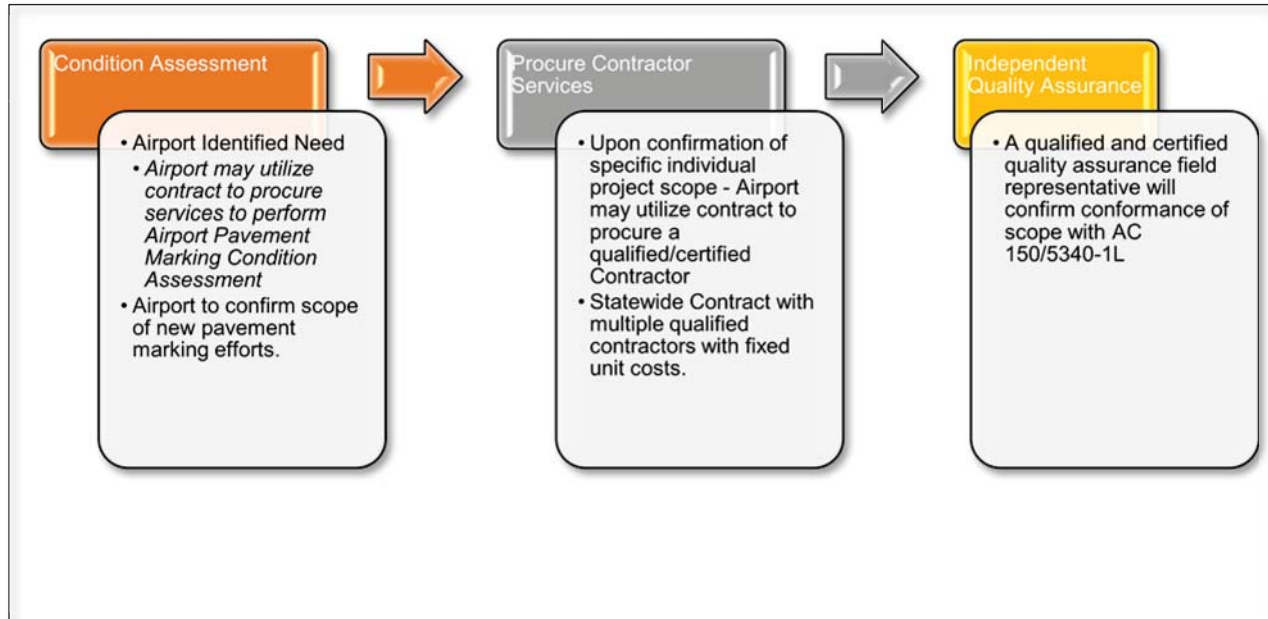
The contract services are to be performed in accordance with the ***Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5340-1L (or latest) Standards for Airport Markings, AC 150/5370-10G (or current edition) Standards for Specifying Construction of Airports, and Report IPRF 01-G-002-05-1 Airfield Marking Handbook. (September 2008)*** in adherence to the Chapter 14-60 Florida Administrative Code. The Florida Department of Transportation (FDOT) Aviation and Spaceports Office (ASO) desires to implement a comprehensive Statewide Airport Marking Program (SAMP) to meet the following objectives for participating public use airport facilities:

1. Perform an objective 'Airport Pavement Marking Condition Assessment', if desired by the participating airport, to identify an 'Airfield Pavement Marking Replacement Program'
2. Provide pre-approved and pre-qualified airfield pavement marking contractors with demonstrated experience and understanding of airport pavement marking construction in accordance with AC 150/5340-1L (or current edition).
3. Ensure the proper construction and placement of new airfield pavement marking with a 'Certified Airfield Pavement Marking Quality Assurance (QA) Program'.

Airfield pavement markings are a major component of an airport's visual navigation infrastructure. Markings provide a critical function – visual guidance for pilots, ground vehicles, and ground personnel to safely navigate and operationally maneuver within an airfield. The condition of airfield pavement markings is typically evaluated based on the following characteristics; visibility, durability, and compliance. The replacement and/or construction of new airfield pavement markings are designed in accordance with the AC 150/5340-1L (or latest).

In 2014, FDOT ASO contracted with a vendor to provide Statewide unit cost proposals, by District, for specific airfield pavement marking pay items. Airports have utilized this contract to procure a range of services that include; cleaning of pavement markings, removal of existing mold/algae, and pavement re-marking. This program does not directly fund vendor scope of services. The purpose of the program is to provide a statewide contracting mechanism with pre-negotiated rates to support airports in need of pavement marking assessment, procurement of qualified contractor services, and assurance of pavement marking construction in compliance to the references. Figure 1 graphically depicts the overall process.

Figure 1: Statewide Airport Pavement Marking Program Flow Chart



Overview

This scope of work describes the services to be performed in support of the FDOT ASO for the Statewide Airport Marking Program. The Program, in general, consists of three main elements: Condition Assessment, Contractor Services, and Independent Quality Assurance (QA). The *Condition Assessment* scope elements are intended to provide airports with technical support through qualified and certified professional services to identify pavement marking assets' condition and replacement needs. The specific Vendor Team members performing Condition Assessment scope must be independent of the Contractor Services personnel. The *Contractor Services* scope is to be performed by qualified and certified contractors with specific experience in installing airport pavement markings in accordance with the AC/150 5340-1L (or latest). The *Contractor Services* are to be performed by Vendor Team members of separate entity from the Condition Assessment and Independent Quality Assurance (QA) project team personnel. The *Independent Quality Assurance* scope of services is to perform quality assurance assessment of the Contractor Services efforts. The specific Vendor Team members performing Independent Quality Assurance (QA) scope must be independent of the Contractor Services personnel. This Request for Proposal (RFP) is for a Vendor Program Teams that may provide personnel to perform Condition Assessment, Contractor Services, and/or Independent Quality Assurance (QA).

Adherence to FAA Advisory Circulars

It is the responsibility of the Contractor to monitor and ensure all work is performed and completed in accordance with the latest applicable FAA Advisory Circulars and revisions.

Table 1: Vendor Team Organization and Defined Roles

Process	Purpose	Vendor Team Member Type	Qualifications
Condition Assessment	Identify airport pavement marking replacement needs (determine quantity in accordance with bid form)	Pavement Marking Expert/Consultant (Engineer, Technician, etc.)	Registered Professional Engineer -or- Demonstrate experience in airfield pavement marking design, specifications, and condition assessments
New Pavement Marking Contractor	Construct new pavement markings in accordance with 150/5340-1L and 150/5370-10G (or current editions)	Pavement Marking Contractor	Contractor with experience in the placement of airfield pavement marking features in accordance with FAA AC 150/5370-10G (or current edition)
Independent Quality Assurance (QA)	Provided Quality Assurance (QA) Inspection and/or Construction Administration Services to ensure proper placement of new airfield pavement markings in accordance with AC 150/5340-1L and 150/5370-10G (or current editions).	Pavement Marking Expert/Consultant (Engineer, Technician, etc.)	Registered Professional Engineer -or- Demonstrate experience in airfield pavement marking Construction Administration Services and/or Quality Assurance (QA)

A. Condition Assessment Services

The Vendor Program Team must provide qualified and experienced personnel to perform Condition Assessment services at the request of Airports wishing to evaluate the condition of the pavement markings prior to development of Contractor Services scope. Condition Assessment services must be performed by qualified personnel that has direct airport experience with objective pavement marking condition evaluations; determination of pavement marking quantities; and understanding of pavement marking design and construction. Vendor personnel should be able to demonstrate annual training and/or certification of personnel to ensure adequate understanding of airport pavement markings. Vendor personnel should have at least ten (10) years of airfield construction projects (with at least five (5) projects in the last two years) or substantial experience installing airfield pavement markings that are representative of airport size and NPIAS classifications for the Florida Airport System.

Airport Pavement Marking Condition Assessment

At the request and authorization of the participating Airports, Vendor Team personnel focused on the Condition Assessment efforts will perform an objective pavement marking condition assessment and evaluation of the Airport's airfield pavement marking assets. The Condition Assessment Vendor shall provide a technical memorandum to the airport staff summarizing the following:

1. Airport Pavement Marking System Inventory and Network Definition, to identify areas of assessment
2. Airport Pavement Marking Condition Assessment, to identify condition of pavement markings including reflectivity
3. Airport Pavement Marking Repair Program, to identify scope of work quantities in accordance with **Exhibit C** – Price Proposal.

Not all procurements may consist of a Condition Assessment. It is recommended that Airports provide supporting documentation for Scope of Work pay items and quantities identified in **Exhibit C**.

B. Contractor Services

The Vendor Team must provide qualified and experienced personnel to perform the work defined in **Exhibit C**. Personnel must have direct experience on airport pavement marking projects and have successfully demonstrated successful execution of pavement marking construction in strict adherence to the FAA AC 150/5370-10G and 150/5340-1L (or latest editions) Standards for Specifying Construction of Airports, and more specifically the following specification items:

1. **Section 100 Contractor Quality Control Program**
2. **Section 105 Mobilization**
3. **Item P-101 Surface Preparation**
4. **Item P-620 Runway and Taxiway Marking**

It shall be the sole responsibility of the Contractor to ensure that all work performed under this contract comply with the most current FAA Advisor Circulars, orders, handbooks, or any other documents associated with this contract.

Task B.1 Contractor Services as defined by Price Proposal for each FDOT District

The Vendor Team will provide specific price proposals amongst the seven (7) FDOT Districts from qualified contractors to perform the specific pay items identified in **Exhibit C**.

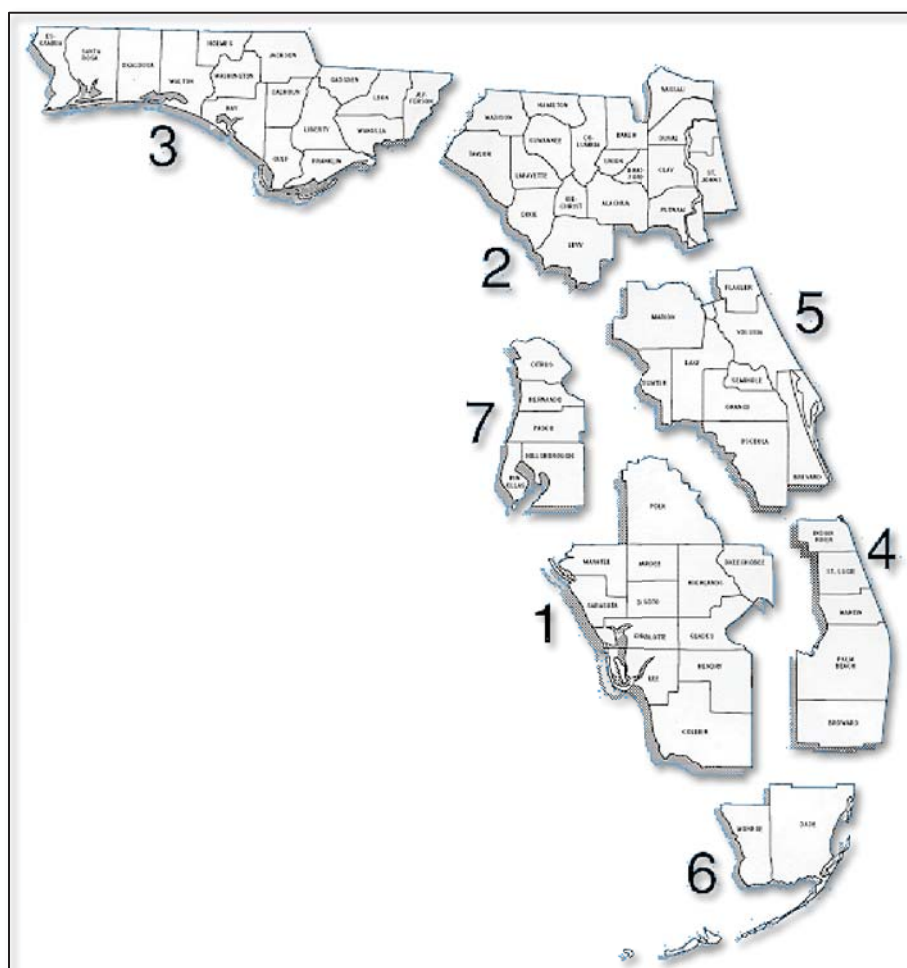
Pay items identified and procured through **Exhibit C** shall conform to the following:

1. **FAA AC 150/5340-1L (or latest) Standards for Airport Markings**
2. **FAA AC 150/5370-10G (or current) Standards for Specifying Construction of Airports**
3. **Report IPRF 01-G-002-05-1 Airfield Marking Handbook**

Vendor Program Price Proposal for each FDOT District

The Vendor Team personnel for the Contractor Services must provide a Price Proposal that is inclusive of the consideration of the FDOT Districts and geographical factors for all publicly-owned public-use airport facilities. The FDOT Districts are defined as follows:

District Number	District Description	District Counties
1	Southwest Florida	Charlotte, Collier, De Soto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota
2	Northeast Florida	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, and Union
3	Northwest Florida	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington
4	Southeast Florida	Broward, Indian River, Martin, Palm Beach, and St. Lucie
5	Central Florida	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia
6	South Florida	Miami-Dade and Monroe
7	West Central Florida	Citrus, Hernando, Hillsborough, Pasco, and Pinellas

Figure 2 – FDOT District Map

Vendor Program Team performing *Contractor Services* must include an *Independent Quality Control* plan for each procurement with participating Airports.

C. Independent Quality Assurance (QA) Services

The Vendor Program Team consist of designated member(s) for Independent Quality Assurance (QA) Services that address the Condition Assessment Services and the Contractor Services. Independent Quality Assurance (QA) member(s) should have at least ten (10) years of airfield construction projects or substantial experience focused on airfield pavement markings. The Independent Quality Assurance (QA) Services is intended to maintain a quality assurance of the Condition Assessments performed as well as the compliance of the Contractor Services in consideration of the FAA AC 150/5340-1L, FAA AC 150/5370-10G (or current edition), and the IPRF 01-G-002-05-1.

Vendor Team members who perform the initial Condition Assessment Services may not perform their own Independent Quality Assurance (QA) assessments on the evaluation and repair recommendations.

EXHIBIT B – METHOD OF COMPENSATION

1.0 Purpose

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in **Exhibit A** and the method by which payments shall be made.

2.0 Assignment of Work

Vendor services shall be requested by the customer on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the requesting facility's Project Manager or Owner's Authorized Representative. A "Letter of Authorization" will be issued for each project scheduled.

3.0 Compensation

There is no Budgetary Ceiling; funds will be encumbered for each Letter of Authorization.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The customer will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 Establishment of Letter of Authorization Amount

For each "Letter of Authorization" (LOA) the Vendor, following the Scope of Services as set forth in **Exhibit A**, shall prepare an estimate of work and price based on the rates established in **Exhibit C**. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the facility's Project Manager, a "Letter of Authorization" shall be issued by the Project Manager. The Project Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization".

5.0 Progress Payments

The Vendor shall submit monthly invoices to the customer in a format acceptable to the customer. For the **satisfactory performance** as determined by Vendor Project Team designated ***Independent Quality Control Vendor*** of the services detailed in each "Letter of Authorization", the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment for services shall be made at the contract rates in **Exhibit C**. The contract rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

6.0 Details of Unit Rates

Details of Unit Rates for the performance of the Vendor's services set forth in **Exhibit A** are contained in **Exhibit C**, attached hereto and made a part hereof.

7.0 Tangible Personal Property

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S. inventory control label(s) to be affixed to all property. The Vendor will accommodate physical inventories required by the Department.

ATTACHMENT A

AC 150/5340-1L Standards for Airport Markings

[Link to FAA Advisory Circulars](#)

AC 150/5370-10G Standards for Specifying Construction of Airports

[Link to FAA Advisory Circulars](#)

Report IPRF 01-G-002-05-1 Airfield Marking Handbook

[Link to IPRF Airfield Marking Handbook](#)

EXHIBIT "C" PRICE SHEET

FDOT District 1			
Item Number	Item Description	Price	UoM
P-101-5-1	Rubber Removal	\$0.01	Sq. Ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	\$0.00	Sq. Ft
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.050	Sq. Ft
P-101-5-3	Paint Removal (Grinding)	\$0.950	Sq. Ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.600	Sq. Ft
P-101-5-5	Paint Removal (Combination of methods)	\$1.650	Sq. Ft
P-620-1-1-1	Runway/Taxiway/Ramps/Aprons Painting – White (0-5,000 sq.ft)	\$0.050	Sq. Ft
P-620-1-1-2	Runway/Taxiway/Ramps/Aprons – White (5,001-20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-1-3	Runway/Taxiway/Ramps/Aprons – White (>20,000 sq.ft)	\$0.180	Sq. Ft
P-620-1-2-1	Runway/Taxiway/Ramps/Aprons – Yellow (0-5,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-2	Runway/Taxiway/Ramps/Aprons – Yellow (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-3	Runway/Taxiway/Ramps/Aprons – Yellow (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-3-1	Runway/Taxiway/Ramps/Aprons – Black (0-5,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-3-2	Runway/Taxiway/Ramps/Aprons – Black (5,001-20,000 sq.ft)	\$0.250	Sq. Ft
P-620-1-3-3	Runway/Taxiway/Ramps/Aprons – Black (>20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-4-1	Runway/Taxiway/Ramps/Aprons – Red (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-4-2	Runway/Taxiway/Ramps/Aprons – Red (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-4-3	Runway/Taxiway/Ramps/Aprons – Red (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-5-1	Runway/Taxiway/Ramps/Aprons – Green (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-2	Runway/Taxiway/Ramps/Aprons – Green (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-3	Runway/Taxiway/Ramps/Aprons – Green (>20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-6	Runway/Taxiway/Ramps/Aprons – Temporary, Primer Coat	\$0.150	Sq. Ft
P-620-2-1	Reflective Media – (Type I)	\$0.300	Sq. Ft
P-620-2-2	Reflective Media – (Type III)	\$0.550	Sq. Ft
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$0.100	Sq. Ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$0.100	Sq. Ft
P-620-4-1	Surface Painted Signs (Waterborne)	\$2.900	Sq. Ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$16.000	Sq. Ft
S-105-1-1	Mobilization	\$0.150	Sq. Ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$0.080	Sq. Ft
CA-100-1-1	Condition Assess. of Markings – Field for Primary Airports	\$0.100	Sq. Ft.
CA-100-1-2	Condition Assess. of Markings – Field for Reliever Airports	\$0.080	Sq. Ft.
CA-100-1-3	Cond. Assess. of Mrkgs: Field for Gen. Aviation Airports	\$0.060	Sq. Ft.
CA-100-2-1	Condition Assess. of Markings Repair Program	\$0.010	Sq. Ft.
IQC-100-1-1	Independent Quality Assurance for Condition Assessment	\$0.030	Sq. Ft.
IQC-200-1-1	Independent Quality Assurance for Airport Pvmnt. Marking Construction	\$0.060	Sq. Ft.
	TOTAL	\$27.36	

Price proposal includes complete compliance with FAA AC 150/5370-10 (most current edition) and AC 150/5340-1 (most current condition).

EXHIBIT "C" PRICE SHEET

FDOT District 2			
Item Number	Item Description	Price	UoM
P-101-5-1	Rubber Removal	\$0.01	Sq. Ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	\$0.00	Sq. Ft
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.050	Sq. Ft
P-101-5-3	Paint Removal (Grinding)	\$0.950	Sq. Ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.600	Sq. Ft
P-101-5-5	Paint Removal (Combination of methods)	\$1.650	Sq. Ft
P-620-1-1-1	Runway/Taxiway/Ramps/Aprons Painting – White (0-5,000 sq.ft)	\$0.050	Sq. Ft
P-620-1-1-2	Runway/Taxiway/Ramps/Aprons – White (5,001-20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-1-3	Runway/Taxiway/Ramps/Aprons – White (>20,000 sq.ft)	\$0.180	Sq. Ft
P-620-1-2-1	Runway/Taxiway/Ramps/Aprons – Yellow (0-5,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-2	Runway/Taxiway/Ramps/Aprons – Yellow (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-3	Runway/Taxiway/Ramps/Aprons – Yellow (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-3-1	Runway/Taxiway/Ramps/Aprons – Black (0-5,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-3-2	Runway/Taxiway/Ramps/Aprons – Black (5,001-20,000 sq.ft)	\$0.250	Sq. Ft
P-620-1-3-3	Runway/Taxiway/Ramps/Aprons – Black (>20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-4-1	Runway/Taxiway/Ramps/Aprons – Red (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-4-2	Runway/Taxiway/Ramps/Aprons – Red (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-4-3	Runway/Taxiway/Ramps/Aprons – Red (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-5-1	Runway/Taxiway/Ramps/Aprons – Green (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-2	Runway/Taxiway/Ramps/Aprons – Green (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-3	Runway/Taxiway/Ramps/Aprons – Green (>20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-6	Runway/Taxiway/Ramps/Aprons – Temporary, Primer Coat	\$0.150	Sq. Ft
P-620-2-1	Reflective Media – (Type I)	\$0.300	Sq. Ft
P-620-2-2	Reflective Media – (Type III)	\$0.550	Sq. Ft
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$0.100	Sq. Ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$0.100	Sq. Ft
P-620-4-1	Surface Painted Signs (Waterborne)	\$2.900	Sq. Ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$16.000	Sq. Ft
S-105-1-1	Mobilization	\$0.150	Sq. Ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$0.080	Sq. Ft
CA-100-1-1	Condition Assess. of Markings – Field for Primary Airports	\$0.100	Sq. Ft.
CA-100-1-2	Condition Assess. of Markings – Field for Reliever Airports	\$0.080	Sq. Ft.
CA-100-1-3	Cond. Assess. of Mrkgs: Field for Gen. Aviation Airports	\$0.060	Sq. Ft.
CA-100-2-1	Condition Assess. of Markings Repair Program	\$0.010	Sq. Ft.
IQC-100-1-1	Independent Quality Assurance for Condition Assessment	\$0.030	Sq. Ft.
IQC-200-1-1	Independent Quality Assurance for Airport Pvmnt. Marking Construction	\$0.060	Sq. Ft.
	TOTAL	\$27.36	

Price proposal includes complete compliance with FAA AC 150/5370-10 (most current edition) and AC 150/5340-1 (most current condition).

EXHIBIT "C" PRICE SHEET

FDOT District 3			
Item Number	Item Description	Price	UoM
P-101-5-1	Rubber Removal	\$0.01	Sq. Ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	\$0.00	Sq. Ft
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.050	Sq. Ft
P-101-5-3	Paint Removal (Grinding)	\$0.950	Sq. Ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.600	Sq. Ft
P-101-5-5	Paint Removal (Combination of methods)	\$1.650	Sq. Ft
P-620-1-1-1	Runway/Taxiway/Ramps/Aprons Painting – White (0-5,000 sq.ft)	\$0.050	Sq. Ft
P-620-1-1-2	Runway/Taxiway/Ramps/Aprons – White (5,001-20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-1-3	Runway/Taxiway/Ramps/Aprons – White (>20,000 sq.ft)	\$0.180	Sq. Ft
P-620-1-2-1	Runway/Taxiway/Ramps/Aprons – Yellow (0-5,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-2	Runway/Taxiway/Ramps/Aprons – Yellow (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-3	Runway/Taxiway/Ramps/Aprons – Yellow (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-3-1	Runway/Taxiway/Ramps/Aprons – Black (0-5,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-3-2	Runway/Taxiway/Ramps/Aprons – Black (5,001-20,000 sq.ft)	\$0.250	Sq. Ft
P-620-1-3-3	Runway/Taxiway/Ramps/Aprons – Black (>20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-4-1	Runway/Taxiway/Ramps/Aprons – Red (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-4-2	Runway/Taxiway/Ramps/Aprons – Red (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-4-3	Runway/Taxiway/Ramps/Aprons – Red (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-5-1	Runway/Taxiway/Ramps/Aprons – Green (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-2	Runway/Taxiway/Ramps/Aprons – Green (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-3	Runway/Taxiway/Ramps/Aprons – Green (>20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-6	Runway/Taxiway/Ramps/Aprons – Temporary, Primer Coat	\$0.150	Sq. Ft
P-620-2-1	Reflective Media – (Type I)	\$0.300	Sq. Ft
P-620-2-2	Reflective Media – (Type III)	\$0.550	Sq. Ft
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$0.100	Sq. Ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$0.100	Sq. Ft
P-620-4-1	Surface Painted Signs (Waterborne)	\$2.900	Sq. Ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$16.000	Sq. Ft
S-105-1-1	Mobilization	\$0.150	Sq. Ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$0.080	Sq. Ft
CA-100-1-1	Condition Assess. of Markings – Field for Primary Airports	\$0.100	Sq. Ft.
CA-100-1-2	Condition Assess. of Markings – Field for Reliever Airports	\$0.080	Sq. Ft.
CA-100-1-3	Cond. Assess. of Mrkgs: Field for Gen. Aviation Airports	\$0.060	Sq. Ft.
CA-100-2-1	Condition Assess. of Markings Repair Program	\$0.010	Sq. Ft.
IQC-100-1-1	Independent Quality Assurance for Condition Assessment	\$0.030	Sq. Ft.
IQC-200-1-1	Independent Quality Assurance for Airport Pvmnt. Marking Construction	\$0.060	Sq. Ft.
	TOTAL	\$27.36	

Price proposal includes complete compliance with FAA AC 150/5370-10 (most current edition) and AC 150/5340-1 (most current condition).

EXHIBIT "C" PRICE SHEET

FDOT District 4			
Item Number	Item Description	Price	UoM
P-101-5-1	Rubber Removal	\$0.01	Sq. Ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	\$0.00	Sq. Ft
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.050	Sq. Ft
P-101-5-3	Paint Removal (Grinding)	\$0.950	Sq. Ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.600	Sq. Ft
P-101-5-5	Paint Removal (Combination of methods)	\$1.650	Sq. Ft
P-620-1-1-1	Runway/Taxiway/Ramps/Aprons Painting – White (0-5,000 sq.ft)	\$0.050	Sq. Ft
P-620-1-1-2	Runway/Taxiway/Ramps/Aprons – White (5,001-20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-1-3	Runway/Taxiway/Ramps/Aprons – White (>20,000 sq.ft)	\$0.180	Sq. Ft
P-620-1-2-1	Runway/Taxiway/Ramps/Aprons – Yellow (0-5,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-2	Runway/Taxiway/Ramps/Aprons – Yellow (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-3	Runway/Taxiway/Ramps/Aprons – Yellow (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-3-1	Runway/Taxiway/Ramps/Aprons – Black (0-5,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-3-2	Runway/Taxiway/Ramps/Aprons – Black (5,001-20,000 sq.ft)	\$0.250	Sq. Ft
P-620-1-3-3	Runway/Taxiway/Ramps/Aprons – Black (>20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-4-1	Runway/Taxiway/Ramps/Aprons – Red (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-4-2	Runway/Taxiway/Ramps/Aprons – Red (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-4-3	Runway/Taxiway/Ramps/Aprons – Red (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-5-1	Runway/Taxiway/Ramps/Aprons – Green (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-2	Runway/Taxiway/Ramps/Aprons – Green (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-3	Runway/Taxiway/Ramps/Aprons – Green (>20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-6	Runway/Taxiway/Ramps/Aprons – Temporary, Primer Coat	\$0.150	Sq. Ft
P-620-2-1	Reflective Media – (Type I)	\$0.300	Sq. Ft
P-620-2-2	Reflective Media – (Type III)	\$0.550	Sq. Ft
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$0.100	Sq. Ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$0.100	Sq. Ft
P-620-4-1	Surface Painted Signs (Waterborne)	\$2.900	Sq. Ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$16.000	Sq. Ft
S-105-1-1	Mobilization	\$0.150	Sq. Ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$0.080	Sq. Ft
CA-100-1-1	Condition Assess. of Markings – Field for Primary Airports	\$0.100	Sq. Ft.
CA-100-1-2	Condition Assess. of Markings – Field for Reliever Airports	\$0.080	Sq. Ft.
CA-100-1-3	Cond. Assess. of Mrkgs: Field for Gen. Aviation Airports	\$0.060	Sq. Ft.
CA-100-2-1	Condition Assess. of Markings Repair Program	\$0.010	Sq. Ft.
IQC-100-1-1	Independent Quality Assurance for Condition Assessment	\$0.030	Sq. Ft.
IQC-200-1-1	Independent Quality Assurance for Airport Pvmnt. Marking Construction	\$0.060	Sq. Ft.
	TOTAL	\$27.36	

Price proposal includes complete compliance with FAA AC 150/5370-10 (most current edition) and AC 150/5340-1 (most current condition).

EXHIBIT "C" PRICE SHEET

FDOT District 5			
Item Number	Item Description	Price	UoM
P-101-5-1	Rubber Removal	\$0.01	Sq. Ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	\$0.00	Sq. Ft
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.050	Sq. Ft
P-101-5-3	Paint Removal (Grinding)	\$0.950	Sq. Ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.600	Sq. Ft
P-101-5-5	Paint Removal (Combination of methods)	\$1.650	Sq. Ft
P-620-1-1-1	Runway/Taxiway/Ramps/Aprons Painting – White (0-5,000 sq.ft)	\$0.050	Sq. Ft
P-620-1-1-2	Runway/Taxiway/Ramps/Aprons – White (5,001-20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-1-3	Runway/Taxiway/Ramps/Aprons – White (>20,000 sq.ft)	\$0.180	Sq. Ft
P-620-1-2-1	Runway/Taxiway/Ramps/Aprons – Yellow (0-5,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-2	Runway/Taxiway/Ramps/Aprons – Yellow (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-3	Runway/Taxiway/Ramps/Aprons – Yellow (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-3-1	Runway/Taxiway/Ramps/Aprons – Black (0-5,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-3-2	Runway/Taxiway/Ramps/Aprons – Black (5,001-20,000 sq.ft)	\$0.250	Sq. Ft
P-620-1-3-3	Runway/Taxiway/Ramps/Aprons – Black (>20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-4-1	Runway/Taxiway/Ramps/Aprons – Red (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-4-2	Runway/Taxiway/Ramps/Aprons – Red (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-4-3	Runway/Taxiway/Ramps/Aprons – Red (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-5-1	Runway/Taxiway/Ramps/Aprons – Green (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-2	Runway/Taxiway/Ramps/Aprons – Green (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-3	Runway/Taxiway/Ramps/Aprons – Green (>20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-6	Runway/Taxiway/Ramps/Aprons – Temporary, Primer Coat	\$0.150	Sq. Ft
P-620-2-1	Reflective Media – (Type I)	\$0.300	Sq. Ft
P-620-2-2	Reflective Media – (Type III)	\$0.550	Sq. Ft
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$0.100	Sq. Ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$0.100	Sq. Ft
P-620-4-1	Surface Painted Signs (Waterborne)	\$2.900	Sq. Ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$16.000	Sq. Ft
S-105-1-1	Mobilization	\$0.150	Sq. Ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$0.080	Sq. Ft
CA-100-1-1	Condition Assess. of Markings – Field for Primary Airports	\$0.100	Sq. Ft.
CA-100-1-2	Condition Assess. of Markings – Field for Reliever Airports	\$0.080	Sq. Ft.
CA-100-1-3	Cond. Assess. of Mrkgs: Field for Gen. Aviation Airports	\$0.060	Sq. Ft.
CA-100-2-1	Condition Assess. of Markings Repair Program	\$0.010	Sq. Ft.
IQC-100-1-1	Independent Quality Assurance for Condition Assessment	\$0.030	Sq. Ft.
IQC-200-1-1	Independent Quality Assurance for Airport Pvmnt. Marking Construction	\$0.060	Sq. Ft.
	TOTAL	\$27.36	

Price proposal includes complete compliance with FAA AC 150/5370-10 (most current edition) and AC 150/5340-1 (most current condition).

EXHIBIT "C" PRICE SHEET

FDOT District 6			
Item Number	Item Description	Price	UoM
P-101-5-1	Rubber Removal	\$0.01	Sq. Ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	\$0.00	Sq. Ft
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.050	Sq. Ft
P-101-5-3	Paint Removal (Grinding)	\$0.950	Sq. Ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.600	Sq. Ft
P-101-5-5	Paint Removal (Combination of methods)	\$1.650	Sq. Ft
P-620-1-1-1	Runway/Taxiway/Ramps/Aprons Painting – White (0-5,000 sq.ft)	\$0.050	Sq. Ft
P-620-1-1-2	Runway/Taxiway/Ramps/Aprons – White (5,001-20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-1-3	Runway/Taxiway/Ramps/Aprons – White (>20,000 sq.ft)	\$0.180	Sq. Ft
P-620-1-2-1	Runway/Taxiway/Ramps/Aprons – Yellow (0-5,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-2	Runway/Taxiway/Ramps/Aprons – Yellow (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-3	Runway/Taxiway/Ramps/Aprons – Yellow (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-3-1	Runway/Taxiway/Ramps/Aprons – Black (0-5,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-3-2	Runway/Taxiway/Ramps/Aprons – Black (5,001-20,000 sq.ft)	\$0.250	Sq. Ft
P-620-1-3-3	Runway/Taxiway/Ramps/Aprons – Black (>20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-4-1	Runway/Taxiway/Ramps/Aprons – Red (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-4-2	Runway/Taxiway/Ramps/Aprons – Red (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-4-3	Runway/Taxiway/Ramps/Aprons – Red (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-5-1	Runway/Taxiway/Ramps/Aprons – Green (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-2	Runway/Taxiway/Ramps/Aprons – Green (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-3	Runway/Taxiway/Ramps/Aprons – Green (>20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-6	Runway/Taxiway/Ramps/Aprons – Temporary, Primer Coat	\$0.150	Sq. Ft
P-620-2-1	Reflective Media – (Type I)	\$0.300	Sq. Ft
P-620-2-2	Reflective Media – (Type III)	\$0.550	Sq. Ft
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$0.100	Sq. Ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$0.100	Sq. Ft
P-620-4-1	Surface Painted Signs (Waterborne)	\$2.900	Sq. Ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$16.000	Sq. Ft
S-105-1-1	Mobilization	\$0.150	Sq. Ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$0.080	Sq. Ft
CA-100-1-1	Condition Assess. of Markings – Field for Primary Airports	\$0.100	Sq. Ft.
CA-100-1-2	Condition Assess. of Markings – Field for Reliever Airports	\$0.080	Sq. Ft.
CA-100-1-3	Cond. Assess. of Mrkgs: Field for Gen. Aviation Airports	\$0.060	Sq. Ft.
CA-100-2-1	Condition Assess. of Markings Repair Program	\$0.010	Sq. Ft.
IQC-100-1-1	Independent Quality Assurance for Condition Assessment	\$0.030	Sq. Ft.
IQC-200-1-1	Independent Quality Assurance for Airport Pvmnt. Marking Construction	\$0.060	Sq. Ft.
	TOTAL	\$27.36	

Price proposal includes complete compliance with FAA AC 150/5370-10 (most current edition) and AC 150/5340-1 (most current condition).

EXHIBIT "C" PRICE SHEET

FDOT District 7			
Item Number	Item Description	Price	UoM
P-101-5-1	Rubber Removal	\$0.01	Sq. Ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	\$0.00	Sq. Ft
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.050	Sq. Ft
P-101-5-3	Paint Removal (Grinding)	\$0.950	Sq. Ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.600	Sq. Ft
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P-620-1-1-1	Runway/Taxiway/Ramps/Aprons Painting – White (0-5,000 sq.ft)	\$0.050	Sq. Ft
P-620-1-1-2	Runway/Taxiway/Ramps/Aprons – White (5,001-20,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-1-3	Runway/Taxiway/Ramps/Aprons – White (>20,000 sq.ft)	\$0.180	Sq. Ft
P-620-1-2-1	Runway/Taxiway/Ramps/Aprons – Yellow (0-5,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-2	Runway/Taxiway/Ramps/Aprons – Yellow (5,001-20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-2-3	Runway/Taxiway/Ramps/Aprons – Yellow (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-3-1	Runway/Taxiway/Ramps/Aprons – Black (0-5,000 sq.ft)	\$0.200	Sq. Ft
P-620-1-3-2	Runway/Taxiway/Ramps/Aprons – Black (5,001-20,000 sq.ft)	\$0.250	Sq. Ft
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P-620-1-4-3	Runway/Taxiway/Ramps/Aprons – Red (>20,000 sq.ft)	\$0.150	Sq. Ft
P-620-1-5-1	Runway/Taxiway/Ramps/Aprons – Green (0-5,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-2	Runway/Taxiway/Ramps/Aprons – Green (5,001-20,000 sq.ft)	\$0.100	Sq. Ft
P-620-1-5-3	Runway/Taxiway/Ramps/Aprons – Green (>20,000 sq.ft)	\$0.100	Sq. Ft
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IQC-200-1-1	Independent Quality Assurance for Airport Pvmnt. Marking Construction	\$0.060	Sq. Ft.
	TOTAL	\$27.36	

Price proposal includes complete compliance with FAA AC 150/5370-10 (most current edition) and AC 150/5340-1 (most current condition).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # BE497**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. § 1717), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-45
Motion to Reconsider - Parks and Recreation Impact Fees - Beach Walkovers

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-45

SYNOPSIS: New beach walkovers would enhance the protection of dunes and ease of access at public beach access #'s 9N, 8N and 2S. The use of Parks and Recreation Impact Fees for beach walkovers meets the requirements for expenditure of impact fees under Section 163.31801, Fla. Stats. and Section 2-460 of the City Code of Ordinances.

Parks and Recreation Impact Fees may be expended for parks and recreation capital improvements such as design and construction of public beach walkovers.

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

FISCAL IMPACT: Design costs in the amount of \$30,000 are available in the Capital Expansion Fund (310) Parks and Rec Impact Fee Reserve account 3107200 38910.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-45.

Tammi E. Bach, City Attorney	3/15/2019
Nicole Bednar, Administrative Services Manager	3/20/2019
Dale Martin, City Manager	3/22/2019
Pauline Testagrose, Comptroller	3/25/2019

Submitted By: _____ Date: March 15, 2019
Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE USE OF PARKS AND RECREATION IMPACT FEES FOR DESIGN AND CONSTRUCTION OF NEW BEACH WALKOVERS AT PUBLIC BEACH ACCESSES 8N, 9N AND 2S; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, new beach walkovers would enhance the protection of dunes and ease of access at public Beach Access #'s 9N, 8N and 2S; and

WHEREAS, the use of Parks and Recreation Impact Fees for beach walkovers meets the requirements for expenditure of impact fees under Section 163.31801, Fla. Stats. and Section 2-460 of the City Code of Ordinances; and Design costs in the amount of \$30,000 are available in the Capital Expansion Fund (310) Parks and Rec Impact Fee Reserve account 3107200 38910; and

WHEREAS, Parks and Recreation Impact Fees may be expended for Parks and Recreation capital improvements such as design and construction of public beach walkovers.

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 expenditure of Parks and Recreation Impact Fees for design and construction of new beach walkover structures (capital improvements) at public Beach Access #'s 8N, 9N and 2S.

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

ADOPTED this 5^h day of March, 2019.

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 2019-48
Settlement Agreement and General Release - VRL Architects, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-48

SYNOPSIS: After the completion of the Nassau County Library, Fernandina Beach Branch, renovation, the roof leaked and was in need of repair. It was discovered that an expansion joint was needed and not part of the original design.

When contacted regarding the error, VRL Architects, Inc., who had designed the project, worked with staff and the City Attorney and agreed to pay for the cost of the roof repair through its insurance company in the amount of \$32,716.77. The City incurred some other costs for minor roof repairs (\$920) and structural report (\$400), but is not being reimbursed for those costs.

FISCAL IMPACT: The settlement will authorize a reimbursement of \$32,716.77 which will be deposited into 001 36990 (Other Revenue).

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-48.

Tammi E. Bach, City Attorney	3/15/2019
Nicole Bednar, Administrative Services Manager	3/20/2019
Dale Martin, City Manager	3/22/2019
Pauline Testagrose, Comptroller	3/25/2019
Katie Newton, Legal Assistant	3/25/2019

Date: March 15, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH VRL ARCHITECTS, INC. IN THE AMOUNT OF \$32,716.77 AS REIMBURSEMENT TO THE CITY FOR LIBRARY ROOF REPAIRS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014, VRL Architects, Inc. provided services to the City of Fernandina Beach by designing the Fernandina Beach Downtown public library roof as part of the library expansion project; and

WHEREAS, in June 2018, the library roof needed repair due to a lack of proper expansion joint, and the City paid \$32,716.77 to Weatherproofing Technologies (reference City Resolution 2018-107) for the roof repairs; and

WHEREAS, in November 2018, the City Attorney began negotiations with VRL Architects, Inc. (the architect for library expansion project) and their legal representative to resolve the City's claim; and

WHEREAS, the parties recognize the tremendous time and expense that would be incurred by litigation of the matter, any appeals and the uncertainties inherent in any such litigation, and the parties have concluded that their interests would be best served by this settlement; and

WHEREAS, the Settlement Agreement and General Release provides that VRL Architects, Inc. does not admit liability but will pay the settlement amount to avoid litigation.

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 Settlement Agreement and General Release with VRL Architects, Inc., attached hereto as Exhibit "A", and authorizes the City Manager and City Clerk to execute all documents pertaining to such settlement after review and approval by the City Attorney.

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

ADOPTED this 2nd day of April, 2019.

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

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is hereby entered into by and among: (a) **City of Fernandina Beach**, "Plaintiff"; and (c) **VRL Architects, Inc. ("VRL or Defendant")**; This Agreement shall take effect upon the date of mutual execution of Plaintiff and VRL (the "Effective Date").

Background Recitals

- A. **WHEREAS**, Plaintiff has asserted certain claims for construction defect relating construction and repair of the property (the "Dispute") located at 25 North 4th Street, Fernandina Beach, Florida. The property is known as the Nassau County Public Library ("the Property").
- B. **WHEREAS**, VRL performed certain work during the original construction of the Property and desire to resolve any and all claims that Plaintiff may have against them related to the Property and the Dispute.
- C. **WHEREAS**, in entering into this Agreement, the Parties desire to resolve any and all claims, defenses, demands, debts, obligations, judgments, actions, causes of action, liens, and liabilities between them, including, but not limited to, any and all claims, offsets, debts or defenses that were asserted in the Lawsuit and any and all claims, offsets, debts or defenses that could have been asserted in the Lawsuit.

WHEREAS, the parties desire to enter into a settlement agreement regarding the Dispute and the parties hereby agree as follows:

1. **Settlement Amount and Payment Terms.** In full and final settlement of all issues relating to the Dispute pending between the Parties, including all claims raised in the Dispute, the parties hereby agree that the XL Catlin AXA XL will pay Plaintiff Thirty-two Thousand, Seven hundred and sixteen dollars and seventy-seven cents (\$32,716.77). Such settlement amounts should be made payable to City of Fernandina Beach and should be sent to:

Tammi Bach
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Such settlement amounts are due and owing within thirty (30) days of the VRLs receipt of this fully executed Agreement.

1. **General Release from Plaintiff.** Upon the Effective Date Plaintiff fully and completely release and forever discharge the Defendant and their respective past and present parent

companies, related and affiliated companies, subsidiaries, predecessors, successors, and assigns, and each entity's respective present and past directors, officers, partners, attorneys, agents, employees, members, managers, shareholders, stockholders, insurers, including XL Catlin AXA XL, and reinsurers, from any and all lawsuits, arbitrations, causes of action, claims, liens, demands, debts, defenses, and costs, of any nature whatsoever, whether based on contract, tort, or other theory of recovery (including, but not limited to statutory causes of action), including but not limited to claims for property damage, including loss of use and personal property, medical expenses, personal injury, bodily injury, loss of income, mental anguish, pain and suffering, breach of the duty to defend, breach of the duty to indemnify, additional insured rights/status, unfair claims handling or any other insurer misconduct, bad faith (statutory and common law), breach of contract And, without limiting the foregoing, any other losses or damages, whether compensatory (general and special), punitive or exemplary, or for attorneys' fees and costs (whether past or future, whether claimed to be due and owing under any statute, the common law, contract or insurance policy, including but not limited to 627.428 Fla. Stat., § 626.9373 and/or the confession of judgment doctrine), whether known or unknown, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, accrued or unaccrued, which were or could have been asserted, now or in the future, against the Defendant directly or indirectly attributable to the construction and/or repair of the Property, the sale of the Property to the Plaintiff, their habitation of the Property, any aspects of the transactions represented thereby concerning the Property, any consideration for the transactions between the parties and all damages and causes of action flowing therefrom, including, without limitation, those claims or causes of action that were brought or could have been brought in the Lawsuit. **THIS IS A GENERAL RELEASE OF ANY AND ALL OF PLAINTIFF'S CLAIMS AGAINST THE DEFENDANTS FROM THE PRESENT DATE TO THE END OF TIME ARISING OUT OF OR RELATING TO THE CONSTRUCTION, REPAIR, SALE, AND/OR HABITATION OF THE PROPERTY. THIS RELEASE IS ONLY MEANT TO RELEASE THE DEFENDANT FOR THE SCOPE OF WORK OF VRL.**

2. **Warranty of Exclusive Rights.** Plaintiff represents and warrants that they have the sole right and exclusive authority to execute the Agreement and receive the sum specified in it, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action released in this Agreement.

3. **No Admission of Wrongdoing/Liability.** Plaintiff agrees and acknowledges that they accept the payment referenced in paragraph one above as a full and complete compromise of matters involving the Dispute and the Property, and that such payment shall not be considered an admission of any liability or wrongdoing by the Defendant. It is further understood and acknowledged by all parties that this Agreement does not constitute an admission of liability or wrongdoing on the part of the Defendant and that this Agreement is purely an act of compromise.

4. **Tax Consequences.** Plaintiff agrees that if it is later determined by the Internal Revenue Service that taxes of any type should have been paid in connection with any benefit Plaintiffs receive pursuant to this Agreement, that Plaintiff will be solely responsible for paying such taxes.

5. **Adequate Consideration.** Plaintiff acknowledges that the consideration received by Plaintiff in connection with this Agreement is fair, adequate and substantial and consists only

of the terms set forth in this Agreement.

6. **Warranty of Voluntary Agreement.** The parties warrant that they have entered this Agreement voluntarily and of their own accord without reliance on any inducement, promise, or representations by any other party.

7. **Warranty of Understanding and Advice of Counsel.** The parties state that they have carefully read this Agreement, know its content, and freely and voluntarily agree to all of its terms and conditions. Each party warrants that it has obtained the advice of counsel with regard to this Agreement.

8. **Governing Law.** It is hereby agreed by the parties that this Agreement shall be governed by the laws of the State of Florida, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation.

9. **Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be one and the same instrument. Delivery of an executed counterpart of this Agreement by email and/or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

10. **Merger, Amendments, and Waiver.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement. It supersedes all prior and contemporaneous agreements, representations, and understandings between the Parties related thereto. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement by a party shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver by a party shall be binding unless executed in writing by the party against whom enforcement of the waiver is sought.

11. **Incorporation of Recitals.** The parties warrant and represent that the above-stated Background Recitals are true and accurate statements in all material respects and reflect the intent of the parties in entering into this Agreement. The Background Recitals are incorporated by reference into the terms of the Agreement.

12. **Warranty Acknowledgement.** In entering into this Agreement, Plaintiff acknowledges and agrees that they will not make any additional warranty claims (or any other claims) to the Defendant, or their respective past and present parent companies, related and affiliated companies, subsidiaries, predecessors, successors, and assigns, and each such entity's present and past directors, officers, partners, attorneys, agents, employees, members, managers, or shareholders and stockholders.

13. **Confidentiality.** Except as required by law, Plaintiff agrees to keep the terms of this Agreement confidential. This covenant does not, however, preclude Plaintiffs from providing testimony or information pursuant to a subpoena or other legal process in connection with any legal proceedings or in connection with any investigations that may be conducted by governmental authorities. Additionally, this covenant does not preclude Plaintiff from disclosing the terms and facts of this Agreement to a tax advisor, or attorney, reinsurers, agents, and all insurance reporting

entities for the sole purpose of obtaining tax and/or legal advice. However, should the Plaintiffs violate this provision; the Plaintiff agrees to payback XL Catlin AXA XL the amount of the settlement as detailed in Paragraph 1.

14. **No Party is Drafter.** Should any provision of the Agreement require interpretation or construction, each party acknowledges participation in the negotiation of this Agreement and agrees that no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated, or drafted such provision.

15. **Successors.** This Agreement is binding upon the parties' successors and assigns.

IN WITNESS WHEREOF, this Agreement has been signed by the parties as shown below.

City of Fernandina Beach

By: _____

Printed Name: _____

Title: _____

DATED: _____

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY



Purchase Order

Fiscal Year 2018

Page: 1 of: 1

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

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

Purchase Order # **18000328**

Delivery must be made within doors of
specified destination.

V
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WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
CLEVELAND, OH 44122

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference		
				18529				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location		
08/15/2018	411					FACILITIES		
Item#	Description/PartNo				QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading LIBRARY ROOF REPAIR							
1	LIBRARY ROOF REPAIR AS OUTLINED IN PROPOSAL DATED JUNE 14, 2018 FOR THE EXPANSION JOINT AND ALPHAGUARD REPAIR; PRICING PER AEPA CONTRACT IFB #017-F; CITY COMMISSION APPROVED VIA RESOLUTION 2018-107 ON AUGUST 7, 2018.				1.0	EACH	\$32,716.77	\$32,716.77
	***** GL SUMMARY *****							
	0017100 - 54610				\$32,716.77			

By: PAC Clifford
Comptroller

VENDOR COPY

Total Ext. Price	\$32,716.77
PO Total	\$32,716.77

1. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No modification or waiver of terms of the agreement shall be binding unless in writing, signed by the City Manager and confirmed by a representative of the Contractor/Vendor/Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
2. **DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, City may cancel the order and buy elsewhere. Failure of City to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
3. **INSPECTIONS** - Materials shall be received subject to City's right to inspect and test all materials at destination before acceptance. Contractor/Vendor/Seller shall pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.
4. **ACCEPTANCE** - Payment for the goods or services covered by this order shall not constitute acceptance thereof. Shipment of any part of this order or start of work, if providing services, without written acceptance constitutes Contractor/Vendor/Seller's acceptance of this order and its condition.
5. **CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted shall be made on notice thereof to the Contractor/Vendor/Seller, upon cessation of such contingency, even though such might have been operative at the date of this order.
6. **GOVERNMENT REGULATIONS** - Contractor/Vendor/Seller warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and shall indemnify and save City harmless from and against any liability or loss resulting from Contractor/Vendor/Seller's failure to do so.
7. **TAXES** - The City is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges, do not pay tax as the county or city will not reimburse you for the taxes paid. The City also is exempt from State Sales Tax.
8. **WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor/Vendor/Seller expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by City and shall be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. City's failure to give notice to Contractor/Vendor/Seller of any breach of warranty shall not discharge Contractor/Vendor/Seller of any breach of warranty and shall not discharge Contractor/Vendor/Seller's liability therefor. Without limiting the generality of any of the foregoing, Contractor/Vendor/Seller agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by City.
9. **PATENTS** - Contractor/Vendor/Seller shall protect and indemnify City against all claims, judgments and expenses arising from infringement or alleged infringement of any third party's patent, copyright or other intellectual property rights by any of the goods delivered hereunder. Contractor/Vendor/Seller shall defend or settle at its own expense any proceeding brought against City for such infringements provided Contractor/Vendor/Seller is notified promptly of the commencement of such proceedings and is given authority, information and assistance by the City for the defense or settlement thereof.
10. **INSTALLATION** - If this order required the services of experts or employees on City's premises, such experts or employees shall not thereby be deemed to be by the agents or employees of City. Such parties shall be subject to City's safety rules and fire regulations. Contractor/Vendor/Seller assumes full responsibility for their acts and omissions and agrees to save Buyer harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor/Vendor/Seller will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personality for a lump sum amount. Contractor/Vendor/Seller agrees to furnish an analysis thereof as Buyer may reasonably require for accounting purposes. Contractor/Vendor/Seller agrees to furnish an analysis thereof as City may reasonably require for accounting purposes. Contractor/Vendor/Seller shall be solely responsible for materials furnished by Buyer on other than a charge basis in connection with this order.
11. **NON-DISCLOSURE** - Without prior written consent of the City in each instance, Contractor/Vendor/Seller shall not reveal to a third party the details, characteristics or any information on materials made to the special order of City or use reproductions thereof in any promotional media or reveal that City is purchasing the materials ordered hereunder.
12. **ASSIGNMENT** - Contractor/Vendor/Seller shall not assign this order or any part thereof without written consent of the City. Such consent will not relieve Contractor/Vendor/Seller from its obligations and liabilities hereunder.
13. **CHANGES** - City reserves right to change specifications and delivery dates. Any resultant contract differences shall be equitably adjusted in writing.
14. **OCCUPATION SAFETY AND HEALTH ACT** - Contractor/Vendor/Seller certifies that all material, equipment, etc. supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Contractor/Vendor/Seller further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements shall be borne by the Contractor/Vendor/Seller.
15. **INDEMNIFICATION** - The parties recognize that Contractor/Vendor/Seller is an independent contractor. Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, subcontractors, agents, and representatives. Contractor/Vendor/Seller's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor/Vendor/Seller against the City and Contractor/Vendor/Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained by Contractor/Vendor/Seller. In addition, Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless and defend the City, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Contractor/Vendor/Seller's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Contractor/Vendor/Seller's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and/or arising out of the negligent or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, volunteers, representatives or agents. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
16. **INSURANCE** - If required by the City, Contractor/Vendor/Seller shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured and the supporting Endorsement page included. It is understood and agreed that the coverage afforded by Contractor/Vendor/Seller commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Director and the City Attorney.
17. **PURCHASE ORDER NUMBER** - Purchase Order Number must appear on all packages, packing slips, invoices and all correspondence relating to the Order. City will not be responsible for goods delivered without Purchase Order Number.
18. **INVOICING** - Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), total, and SHIP TO ADDRESS.
19. **PRICES** - Prices are F.O.B. destination unless otherwise specified and agreed to by the City.
20. **PAYMENT** - Payment due hereunder shall be made by the City to Contractor/Vendor/Seller in accordance with the Florida Local Government Prompt Payment Act.
21. **DISCOUNTS** - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for City to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.
22. **ACCEPTANCE - ENTIRE AGREEMENT** - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. City and the Contractor/Vendor/Seller shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor/Vendor/Seller's quotation, acknowledgment in force, or any other communication from Contractor/Vendor/Seller to City unless such provision is expressly agreed to and confirmed in writing.
23. **VARIATION IN QUANTITY** - City assumes no liability for material produced, processed or shipped in excess of the amount specified herein.
24. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.
25. **CAPTIONS** - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.
26. **MATERIAL SAFETY DATA** - In accordance with Florida Statutes, Chapter 442, it is the Contractor/Vendor/Seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.
27. **PERMITS** - Contractor/Vendor/Seller is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.
28. **PUBLIC RECORDS LAW REQUIREMENTS** - Pursuant to Section 119.0701, Florida Statutes, Contractor/Vendor performing services for City shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor/Vendor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor/Vendor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.



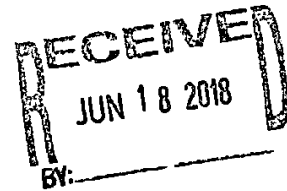
Tremco/Weatherproofing Technologies, Inc.
P.O. BOX 93111
CLEVELAND, OH 44193-0511



007100 54610

ROOF REPAIR INVOICE

C.O.F.B public library



- locate leak on flat modified rolled roofing
- repair any seems or cracks within the damaged or leaking area
- Remove all waste from job site .
- price includes labor and material .
- Citrus contracting is not responsible for any satellite dishes removed during work and all cost to have them re- install will be paid by the homeowner . (WE DO NOT RECOMMEND ANY SATELLITE DISHES BE INSTALLED ON ANY ROOF) due to future leaking .
- Total cost : \$920.00
- 30% down payment required to start work .

Gillette & Associates, Inc.

20 South 4th Street
Fernandina Beach, FL 32034
904-261-8819

Invoice

Date	Invoice #
7/18/2018	6944

Bill To
City of Fernandina Beach Mr. Jeremiah Glisson 1015 South 5th Street Fernandina Beach, FL 32034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		7/18/2018			Library
Quantity	Item Code	Description			Price Each	Amount
3	Structural - Comm Reproduction-Civil	Library Roof Leaks- Inspection & Recommendation Reproductions			130.00 15.89	390.00 15.89



City of Fernadina Beach
Library Expansion Joint Repair
Fernadina Beach, FL
October 19th, 2018



Overview of existing transition.



Overview of existing transition.



Existing roof cut out down to existing steel deck.



Wood nailer fastened to steel deck.



Wood nailer fastened to masonry wall.



Composite ply HT installed over wood nailers.



Composite ply HT installed over wood nailer.



Termination bar fastened into masonry wall 6" on center.



TremSeal PRO applied to transition over rubber seal.



Overview of rubber seal over expansion joint.



Caulk applied over termination bar at corner with 3 course mastic.



3-course mastic with mesh over PowerPly Standard Cap sheet



Sheet metal cleat installed 12" on center.



Overview of sheet metal cleat.



Overview of two-piece metal expansion joint.



Overview of two-piece metal expansion joint.



Overview of two-piece metal expansion joint.



Overview of two-two-piece metal expansion joint.



Overview of split membrane caused by lack of expansion joint.



Overview of split membrane caused by lack of expansion joint.



Application of Alphaguard BIO Base coat with reinforcement.



**Application of Alphaguard BIO Base coat with
reinforcement.**

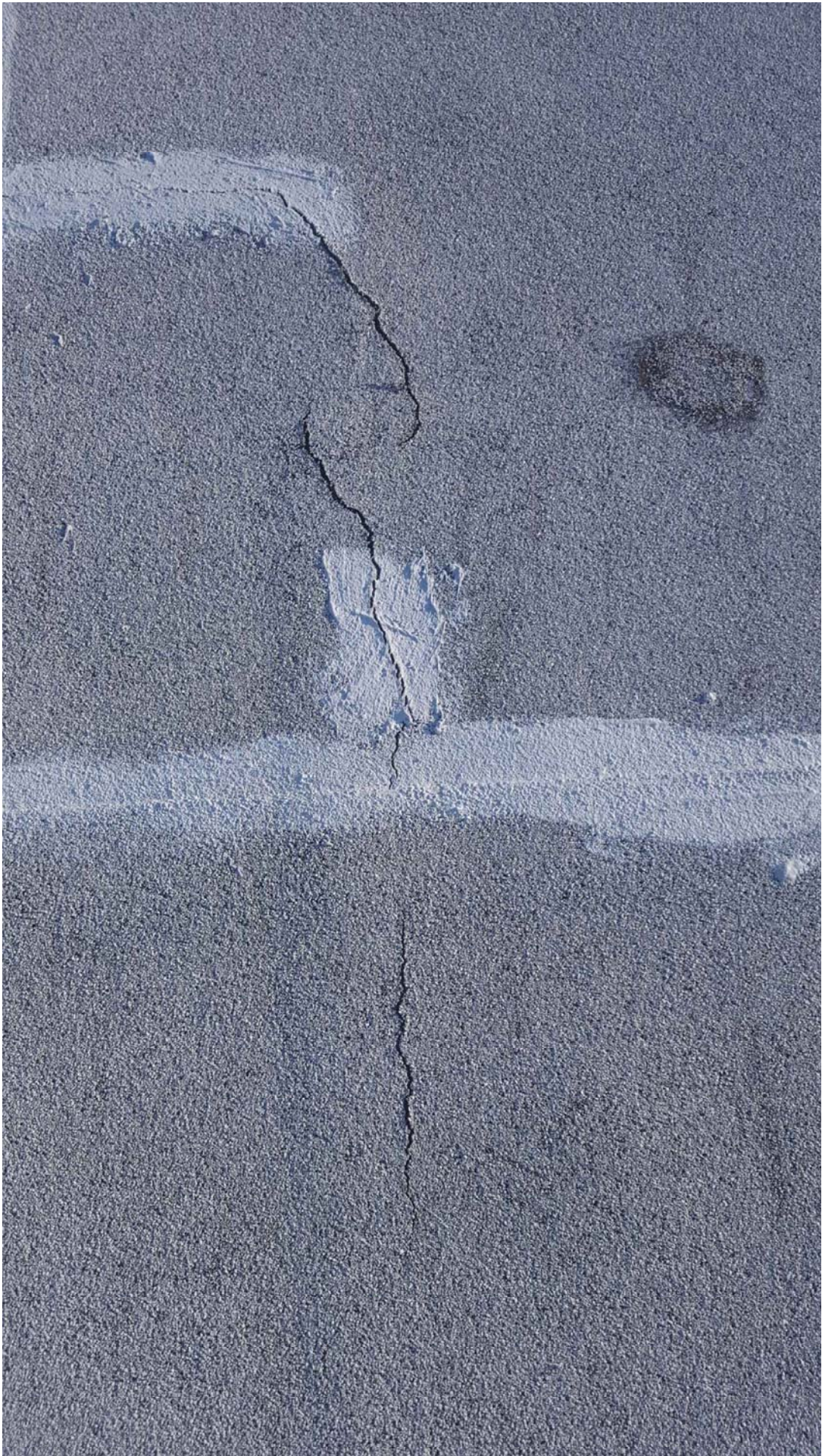


Overview of completed Alphaguard BIO Top Coat.



Overview of completed Alphaguard BIO Top Coat.





RESOLUTION 2018-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WEATHERPROOFING TECHNOLOGIES, INC (A SUBSIDIARY OF TREMCO INC) TO PERFORM ROOF REPAIRS TO THE BUILDING AT 25 NORTH 4TH STREET IN AN AMOUNT NOT TO EXCEED \$34,350; APPROVING AMENDMENTS TO THE LIBRARY BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City building at 25 North 4th Street which houses the Nassau County Public Library has roof leaks; and

WHEREAS, staff recommends hiring Weatherproofing Technologies, Inc. (a subsidiary of Tremco Incorporated) to make the necessary repairs to the roof. Repairs consist of the installation of an expansion joint and the application of a sealant over the damaged portions of the roof; and

WHEREAS, pricing for roof repairs by Weatherproofing Technologies, Inc. is awarded by pre-bid contract through the Association of Education Purchasing Agencies (AEPA) via contract #IFB #017-F; and

WHEREAS, staff recommends budget amendments transferring \$34,350 to the Library Repair/Maintenance Building account, 0017100 54610, from the following accounts: \$10,000 from the Non Departmental Repair/Maintenance Building account, 0011910 54610; \$10,000 from the Building Non Capital Equipment account, 0012400 56401; \$8,000 from the Downtown Repair/Maintenance Building/Grounds account, 0015200 54610; \$5,000 from the Streets Non Capital Equipment account, 0014100 56401; and \$1,350 from the Finance Equipment account, 0011300 56400.

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

SECTION 1. The City Commission hereby approves hiring Weatherproofing Technologies, Inc. for the repairs at the library at 25 North 4th Street in an amount not to exceed \$34,350.

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

SECTION 3. The City Commission hereby approves budget amendments transferring \$34,350 to the Library Repair/Maintenance Building account, 0017100 54610, from the following accounts: \$10,000 from the Non Departmental Repair/Maintenance Building account, 0011910 54610; \$10,000 from the Building Non Capital Equipment account, 0012400 56401; \$8,000 from the Downtown Repair/Maintenance Building/Grounds account, 0015200 54610; \$5,000 from the Streets Non Capital Equipment account, 0014100 56401; and \$1,350 from the Finance Equipment account, 0011300 56400.

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

ADOPTED this 7th day of August, 2018.

ATTEST:



Caroline Best
City Clerk

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-59
Continue Discussions - Amelia River Waterfront Development

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-59

SYNOPSIS: Fernandina Beach Main Street solicited expressions of interest for 101 N. Front Street; interest was limited to one respondent, Acatects LLC.

The sole response was determined to be broader than the original request and therefore was considered an Unsolicited Proposal. The City subsequently solicited similar proposals from interested vendors.

This Resolution authorizes the City Manager to continue discussions related to Amelia River waterfront development, including, but not limited to, issues related to shoreline stabilization, sea level rise, and property associated with the waterfront.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-59.

Dale Martin, City Manager 3/22/2019

Tammi E. Bach, City Attorney 3/26/2019

Katie Newton, Legal Assistant 3/26/2019

Date: March 14, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, TO CONTINUE DISCUSSIONS REGARDING AMELIA RIVER WATERFRONT DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fernandina Beach Main Street solicited expressions of interest for 101 N. Front Street; and

WHEREAS, the sole response (Acatects LLC) was beyond the original request and therefore represented an Unsolicited Proposal; and

WHEREAS, in accordance with applicable State statutes, the City solicited additional responses reflecting the concepts of the original Unsolicited Proposal.

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

SECTION 1. The City Commission hereby authorizes the City Manager to continue discussions related to Amelia River waterfront development in response to the previous Unsolicited Proposal, including, but not limited to, issues related to shoreline stabilization, sea level rise, and property associated with the waterfront.

SECTION 2. The City Commission does not, at this time, authorize the expenditure of any funds in association with said discussions. Prior to any such expenditure of City funds, a scope of work and cost of services will be presented for review and consideration by the City Commission.

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

ADOPTED this 2nd day of April, 2019.

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 2019-52
Proposal Acceptance - Wood Environment and Infrastructure Solutions, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-52

SYNOPSIS: On October 16, 2018, the City Commission approved Resolution 2018-159 approving a list of professional service firms. Wood Environment and Infrastructure Solutions, Inc. was included on the approved list based on the submitted statement of qualifications.

Also on October 16, 2018, the City Commission approved Resolution 2018-154 approving the grant funding from FDEP and the scope of work for the preparation of the Downtown Waterfront Resiliency Master Plan. The work on this document will provide additional guidance and establish design criteria to evaluate waterfront projects, as well as develop tools to help prioritize capital improvement projects in other areas.

The Stormwater Director has selected Wood Environment and Infrastructure Solutions, Inc. to render the services as required for the preparation of the Downtown Waterfront Resiliency Master Plan pursuant to the funding agreement with Florida Department of Environmental Protection (FDEP) approved via Resolution 2018-154. Wood has experience preparing similar studies for other municipalities, including the City of St. Augustine.

Staff recommends that the City Commission accept the proposal submitted by Wood Environment and Infrastructure, Inc. for the preparation of the Fernandina Beach Downtown Resiliency Master Plan.

FISCAL IMPACT: Funds are budgeted for this project in the Stormwater Improvements account, 470 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): No recommendation (due to preceding agenda item).

Andre Desilet, Stormwater Manager	3/21/2019
Lorelei Jacobs, Grants Administrator	3/21/2019
Nicole Bednar, Administrative Services Manager	3/21/2019
Dale Martin, City Manager	3/22/2019
Pauline Testagrose, Comptroller	3/25/2019
Tammi E. Bach, City Attorney	3/26/2019
Katie Newton, Legal Assistant	3/26/2019

Date: March 20, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC. IN THE AMOUNT OF \$35,700; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 16, 2018, the City approved Resolution 2018-159 which approved a list of professional service firms; and

WHEREAS, the firm, Wood Environment and Infrastructure Solutions, Inc. was included in the approved list for continuing service contracts; and

WHEREAS, Resolution 2018-154 approved an agreement with the Florida Department of Environmental Protection to provide funding for this project in the amount of \$35,700; and

WHEREAS, staff recommends that the City Commission accept the proposal submitted by Wood Environment and Infrastructure, Inc. for the preparation of the Fernandina Beach Downtown Resiliency Master Plan; and

WHEREAS, funds are budgeted for this project in the Stormwater Improvements account, 470 56300.

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

SECTION 1. The City Commission hereby accepts the proposal submitted by Wood Environment and Infrastructure Solutions, Inc. in an amount not to exceed \$35,700 for the preparation of the Fernandina Beach Downtown Resiliency Master Plan.

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

ADOPTED this 2nd day of April, 2019.

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

RESOLUTION 2018-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. CM936 FOR THE PRODUCTION OF A FERNANDINA BEACH DOWNTOWN WATERFRONT RESILIENCY MASTER PLAN; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has affirmed downtown shoreline stabilization as a legislative priority (Exhibit "A"); and

WHEREAS, the City has recently been awarded \$37,500 from the Florida Department of Environmental Protection (FDEP) for the Fernandina Beach Downtown Waterfront Resiliency Master Plan, to be administered as FDEP Project No. CM936; and

WHEREAS, FDEP Project No. CM936 will be included in Stormwater Grant Revenue Account, 470 33400, and Stormwater Professional Services Account, 470 53100, in FY 2018/2019.

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

SECTION 1. The City Commission hereby authorizes FDEP Grant Agreement No. CM936 for the production of a Fernandina Beach Downtown Waterfront Resiliency Master Plan, attached hereto as Exhibit "B".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute FDEP Grant Agreement No. CM936 upon review by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 16th day of October, 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

RESOLUTION 2017-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RECOMMENDING AND SUPPORTING A STATE LEGISLATIVE PRIORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Legislature has requested recommendations for legislative funding priorities for its 2018 regular legislative session; and

WHEREAS, the City of Fernandina Beach believes that, following the successive impacts of Hurricane Matthew (2016) and Hurricane Irma (2017), the environmental sustainability and economic vitality of the City's historic downtown are subject to the damaging effects of storm surge and sea level rise; and

WHEREAS, the City's aged waterfront infrastructure to mitigate and protect downtown requires modernization to counter the effects of storm surge and sea level rise.

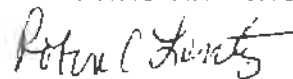
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA. THAT:

SECTION 1. The City Commission hereby recommends and supports, based upon the aforementioned factors, Downtown Shoreline Stabilization as a key legislative priority, and urges that legislation incorporating this priority be enacted by the State legislature during its 2018 regular session.

SECTION 2. This Resolution shall become effective immediately.

ADOPTED this 17th day of October, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Fernandina Beach Downtown Waterfront Resiliency Master Plan	Agreement Number: CM936
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Fernandina Beach	Entity Type: Local Government
Grantee Address: 204 Ash Street, Fernandina Beach, FL 32034	FEID: F59-6000317 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: June 30, 2019
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s):
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Project Description: The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$35,700.00	☐ State ☒ Federal	NA18NOS4190080	\$35,700.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$35,700.00

6. Department's Grant Manager Name: Angel Baratta or successor Address: 3900 Commonwealth Blvd. MS235 Tallahassee, FL 32399 Phone: 850-245-2849 Email: Angel.Baratta@FloridaDEP.gov	Grantee's Grant Manager Name: Andre Desilet or successor Address: 204 Ash Street Fernandina Beach, FL 32034 Phone: 904-310-3431 Email: adesilet@fbfl.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☒ Attachment 7: NA18NOS4190080 Grant Award Terms (Federal) *Copy available at https://facts.fldis.com , in accordance with §215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	NA18NOS4190080
Federal Award Date to Department:	8/13/18
Total Federal Funds Obligated by this Agreement:	\$2,873,000.00
Federal Awarding Agency:	DEPARTMENT OF COMMERCE
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Fernandina Beach

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

ATTEST:

By:

Printed Name:

Title:

Date:

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 691-72, Florida Administrative Code (F.A.C.) and/or Chapter 691-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/MSaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. CM936**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Uninsured and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. **Other Insurance.** None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: CM936**

ATTACHMENT 3

Project Title: Fernandina Beach Downtown Waterfront Resiliency Master Plan

Grantee

Organization Name: City of Fernandina Beach
Chief Elected Official or Agency Head: Dale L. Martin
Title: City Manager
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3101
E-Mail Address: dmartin@fbfl.org

Project Manager

Organization Name: City of Fernandina Beach
Name: Andre Desilet
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3431
E-Mail Address: adesilet@fbfl.org

Fiscal Agent

Organization Name: City of Fernandina Beach
Name: Patti Clifford
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3333
E-Mail Address: pclifford@fbfl.org

Mailing Address for Warrant (if other than the Grantee address):

Attachment 3, DEP Agreement #: CM936

1 of 5

FEID No.: 59-6000317

DUNS No.: 079192274

Project Summary

Location: Downtown Fernandina Beach Waterfront

Project Summary: The *Fernandina Beach Downtown Waterfront Resiliency Master Plan* proposed within this funding request would be to enable Fernandina Beach to efficiently and effectively plan future infrastructure investments to ensure the preservation and protection of our historic coastal downtown area from the effects of rising sea levels. The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards. Furthermore, the completed multi-year *Fernandina Beach Downtown Waterfront Resiliency Master Plan* will integrate new waterfront resiliency planning with existing City of Fernandina Beach waterfront planning projects, to produce one highly-actionable multi-year plan which recommends best practices and design, phases of project completion, funding requirements and proposed funding mechanisms, public outreach and communication requirements, and overall recommended policy, capital and comprehensive plan changes, for each project or phase defined within the Plan.

Project Description: As it has been since the 19th century, the City of Fernandina Beach is working hard to be a beautiful place to visit and live in the years to come. Stabilizing the riverfront shoreline to protect our historic, natural, cultural, and economic resources is a key component toward that goal. In 2016, Hurricane Matthew significantly damaged the City's marina and the related storm surge inundated several downtown blocks and buildings. While Hurricane Irma's effect a year later was less significant, both storms re-confirmed concerns detailed in previous reports to City officials: but for the grace of an eastward shift by Hurricane Matthew and a westward shift by Hurricane Irma, downtown Fernandina Beach would have suffered greatly, likely including the hundreds of historic structures located within blocks of the Fernandina Harbor Marina. As the report *Vulnerability Assessment: City of Fernandina Beach* discusses, "Flooding and storm surge still present a very significant threat to the City and its assets." The enclosed 2015 reports, *Shoreline and Resiliency Planning* and *Natural Hazard Adoption and Resiliency*, describe the challenges to Fernandina Beach associated with specific natural disasters (such as hurricanes) and long-term environmental trends (tidal surges and sea level rise). The near-misses of recent storms have raised the awareness and urgency that the City must prepare for and seek resiliency and mitigation options to address the unrelenting power of water.

In Nassau County's Local Mitigation Strategy (LMS), an evaluation and planning document specific to addressing strategies to mitigate Sea Level Rise in waterfront areas remains the #1,

yet unfunded, project. Fernandina Beach has an array of disparate resilience planning documents that require integration and inclusion of additional data to serve for comprehensive planning. Before proceeding with any new resiliency construction improvements on our downtown waterfront district, the City requires the completion of a comprehensive plan that builds upon various local resilience documents, integrates current coastal water and weather projections, and provides recommendations for improvements that will meet the stormwater and coastal challenges of the decades ahead.

Technical Needs and Approach:

Before proceeding with any construction improvements, the City seeks to ensure that investments made are those which adequately serve to protect our historic and cultural resources effectively. Requested components of this study will (at a minimum) include the following:

- **Flooding Assessment:** Summary of flooding problems, identified causes, and categorized potential flood mitigation measures. Consideration of the type of flood event should be addressed to provide recommended actions for nuisance flooding, intermediate flooding, and extreme flooding.
- **Subsidence Hazards and Sea Level Rise:** Examination of existing conditions resulting in subsidence within the study area and impact of sea level rise projections through 2060.
- **Mitigation Measures:** A feasibility study of the identified mitigation measures as a solution to the identified problems and analysis of any existing regulatory challenges stemming from the City's Comprehensive Plan or Land Development Code. Study shall take existing infrastructure into account including Front Street, marina and railroad.
- **Data Review:** Consideration of flooding, subsidence, and sea level rise within the context of cultural and natural resources and any repetitive loss structures within the study area. Existing infrastructure and planned improvements shall be evaluated as well as studies and conceptual plans, including:
 - Fernandina Harbor Marina's Failing Seawall
 - Vulnerability Assessment: City of Fernandina Beach
 - 2017 City of Fernandina Beach Historic District and CRA within a Special Flood Hazard Area
 - 2017 GAI Stormwater Masterplan
 - Waterfront Stormwater Discharge Points
 - Shoreline and Resiliency Planning
 - Natural Hazard Adoption and Resiliency
 - Waterfront Park Schematic Plans
 - Parking Lot B – Construction Drawings
 - Alachua Street RR Crossing 90%Construction Drawings
 - Railroad crossing safety upgrades
 - Proposed Marina Northern Expansion
 - Expansion of mooring field
 - North Attenuator / Fuel Dock repair
 - Attenuator replacement

- Proposed realignment of South Marina basin
- Dredging maintenance operations

- **Community Involvement:** Consultant shall and form and organize meetings of a steering committee to provide guidance on goals and objectives. Consultant shall design and organize public outreach and assist City staff with implementation. Existing citizen groups shall be engaged to solicit input on mitigation recommendations and potential impacts.
- **Methods:** Define and analyze costs and benefits of mitigation solutions that involve structural design or alteration and incorporate existing schematic engineering plans for Front Street and waterfront park construction.
 - A subcomponent of the study is the need for a multi-modal feasibility analysis and concept renderings of converting existing two-way east/west streets on Ash Street and Alachua Street to one-way streets to obtain more on-street parking options and recommendations with renderings for North and South Front Street traffic flow. The sub-element of the planning document will serve to promote conditions for a safe and lively connection to the waterfront where pedestrians, bicyclist, and all users can feel safe and comfortable while minimizing intermodal conflicts.
- **Final Recommendations:** Including concept renderings and impact analysis on existing structures for long-term flood protection with an approach for phasing of improvements in connection with the City's established waterfront park plans. Recommendations should include a schematic level landscape plan specific to the recommended mitigation strategies. Any policy level changes specific to the City's Comprehensive Plan or Land Development Code to address recommended approaches should be provided. A proposed implementation schedule and capital improvement plan shall be provided, as well as a summary of level of protection provided for each phase.
- **Funding Options:** A summary of the opportunities that exist for the City to pursue grants and opportunities for public-private partnerships to support City funding for implementation of recommended mitigation measures. An analysis and recommendation concerning special assessment or incentive for privately owned waterfront property shall be included. Summary of grants shall include FEMA Flood Mitigation Assistance and Pre Disaster Mitigation, U.S. Army Corps of Engineers Continuing Authority Programs, SJRWMD REDI and Innovative Projects Cost Share programs.

Total Budget Summary:

AGREEMENT TOTAL	\$ 35,700
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Categories	Task 1	TOTAL BY CATEGORY

Salaries	\$	\$
Fringe	\$	\$
Contractual	\$35,700	\$ 35,700
Indirect	\$	\$
SUB-TOTAL BY TASK	\$35,700	\$ 35,700

Total Project Timeline: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date. *Delete any rows that are not applicable.*

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date	Task Funding Amount
1a	Flooding and SLR Assessment	08/30/2018	12/31/2018		\$8,925
1b	Data Review and Mitigation Evaluation	08/30/2018	3/31/2019		\$8,925
1c	Community Outreach	12/31/2018	6/30/2019		\$8,925
1d	Final Report			08/30/2019	\$8,925

Tasks and Deliverables

Task 1

Title: Waterfront Resiliency Master Plan Preparation

Description: Evaluation, study and mitigation planning to provide recommendations for waterfront Resiliency

Deliverable: Final Master Plan document

Due Date: September 30, 2019

Task 1 Funding Amount: \$35,700

Performance Measure: The Department will review the deliverable(s) to ensure it meets the specifications provided in the Task Description, above. *Delete any rows that are not applicable.*

Budget for Task 1:

Category	Grant Funds
Contractual:	\$ 35,700
TASK TOTAL:	\$35,700

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Commerce, National Oceanic and Atmospheric Administration	11.419	Coastal Zone Management Program Administration	\$35,700	140061

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award				\$35,700	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
2. The following is added to paragraph 8.h., Annual Appropriation Contingency, Attachment 1, Standard Terms and Conditions:

The State's performance and obligation to pay under this Agreement is also contingent upon the availability of federal funding and grants from NOAA.

3. The following replaces paragraph 10., Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. Quarterly Reports. The Grantee shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.
 - b. Final Project Report. The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
4. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, Attachment 3, Grant Work Plan, and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
5. Copyright, Patent and Trademark. The U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:
 - a. The copyright in any work developed under a grant or contract under a grant.
 - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
 - c. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

6. Geospatial Data Collection and Sharing.

- a. Environmental data and information collected and/or created under this Agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or security requirements.
- b. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement:

“These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.”

Current Federal Geospatial Data Committee (FGDC) standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization 19115, which may be adopted by the FGDC, is also acceptable.

- c. NOAA may, at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

7. Publications, Photographs, Audiovisuals & Signs.

- a. Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department's Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 10 of Attachment I, Standard Terms and Conditions.
- b. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, Department and Florida Coastal Management Program (FCMP) logos (logos, which can be found at the Department's website at <https://floridadep.gov/fco/fcmp/content/grants> or by contacting the Department's Grant Manager for a copy) and the following statement on the cover or the first page:

“This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA18NOS4190080. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA, the U.S. Department of Commerce, or any of their subagencies.”

The next printed line shall identify the month and year of the publication.

The Grantee must receive approval in writing from the Department's Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) days in advance. The

Grantee must also provide the Department's Grant Manager with shooting scripts, Exhibit G, Photographer & Model Release Forms (if applicable), and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.

- c. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 7.b., above.
- d. Sign Requirements for Construction Projects. The Grantee shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at <https://floridadep.gov/fco/fcmp/content/grants>) and the following language:

"The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Resource Management awarded under the Coastal Zone Management Act."

The next printed line shall identify the completion month and year of the project.

- e. Acknowledgment Requirement for Interpretive Signs & Banners. Interpretive signs and banners must include the NOAA, Department and FCMP logos.

ATTACHMENT 8

Contract Provisions for Department of Commerce (DOC) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

If the Federal funds exceed \$100,000, the Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: <https://apply07.grants.gov/apply/forum/sample/SF.L.L.L.1.2.P-V1.2.pdf>.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Grantees shall comply with regulations listed in 2 CFR Part 200, 2 CFR Part 1326, 48 CFR Part 31 and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantee must comply with flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors for the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Grantees shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013, and effective December 14, 2016, has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.3-40)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with the Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination.

18. Additional Lobbying Requirements

- i. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- iii. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454e, the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Grantee shall take all affirmative steps necessary to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR § 200.321(b).

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF COMMERCE-SPECIFIC

21. Department of Commerce (DOC) Financial Assistance Terms and Conditions

Grantees shall comply with the U.S. Department of Commerce Financial Assistance Terms and Conditions, available online (http://www.oscc.doc.gov/oam/grants_management/policy/default.htm) and incorporated by reference.

22. DOC Regulations

Grantee shall comply with the following regulations: 2 CFR 1300-1399, 15 CFR 8, 15 CFR 8a, 15 CFR 8b, 15 CFR 13, 15 CFR 20, and 15 CFR 28

23. Drug-Free Workplace

Grantee must make an on-going, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR Part 1329. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

24. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

25. Property Management Requirements

If the purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment

purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)-SPECIFIC

26. 26. Scientific Integrity, as established in the Department of Commerce Financial Assistance Alert 16-02 (January 13, 2016)

The NOAA Acquisition and Grants Office (AGO) has established the following policy to provide appropriate protections for all NOAA grants, financial assistance awards, and cooperative agreements:

a. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

d. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

27. Investigating Scientific Integrity or Scientific and Research Misconduct

a. *Inhibiting Investigation.* If the recipient or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants office and, unless otherwise constructed, the recipient or subrecipient shall:

i. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

ii. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

b. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

28. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	CM936		
Grantee Name:	City of Fernandina Beach		
Grantee Address:	204 Ash Street, Fernandina Beach, FL 32034		
Grantee's Grant Manager:	Andre Desilet	Telephone No.:	904-310-3431
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. CM936 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: CM936 Agreement Effective Dates: _____

Grantee: City of Fernandina Beach Grantee's Grant Manager: Andre Desilet

Mailing Address: 204 Ash Street, Fernandina Beach, FL 32034

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS
Salaries/Wages	\$	\$
Fringe Benefits	\$	\$
Indirect Cost	\$	\$
Contractual (Subcontractors)	\$	\$
TOTAL AMOUNT	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$	
Less Total Cumulative Payment Requests of:	\$	
TOTAL REMAINING IN TASK	\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

EXHIBIT F

DEP AGREEMENT NO. CM936

Fernandina Beach Downtown Waterfront Resiliency Master Plan

City of Fernandina Beach

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office for Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA29NQS4190080. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.

Month & year

Final Project Report

Fernandina Beach Downtown Waterfront Resiliency Master Plan

Executive Summary

Methodology

Outcome

--

Further Recommendations

--

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**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

NOAA AWARD NUMBER: Enter the NOAA award number as shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. A draft should be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program, one hard copy and an electronic copy shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this Agreement.

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Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

RESOLUTION 2018-159

A RESOLUTION OF THE CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, THROUGH REQUEST FOR QUALIFICATIONS 2018-18, APPROVING A LIST OF QUALIFIED PROFESSIONAL SERVICE FIRMS; AMENDING THE CITY PURCHASING POLICIES AND PROCEDURES MANUAL; AUTHORIZING EXECUTION OF CONTINUING CONTRACTS WITH SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City often has need for professional services (as defined by the Consultants' Competitive Negotiation Act [hereinafter "CCNA"]; Florida Statute 287.055, Sec. 2[a]) that are beyond the capabilities of existing City staff; and

WHEREAS, the City, through Request for Qualifications 2018-18, solicited qualifications from professional service providers and, through an Evaluation Committee, reviewed said qualifications; and

WHEREAS, the CCNA, Sec (2)(g) defines a "continuing contract" as a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

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 list of professional service firms, attached hereto as Exhibit "A."

SECTION 2. The City Manager and City Attorney are hereby authorized to enter into a continuing contract with firms included in "Exhibit A." Said continuing contract must include as an attachment the current fee schedule associated with each firm. Said continuing contract will be a term to run from November 1, 2018 through December 31, 2021, inclusive.

SECTION 3. The City's Purchasing Policies and Procedures Manual approved via Resolution 2018-78 is hereby amended to account for provisions included in CCNA, specifically adding the following to Sec. 3(F):

Professional services estimated to cost less than \$20,000 may be procured by choosing professional services providers from the list of professionals with continuing contracts, as defined by Section 287.055, Fla. Stats. ("CCNA"). Purchases for professional services are exempt from competitive purchasing requirements and exempt from the requirement for quotes if the professional has a continuing contract and estimated costs for the services is \$200,000 or less. Professional services estimated to cost between \$20,000 and \$200,000

must be approved by the City Commission even if a professional has a continuing contract with the City; however, these purchases are not subject to request for qualifications procedures as set forth in CCNA.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 16th day of October 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

**RESOLUTION 2018-159
EXHIBIT A**

Professional Provider	Location	Service
Arminius Consultants, LLC	Orlando, FL	Engineering
Applied Technology & Mgmt (ATM)	Gainesville, FL	Engineering
Ayers Associates, Inc.	Jacksonville, FL	Engineering
Baker Design Build	Jacksonville, FL	Engineering
Bhide & Hall Architects, PA	Orange Park, FL	Architecture
Castle Bay Design Studio	St. Augustine, FL	Landscape Architect
Civil Services, Inc. (CSI)	Jacksonville, FL	Engineering
CMAR Consulting, LLC	Jacksonville, FL	Engineering
Coyle & Caron Landscape Architecture	Orlando, FL	Landscape Architect
CPH, Inc.	Jacksonville, FL	Engineering
Fisher/Koppenhafer Architecture/Interior	Jacksonville, FL	Architecture
Four Waters Engineering	Jacksonville, FL	Engineering
Gillette & Associates, Inc.	Fernandina Beach, FL	Engineering
GAI Consultants, Inc	Jacksonville, FL	Engineering Landscape Architecture Survey and Mapping
Hanson Professional Services, Inc.	Jacksonville, FL	Engineering
Jones Edmonds & Assoc, Inc.	Jacksonville, FL	Engineering
Manzie & Drake Land Surveying	Fernandina Beach, FL	Surveying

Marquis Latimer & Halback	St. Augustine, FL	Landscape Architect
MRD Assoc, Inc.	Destin, FL	Engineering
Olsen Associates, Inc.	Jacksonville, FL	Engineering
R.E. Holland & Assoc, Inc.	Jacksonville, FL	Surveying and Mapping
Stone Engineering Group	Jacksonville, FL	Engineering
Systech Fire Protection LLC	Ruther Glen, VA	Engineering
Terracon Consultants, Inc.	Winterpark, FL	Engineering Architecture
TLC Engineering for Architecture	Jacksonville, FL	Engineering
Wood Environmental & Infrastructure Solutions, Inc.	Jacksonville, FL	Engineering

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE CITY OF FERNANDINA BEACH, FLORIDA

CONTINUING CONTRACT

This AGREEMENT made on the 27th day of November, 2018 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the consultant, **Wood Environment & Infrastructure Solutions, Inc.**, whose address is 6256 Greenland Road, Jacksonville, FL, 32258, ("CONSULTANT").

For the consideration hereinafter set forth, **Wood Environment & Infrastructure Solutions, Inc.** hereinafter referred to as the CONSULTANT, agrees to provide professional services to the City of Fernandina Beach, as follows:

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the CONSULTANT will provide professional services of a specified nature as described in Exhibit "A" - Scope of Services, attached hereto and incorporated as if fully set forth herein, when and if the City of Fernandina Beach requests the CONSULTANT to provide such services.

ARTICLE 2 - TERM OF AGREEMENT (CONTINUING CONTRACT)

The CITY enters into this AGREEMENT in accordance with all the procedures of the Consultants' Competitive Negotiation Act, Sec. 287.055, Fla. Stats. ("CCNA"). The CITY issued Request for Qualifications 2018-18 on July 13, 2018. The CITY qualified the CONSULTANT using an evaluation committee process. The CONSULTANT understands and agrees that this AGREEMENT is defined as a "continuing contract" under the CCNA and is non-exclusive. A "continuing contract" under CCNA is for professional services provided to the CITY for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 Million or for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000. This AGREEMENT provides a termination clause in subsection 4(M) below.

A. Fees

As consideration for providing the services enumerated in Article I, the City of Fernandina Beach shall pay the CONSULTANT fees as defined in the purchase or task order. The CONSULTANT's fees shall be based on one of the following as requested by the City of Fernandina Beach and as determined in each purchase or task order:

1. Lump Sum Method - Wherein the City of Fernandina Beach shall pay the CONSULTANT an agreed upon lump sum amount, which includes all of the CONSULTANT's Direct Salary, Overhead Costs, Direct Expenses, Sub-contractors, and Profit.
2. Standard Hourly Rate Method (Time and Material Not to Exceed) - Wherein the City of Fernandina Beach shall pay the CONSULTANT the agreed upon hourly rates for time actually engaged on the work covered by this agreement.
3. Other methods of payment as agreed to by both parties and as described in the purchase or task order.

B. Direct Project Expenses

Charges for printing, reproduction, field equipment, and any laboratory analysis performed by the CONSULTANT, and the use of the CONSULTANT's and employee's automobiles will be charged in accordance with the CONSULTANT's standard rates as determined in each purchase or task order.

C. Status Report

The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City). In no case shall the CONSULTANT bill the City of Fernandina Beach for more than one hundred (100) percent of the previously agreed upon purchase order or task order fee, unless authorized by the City of Fernandina Beach in writing.

D. Standard Hourly-Rate--Definition

The CONSULTANT's standard hourly and overtime rates shall be provided to the City of Fernandina Beach if required for future purchase or task orders. The CONSULTANT's hourly rates will be negotiated for each individual task order, and will be applicable through the duration of the task or purchase order.

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

The CONSULTANT shall submit invoices once each month to the City of Fernandina Beach for the services performed and the expenses and other charges accounted for under this agreement during the preceding month. Separate invoices shall be submitted for each task order or purchase order. Payment as prescribed in Article 2 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Payment of Expenses

Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

C. Sales Tax

The CONSULTANT shall pay all applicable sales taxes; or the City of Fernandina Beach shall provide to the CONSULTANT the tax exemption information, where appropriate.

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

The CONSULTANT will not begin work on any of the services listed in Article I and Exhibit "A" until issuance of a Notice to Proceed by the City Manager.

B. Information Provided by Owner

The City of Fernandina Beach shall make available to the CONSULTANT all technical data in the City of Fernandina Beach's possession, including previous plans, studies, analytical data, maps, surveys, borings, and

other information required by the CONSULTANT. The City shall not be liable for the accuracy of information supplied to the CONSULTANT.

C. Cost Estimating

The estimates of project or construction cost for any task(s) provided for herein are to be prepared by the CONSULTANT through exercise of their experience and judgment in applying presently available cost data, but it is recognized that the CONSULTANT has no control over the cost of labor and materials or over competitive bidding procedures and market conditions, so that the CONSULTANT cannot warrant that the project or construction costs will not vary from the CONSULTANT's cost estimates.

D. Suspension of Work

If any services covered by this agreement to be carried out by the CONSULTANT shall be suspended, abated, or abandoned at the direction of the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall pay the CONSULTANT for services actually rendered for such suspended, abated, or abandoned work, and any reasonable additional documented costs incurred in an orderly closing of its activities, with the payment to be based on the fees as established in this agreement.

E. Adjustment for Extended Services

Unless otherwise provided in a task order or purchase order issued under this agreement, if the services covered under this agreement have not been completed upon the expiration of a twelve (12) month period from the date of execution of any purchase order or task order, the CONSULTANT may, upon, written notice, request a renegotiation for the fee compensation for services rendered to allow for changes in the cost of service.

F. Services in Connection with Claims and Litigation

The scope and extent of services to be provided under a purchase order or task order does not include personnel time of the CONSULTANT or time of personnel working under subagreements and related expenses required or requested to support, document, bring, defend, or assist in litigation and/or claims undertaken by or defended by the City of Fernandina Beach. All such services required or requested of the CONSULTANT shall be considered additional services entitling the CONSULTANT to additional compensation under this agreement. The amount of such additional compensation shall be set forth in a separate task order as reviewed and approved by the City. The CONSULTANT shall be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the CONSULTANT is liable for damages to the City of Fernandina Beach for the acts giving rise to and requiring the requested services and expenses.

G. Ownership of Documents

If applicable, the drawings, specifications, reports, calculations, supporting documents, or other work products which are listed as deliverables in a purchase order or task order shall become the property of the City of Fernandina Beach upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City of Fernandina Beach Accepts sole responsibility for the City's reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

H. Account Records

The CONSULTANT's accounting records, insofar as they pertain to invoicing the City of Fernandina Beach or to disbursements made from the CONSULTANT's account for work under this agreement, shall be open to City of Fernandina Beach's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the

CONSULTANT for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

I. Force Majeure

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

J. Approval of Changes

The City of Fernandina Beach must approve in writing any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Fernandina Beach or which would change the purpose of the purchase or task order. Changes include, but are not limited to: issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

K. Authorized Representative

Before starting work the CONSULTANT shall designate an authorized representative acceptable to the City of Fernandina Beach to represent and act for the CONSULTANT and shall inform the City of Fernandina Beach in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City of Fernandina Beach informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the City of Fernandina Beach shall be binding upon the CONSULTANT and City of Fernandina Beach. The authorized representative of the City of Fernandina Beach shall be the City Manager or his designee.

L. Construction Phase Services (if applicable)

Visits to construction sites and observations made by the CONSULTANT as part of construction phase services authorized by purchase order or task order, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT shall meet or exceed those policies enacted by the City.

If on-site Resident Project Representative (RPR) services are provided by the CONSULTANT pursuant to a purchase order or task order issued hereunder, such RPR shall endeavor to make reasonable efforts to guard the City of Fernandina Beach against defects and deficiencies in the work of the contractor(s) and to help determine if the provisions of the contract documents prepared by the CONSULTANT are being fulfilled. The obligations of the RPR shall be set forth in the purchase order or task order which authorizes RPR services. Construction phase services by the CONSULTANT will not, however, cause the CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, the obligations set forth above. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other work efforts as defined in the Scope of Services. The City of Fernandina Beach reserves the right to request replacement of any RPR personnel furnished by the CONSULTANT.

M. Termination

The City of Fernandina Beach or the CONSULTANT may terminate, suspend, or delay this agreement for any

reason by giving at least thirty (30) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall forthwith pay the CONSULTANT in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment shall be the sole financial obligation or responsibility of the City of Fernandina Beach for compensation hereunder in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the City of Fernandina Beach's request, the CONSULTANT shall turn over to the City of Fernandina Beach all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, reports, surveys, drawings, model results, and specifications. The City of Fernandina Beach shall have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the City. The City of Fernandina Beach accepts sole responsibility for the use of the above-referenced work products and deliverables unless prior written approval is obtained from the CONSULTANT.

ARTICLE 5 - ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided under a purchase or task order issued pursuant to this agreement, or pursuant to any other method or manner utilized by the parties for determining the cost of services or work to be provided by the CONSULTANT, must be approved in writing by the City of Fernandina Beach. If such additional costs are not authorized by the City of Fernandina Beach in writing, no payment for such additional costs shall be made.

SubCONSULTANTS

Charges for the services of outside CONSULTANTs and specialists (hereinafter called SUBCONSULTANTS) are as follows:

1. Labor Services - The labor services of approved SubCONSULTANTS, whose expertise is required within the scope of the CONSULTANT's work, will be invoiced in accordance with the executed task or purchase order.
2. Out of Scope Expertise - The services of approved SubCONSULTANTS, including but not limited to construction managers, engineers and architects, whose expertise is outside the scope of the CONSULTANT's work and/or who are retained by the CONSULTANT as a convenience to the City of Fernandina Beach, will be charged at the cost of such services to the CONSULTANT plus an administrative handling fee, as negotiated with, and agreed to, by the City of Fernandina Beach.
3. Approval - The use of any SubCONSULTANT, professional service or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Fernandina Beach in writing before such SubCONSULTANTs or specialists may be retained by the CONSULTANT.

ARTICLE 6 - CITY OF FERNANDINA BEACH'S RESPONSIBILITIES

A. Criteria

Provide all criteria and full information concerning the City of Fernandina Beach's requirements of the purchase order or task order, including objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which the City of Fernandina Beach will require to be included in the drawings and specifications.

B. Available Information

Assist the CONSULTANT by placing at their disposal all pertinent available information including previous reports and data relevant to the CONSULTANT's services.

C. Service of Others

Furnish to the CONSULTANT, as required for performance of the CONSULTANT's services, those services identified as City responsibilities in the Scope of Services.

D. Examine Work of the CONSULTANT

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, and other CONSULTANTS as City of Fernandina Beach deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

E. Approvals and Permits

Unless otherwise provided in a purchase or task order, furnish approvals and permits from all governmental authorities having jurisdiction over the project(s) and such approvals and consents from others as may be necessary for completion of the project(s).

F. Costs

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 12 INSURANCE AND INDEMNIFICATION

A. Indemnification

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

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. CONSULTANT's Status as an Independent Contractor

That status of the CONSULTANT under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the CONSULTANT, nor shall the CONSULTANT be an agent of the City of Fernandina Beach.

C. Waiver of Subrogation

The City of Fernandina Beach and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City of Fernandina Beach and the

CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subCONSULTANTS and their subcontractors and suppliers.

The City of Fernandina Beach and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subCONSULTANTS and their subcontractors and suppliers.

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

D. CONSULTANT's Insurance

The CONSULTANT shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Fernandina Beach, and has named the City of Fernandina Beach as an additional insured, except for Worker's Compensation Coverage and Professional Liability, nor shall the CONSULTANT allow any SubCONSULTANT to commence work under this agreement until all similar insurance required of the SubCONSULTANT has been so obtained.

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

The CONSULTANT's insurance, and the insurance of any other party bound to the CONSULTANT shall be considered primary for the additional insureds stated above. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

E. Loss Deductible

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

F. SubCONSULTANT's Insurance

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

G. Certificate of Insurance

The City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will endeavor to mail notice to the City of Fernandina Beach and will mail a copy to the CONSULTANT at least thirty (30) days prior to any cancellation, or non-renewal of the policy, a 10-day notice applies in the event of cancellation due to non-payment of premium;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Fernandina Beach, the CONSULTANT and all

subcontractors/subCONSULTANTs shall furnish complete copies of all insurance policies, forms and endorsements; and

- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

H. Workers' Compensation Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all their employees connected with work under this agreement, and in the event any work is subcontracted, the CONSULTANT shall require the SubCONSULTANT similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, the CONSULTANT shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

I. Liability Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors, Insured Contracts coverage, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

J. Professional Liability Insurance

During the term of this agreement and if specifically requested by City, the CONSULTANT will carry Errors and Omission insurance which will cover liability for negligent acts, errors or omissions, caused by the CONSULTANT. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Fernandina Beach may require a higher limit as mutually agreed with the CONSULTANT for specific task orders.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The City of Fernandina Beach and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this agreement. Neither the City of Fernandina Beach nor the CONSULTANT shall assign, sublet, or transfer any interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Fernandina Beach, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Fernandina Beach and CONSULTANT.

ARTICLE 9 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City of Fernandina Beach will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. Governing Laws

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

C: Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fourth Judicial Circuit Court, in and for Nassau County, Florida, and the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

D. Attorney's Fees and Costs

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

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Fernandina Beach may employ additional or other professional consulting firms to perform work contemplated by this agreement without liability to the City of Fernandina Beach.

ARTICLE 11 - CLOSING

A. Validity, Severability and Reformation

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

B. Headings

The headings of the sections of this agreement and capitalizations are for the purpose of convenience only and

shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement

This agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA,

a municipal corporation



Dale L. Martin, City Manager

Approved as to Form and Legality:

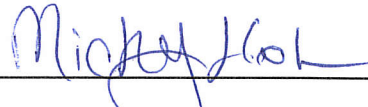


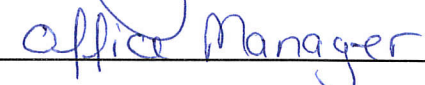
Tammi Bach, City Attorney



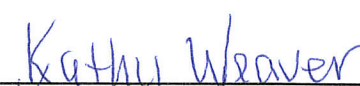
Caroline Best, City Clerk

WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC.
CONSULTANT

By: 

Title: 

WITNESS:

Name: 

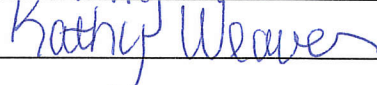
Sign: 

Exhibit "A"
Scope of Services
Professional Services
City of Fernandina Beach
RFQ 2018-18

The following professional services can be provided, but not limited to, the following:

1. Engineering Services including but not limited to:
 - a. Roadway and transportation facility design
 - b. Stormwater and drainage design
 - c. Bridge and structural design
 - d. Pavement design
 - e. Maintenance of traffic
 - f. Signing and pavement marking design
 - g. Lighting and signalization design
 - h. Site civil design
 - i. Trail and recreational facility design
 - j. General engineering studies
 - k. Project and Program management services
 - l. Design Criteria Package development
 - m. Coastal engineering and dredge material management
 - n. Waterfront structure design
 - o. CEI services
2. Planning and studies including but not limited to:
 - a. Resiliency Master Plans
 - b. Climate Action Plans
 - c. Traffic studies
 - d. Environmental studies and reports
 - e. Impact and utility fee assessments
 - f. Transportation planning studies
 - g. Modeling, including traffic and Stormwater
3. Applications including and not limited to:
 - a. Permit applications
 - b. Grant and funding requests
 - c. Project partnership agreements
4. Project support activities including but not limited to:
 - a. Public outreach and involvement
 - b. Public meeting preparation and participation
 - c. Project prioritization and resiliency evaluations
 - d. Scheduling services
 - e. Project administrative services
 - f. Bid package preparation and assistance
 - g. Request for Proposal support services
 - h. Post design services

Fee Schedule
Professional Services
City of Fernandina Beach
RFQ 2018-18

Title	2019 Hourly Rate
Senior Principal, PE or PG	\$200.00
Principal Engineer/Scientist/Project Manager, PE or PG	\$165.00
Senior Engineer/Scientist, PE or PG	\$145.00
Project Engineer/Scientist	\$100.00
Staff Engineer/Scientist/Project Coordinator	\$90.00
CADD Operator	\$80.00
Senior Engineering Technician	\$70.00
Administrative/Clerical Support	\$55.00
Engineering Technician	\$55.00



Wood Environment & Infrastructure Solutions, Inc.
6256 Greenland Road
Jacksonville, Florida 32258
Phone: 904.396.5173 • Fax: 904.396.5703
www.woodplc.com

February 13, 2019

Mr. Andre Desilet, P.E., CFM
Stormwater Director
City of Fernandina Beach
1181 S 5th Street
Fernandina Beach, FL 32034

**Subject: Downtown Waterfront Resiliency Master Plan
Professional Services Contract – RFQ 2018-18**

Dear Mr. Desilet,

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this proposal related to the development of a *Downtown Waterfront Resiliency Master Plan* for the City of Fernandina Beach (City).

Project Information

The City applied for funding to develop the *Downtown Waterfront Resiliency Master Plan* to enable Fernandina Beach to efficiently and effectively plan future infrastructure investments to ensure the preservation and protection of our historic coastal downtown area from the effects of rising sea levels. The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards.

Scope of Services

Wood will develop a draft of the *Downtown Waterfront Resiliency Master Plan* that provides written content responsive to the eight tasks documented in the grant application (Attachment A to this proposal). It is agreed that the City of Fernandina Beach will be responsible for performing the community outreach efforts associated with the project. Services to be provided include:

Task 1 – Data Review and Summary: Wood will review City documents and plans related to resiliency and create a high-level summary of existing information available. This will include development of a



timeline graphic to depict when various assessments or projects were completed. Anticipated documents and plans to be reviewed include:

Reports/Assessments

Fernandina Harbor Marina's Failing Seawall

Vulnerability Assessment: City of Fernandina Beach

2017 City of Fernandina Beach Historic District and CRA within a Special Flood Hazard Area

2017 GAI Stormwater Masterplan

Waterfront Flood Protection Preservation

Sea Level Rise Report (under development)

Project Plans

Waterfront Park Schematic Plans

Front Street 60% Plans

Parking Lot B – Construction Drawings

Alachua Street RR Crossing 90% Construction Drawings

Proposed Marina Northern Expansion

General Information (as available)

Waterfront Stormwater Discharge Points

Shoreline and Resiliency Planning

Natural Hazard Adoption and Resiliency

Expansion of mooring field

North Attenuator / Fuel Dock repair

Attenuator replacement

Proposed realignment of South Marina basin

Dredging maintenance operations

Task 2 – Framework Development and Gap Analysis: Wood will develop a framework for the *Downtown Waterfront Resiliency Master Plan* that addresses the items outlined in the grant application. Based on this framework and the data review from Task 1, Wood will conduct a gap analysis to determine additional data and planning needs. Where information is available from previous plans or studies, it will be incorporated into the Plan. Where information is not available, those items will be considered for further review or development under Task 4.

Task 3 – Scorecard Development: Wood will develop a system for the City to evaluate projects planned and underway against a set of resilience parameters. The system for evaluating projects is expected to consist of two parts: a project screening checklist and a more detailed project scorecard. The project screening checklist will collect some basic information on the project and provide several yes/no questions to determine whether the project has the potential to impact City resilience. The project scorecard will establish a scoring system such that projects selected from the checklist can be quantified and ranked for their 'level of resilience' and the City can identify, prioritize and build projects that will have the most significant impact to the City. The scorecard will be provided as an Excel spreadsheet.

Task 4 – Address Gaps: Wood will provide recommendations based on the Gap Analysis in Task 2 on additional items that can be addressed with the remaining grant funds.

City's Responsibilities

The City will provide the following information to Wood and perform the following services related to the project:

- Develop the Flooding Assessment and Sea Level Rise Report
- Conduct public forum to gather information on priorities related to resiliency

Compensation

It is our understanding that this work will be completed in accordance with the Professional Services Contract – RFQ 2018-18 effective November 27, 2018. The budget is estimated at a not-to-exceed base price of thirty-five thousand, seven hundred dollars (\$35,700.00). The breakdown of estimated costs by task is as follows:

TASK	COST
Task 1 – Data Review and Summary	\$7,000
Task 2 – Framework Development and Gap Analysis	\$12,000
Task 3 – Scorecard Development	\$10,000
Task 4 – Address Gaps	\$6,700
Total Estimated Cost	\$35,700

Period of Service

Wood will commence work upon receipt of Notice to Proceed (NTP) from City staff. The completion of the Downtown Waterfront Resiliency Master Plan is expected to be completed by August 30, 2019 in accordance with the grant agreement.

Authorization

It is our understanding that the City will authorize this work through an executed Task Order in accordance with our Professional Services Contract – RFQ 2018-18. Wood shall not perform any work unless authorized by the Task Order.

We appreciate the opportunity to present this proposal. Please contact Rebecca Vanderbeck at (904) 699-7768 if you have any questions or need any additional information.

Sincerely,

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.



Rebecca J. Vanderbeck, P.E.
Project Manager



Michael J. Holm, P.E.
Jacksonville Office Manager



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: CM936**

ATTACHMENT 3

Project Title: Fernandina Beach Downtown Waterfront Resiliency Master Plan

Grantee

Organization Name: City of Fernandina Beach
Chief Elected Official or Agency Head: Dale L. Martin
Title: City Manager
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3101
E-Mail Address: dmartin@fbfl.org

Project Manager

Organization Name: City of Fernandina Beach
Name: Andre Desilet
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3431
E-Mail Address: adesilet@fbfl.org

Fiscal Agent

Organization Name: City of Fernandina Beach
Name: Patti Clifford
Address: 204 Ash Street
City: Fernandina Beach, FL
Zip Code: 32034
Area Code and Telephone Number: (904) 310-3333
E-Mail Address: pclifford@fbfl.org

Mailing Address for Warrant (if other than the Grantee address):

FEID No.: 59-6000317

DUNS No.: 079192274

Project Summary

Location: Downtown Fernandina Beach Waterfront

Project Summary: The *Fernandina Beach Downtown Waterfront Resiliency Master Plan* proposed within this funding request would be to enable Fernandina Beach to efficiently and effectively plan future infrastructure investments to ensure the preservation and protection of our historic coastal downtown area from the effects of rising sea levels. The Plan would be comprised of data, analysis, and recommendations to enable Fernandina Beach to systematically understand and prepare for the impacts of existing and future downtown flooding which results from high-tide events, storm surge, flash floods and sea level rise combined with stormwater runoff and subsidence hazards. Furthermore, the completed multi-year *Fernandina Beach Downtown Waterfront Resiliency Master Plan* will integrate new waterfront resiliency planning with existing City of Fernandina Beach waterfront planning projects, to produce one highly-actionable multi-year plan which recommends best practices and design, phases of project completion, funding requirements and proposed funding mechanisms, public outreach and communication requirements, and overall recommended policy, capital and comprehensive plan changes, for each project or phase defined within the Plan.

Project Description: As it has been since the 19th century, the City of Fernandina Beach is working hard to be a beautiful place to visit and live in the years to come. Stabilizing the riverfront shoreline to protect our historic, natural, cultural, and economic resources is a key component toward that goal. In 2016, Hurricane Matthew significantly damaged the City's marina and the related storm surge inundated several downtown blocks and buildings. While Hurricane Irma's effect a year later was less significant, both storms re-confirmed concerns detailed in previous reports to City officials: but for the grace of an eastward shift by Hurricane Matthew and a westward shift by Hurricane Irma, downtown Fernandina Beach would have suffered greatly, likely including the hundreds of historic structures located within blocks of the Fernandina Harbor Marina. As the report *Vulnerability Assessment: City of Fernandina Beach* discusses, "Flooding and storm surge still present a very significant threat to the City and its assets." The enclosed 2015 reports, *Shoreline and Resiliency Planning* and *Natural Hazard Adoption and Resiliency*, describe the challenges to Fernandina Beach associated with specific natural disasters (such as hurricanes) and long-term environmental trends (tidal surges and sea level rise). The near-misses of recent storms have raised the awareness and urgency that the City must prepare for and seek resiliency and mitigation options to address the unrelenting power of water.

In Nassau County's Local Mitigation Strategy (LMS), an evaluation and planning document specific to addressing strategies to mitigate Sea Level Rise in waterfront areas remains the #1,

yet unfunded, project. Fernandina Beach has an array of disparate resilience planning documents that require integration and inclusion of additional data to serve for comprehensive planning. Before proceeding with any new resiliency construction improvements on our downtown waterfront district, the City requires the completion of a comprehensive plan that builds upon various local resilience documents, integrates current coastal water and weather projections, and provides recommendations for improvements that will meet the stormwater and coastal challenges of the decades ahead.

Technical Needs and Approach:

Before proceeding with any construction improvements, the City seeks to ensure that investments made are those which adequately serve to protect our historic and cultural resources effectively. Requested components of this study will (at a minimum) include the following:

- **Flooding Assessment:** Summary of flooding problems, identified causes, and categorized potential flood mitigation measures. Consideration of the type of flood event should be addressed to provide recommended actions for nuisance flooding, intermediate flooding, and extreme flooding.
- **Subsidence Hazards and Sea Level Rise:** Examination of existing conditions resulting in subsidence within the study area and impact of sea level rise projections through 2060.
- **Mitigation Measures:** A feasibility study of the identified mitigation measures as a solution to the identified problems and analysis of any existing regulatory challenges stemming from the City's Comprehensive Plan or Land Development Code. Study shall take existing infrastructure into account including Front Street, marina and railroad.
- **Data Review:** Consideration of flooding, subsidence, and sea level rise within the context of cultural and natural resources and any repetitive loss structures within the study area. Existing infrastructure and planned improvements shall be evaluated as well as studies and conceptual plans, including:
 - Fernandina Harbor Marina's Failing Seawall
 - Vulnerability Assessment: City of Fernandina Beach
 - 2017 City of Fernandina Beach Historic District and CRA within a Special Flood Hazard Area
 - 2017 GAI Stormwater Masterplan
 - Waterfront Stormwater Discharge Points
 - Shoreline and Resiliency Planning
 - Natural Hazard Adoption and Resiliency
 - Waterfront Park Schematic Plans
 - Parking Lot B – Construction Drawings
 - Alachua Street RR Crossing 90%Construction Drawings
 - Railroad crossing safety upgrades
 - Proposed Marina Northern Expansion
 - Expansion of mooring field
 - North Attenuator / Fuel Dock repair
 - Attenuator replacement

- Proposed realignment of South Marina basin
- Dredging maintenance operations

- **Community Involvement:** Consultant shall and form and organize meetings of a steering committee to provide guidance on goals and objectives. Consultant shall design and organize public outreach and assist City staff with implementation. Existing citizen groups shall be engaged to solicit input on mitigation recommendations and potential impacts.
- **Methods:** Define and analyze costs and benefits of mitigation solutions that involve structural design or alteration and incorporate existing schematic engineering plans for Front Street and waterfront park construction.
 - A subcomponent of the study is the need for a multi-modal feasibility analysis and concept renderings of converting existing two-way east/west streets on Ash Street and Alachua Street to one-way streets to obtain more on-street parking options and recommendations with renderings for North and South Front Street traffic flow. The sub-element of the planning document will serve to promote conditions for a safe and lively connection to the waterfront where pedestrians, bicyclist, and all users can feel safe and comfortable while minimizing intermodal conflicts.
- **Final Recommendations:** Including concept renderings and impact analysis on existing structures for long-term flood protection with an approach for phasing of improvements in connection with the City's established waterfront park plans. Recommendations should include a schematic level landscape plan specific to the recommended mitigation strategies. Any policy level changes specific to the City's Comprehensive Plan or Land Development Code to address recommended approaches should be provided. A proposed implementation schedule and capital improvement plan shall be provided, as well as a summary of level of protection provided for each phase.
- **Funding Options:** A summary of the opportunities that exist for the City to pursue grants and opportunities for public-private partnerships to support City funding for implementation of recommended mitigation measures. An analysis and recommendation concerning special assessment or incentive for privately owned waterfront property shall be included. Summary of grants shall include FEMA Flood Mitigation Assistance and Pre Disaster Mitigation, U.S. Army Corps of Engineers Continuing Authority Programs, SJRWMD REDI and Innovative Projects Cost Share programs.

Total Budget Summary:

AGREEMENT TOTAL	\$ 35,700
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Categories	Task 1	TOTAL BY CATEGORY
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Salaries	\$	\$
Fringe	\$	\$
Contractual	\$35,700	\$ 35,700
Indirect	\$	\$
SUB-TOTAL BY TASK	\$35,700	\$ 35,700

Total Project Timeline: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date. *Delete any rows that are not applicable.*

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date	Task Funding Amount
1a	Flooding and SLR Assessment	08/30/2018	12/31/2018		\$8,925
1b	Data Review and Mitigation Evaluation	08/30/2018	3/31/2019		\$8,925
1c	Community Outreach	12/31/2018	6/30/2019		\$8,925
1d	Final Report			08/30/2019	\$8,925

Tasks and Deliverables

Task 1

Title: Waterfront Resiliency Master Plan Preparation

Description: Evaluation, study and mitigation planning to provide recommendations for waterfront Resiliency

Deliverable: Final Master Plan document

Due Date: September 30, 2019

Task 1 Funding Amount: \$35,700

Performance Measure: The Department will review the deliverable(s) to ensure it meets the specifications provided in the Task Description, above. *Delete any rows that are not applicable.*

Budget for Task 1:

Category	Grant Funds
Contractual:	\$ 35,700
TASK TOTAL:	\$35,700

Task Number	Position Title	Total hours spent per task	Maximum salary per hour (shall be based on actual salary)	Fringe (either % or fringe per hour)
			\$	
			\$	

Repeat this page for each task.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-60
Award of ITB #18-27 - All Pro Services LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-60

SYNOPSIS: The FY 2018/19 budget includes the installation of two Pickleball courts at Central Park. The City solicited bids and only one bid was received from All Pro Surfaces, LLC.

All Pro Surfaces, LLC submitted a bid of \$59,575.40 for the installation of these courts. Specifications are attached. Staff recommends the approval of this bid award.

FISCAL IMPACT: Funds are available for this project in the Capital Expansion Fund, Recreation & Park Improvements account, 3107200 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-60.

Nan Voit, Parks & Recreation Director	3/11/2019
Dale Martin, City Manager	3/22/2019
Pauline Testagrose, Comptroller	3/25/2019
Tammi E. Bach, City Attorney	3/26/2019

A handwritten signature in black ink, appearing to read 'Nan Voit', is written over a horizontal line.

Date: March 06, 2019

Submitted By: Nan Voit, Parks & Recreation Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING ITB #18-27 TO ALL PRO SURFACES LLC FOR THE INSTALLATION OF PICKLEBALL COURTS AT CENTRAL PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach budgeted to install two new Pickleball courts at Central Park in FY 2018/2019; and

WHEREAS, bids were due on March 6, 2019, and only one bid was received from All Pro Surfaces LLC in the amount of \$59,575.40; and

WHEREAS, funding for the installation of these courts is available in the Capital Expansion Fund, Recreation & Park Improvements account, 3107200 56300.

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

SECTION 1. The City Commission hereby awards ITB #18-27 and approves the agreement, attached hereto as Exhibit "A", with All Pro Surfaces LLC for the installation of the Pickleball courts at Central Park in an amount not to exceed \$59,575.40.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said documents relating to the installation upon review and approval of the City Attorney.

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

ADOPTED this 2nd day of April, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH

CONTRACT AND GENERAL CONDITIONS

FOR

CONSTRUCTION SERVICES

This Agreement is made on the ____ day of _____ in the year 2019 between CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "Owner" or "City") and the Contractor, ALL PRO SURFACING, INC, 675 SIMINOTE WOODS BLVD, GENEVA, FL 32732

PROJECT: INSTALLATION OF TWO PICKLEBALL COURTS
ITB 18-27

CONTRACTOR: ALL PRO SURFACING, INCONTRACTOR NAME

ARCHITECT/ENGINEER: N/A

The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, materials contained in City of Fernandina Beach Bid Number 18-27, and Contractor's scope and specifications provided in its proposal dated February 28, 2019 as Attachment A. Documents comprising Bid Number 18-27 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 August 1, 2019 subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the work not later than fifteen (15) days after reaching Substantial Completion.

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

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor the sum of **\$59,575.40** subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

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

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to pay to the Owner for the first twenty calendar days the amount of One Thousand Dollars (\$1500.00) and Five Hundred Dollars (\$500.00) per calendar day from the twenty first day and beyond for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of One Thousand Dollars (\$1,000) for each calendar day that the Work remains incomplete after the date established for Final Completion.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain. Also, failure to meet requirements for substantial or final completion shall subject the Contractor to reinspection fees as set forth in the specifications.

In addition to liquidated damages, should the Owner become liable for additional architectural fees due to delays by the Contractor which extends construction beyond the contracted construction time, the Contractor shall be liable for payment of such expenses to the Owner.

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Amount to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the-Owner not later than the 15th day of the month, the Owner shall make payment to the Contractor not later than the last day of the month. If a valid Application for Payment is received by the-Owner after the Application date fixed above, payment shall be made 15 days after the Owner received the Application for Payment is received.

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

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

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

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 shall determine for incomplete Work and unsettled claims.

2. Final Payment

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

3. Certifying a Schedule of Values

Within 10 days after award of the Contract, the Contractor shall submit to the-Owner a Schedule of Values allocating the values of various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This Schedule of Values shall be reviewed and approved by the Owner, and shall be used as the basis for reviewing the Contractor's Applications for Payment.

The Schedule of Values shall include a cost breakdown which shall clearly set forth labor as distinct from materials and from equipment. Rough-in work shall be shown separately from finish work.

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Owner an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the Contractor's right to payment as the Owner may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into Work. If approved in writing by the Owner, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment shall not include:

- Request payments on account of changes in the Work which have not been approved by the Owner in a Change Order; and
- Payment of amounts the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that all work, equipment and materials included in the Application for Payment are to the best of the Contractor's knowledge, information and belief, free from liens, claims, security interests or encumbrances.

5. Certification of Payment Requests

Within seven (7) days after receipt of a Contractor's Application for Payment, the Owner, will issue a Certificate for Payment for an amount the Owner determines is due, or notify the Contractor in writing of the reasons for withholding certification. A Certificate for Payment shall not constitute acceptance of Work not in accordance with the Contract Documents.

6. Criteria for Withholding A Certificate for Payment

The Owner may withhold approval of a Certificate for Payment or, because of subsequent events, may nullify a prior approval of payment in whole or in part if in the Owner's opinion Contractor representations to the Owner are not supported or are deemed inaccurate. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate of Payment for the amount to which the Owner are able to certify payment. Certification may be withheld for these reasons:

Defective Work not corrected;

- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount
- Damages owed to the Owner or others;
- Failure by Contractor to make payments properly and promptly to subcontractors or suppliers; or
- Persistent failure to carry out the Work in accordance with the Contract Documents or other material breach by Contractor.

When reasons for withholding certification are corrected, the Architect/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 all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery including reasonable profit and damages in accordance with the Contract Documents.

2. Termination by The Owner For Cause

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

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

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

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

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

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

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

3. Termination by the Owner for Convenience

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

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

In the event of termination for convenience by the Owner, the Contractor shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses including for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery including reasonable profit and damages. Termination Expenses are those jobsite costs directly attributable to termination (such as jobsite demobilization costs).

ARTICLE 9 - EXECUTION OF THE PROJECT

B. OBLIGATIONS OF THE OWNER

1. Project Manager

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

2. Information Provided by Owner

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

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, or otherwise expressly set forth in the Contract Documents.

3. Permits

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

4. Owner's Right to Stop Work

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

must be in writing.

5. Owner's Right to Carry Out Work

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

6. Interpretation of Contract Documents and Performance

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

7. Approving Substantial Deviations

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

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

8. Owner's Right to Expedite Schedule

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

Such changes shall be effected by a Change Order signed by the Contractor and the Owner.

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the Contractor, and

communications given to the Superintendent shall be as binding as if given to the Contractor.

2. Review of Contract Documents

The Contractor shall carefully review Contract Documents and information provided by the Owner, and shall at once report to the Owner any errors, omissions, or inconsistencies discovered.

If the Contractor performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice to the Owner, the Contractor shall assume responsibility for such performance.

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Owner at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved by the Owner.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, under Contract, unless otherwise specified in the Contract Documents.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the Contractor or his Subcontractors.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5. Inspection of Work

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

6. Labor and Materials

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

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

7. Warranty

The Contractor warrants to the Owner that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work will be free from defects for a period of one (1) year from date of substantial completion. If within the warranty period the materials are found to be defective, the Owner must provide written notice of such defects within ten (10) days from the date the defects are discovered. Owner's sole and exclusive remedy for defective materials and workmanship is limited to the repair or replacement of the defective item by Contractor. Contractor is not liable for consequential or incidental damages resulting from such defects. Contractor hereby disclaims any and all implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose. Work not conforming with these requirements, including substitutions not properly approved and authorized, may be considered defective.

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare and submit to the Owner a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents, nor shall the Schedule reflect an early completion of the Work. The construction schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work with activity durations limited to 14 days. The Construction Schedule shall also identify the critical path and any other near critical events which would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Project Manager. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

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

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda

- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data
- Samples
- Required Submittals
- Superintendent's Log

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

Records shall be available to the Project Manager and Owner and, with the exception of the Superintendent's Log, shall be delivered to the Owner for submittal to the Owner upon completion of the Work.

Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Owner; and weather conditions including dates, times, and amount of rainfall received.

10. Approval of Shop Drawings and Other Submittals

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

The Contractor shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the Contractor or for the Contractor by a Subcontractor or Supplier of the Contractor. The Project Manager shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Project Manager'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 Project Manager.

By submitting the materials described above to the Project Manager for approval, the Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Documents. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Project Manager makes specific written acceptance of said deviations on the Project Manager'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 Project Manager 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 Project Manager's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the Contractor's expense without change in Contract Time.

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

14. Correcting Rejected Work

The Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or necessary administrative costs.

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

If the Contractor fails to correct nonconforming Work within ten (10) days or such reasonable time as may

apply, the Owner may complete the work in accordance with the provisions in Article 9-B-5 and 9-B-8 of this Agreement.

15. Acceptance of Non-Conforming Work

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

16. Tests & Inspections

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

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

For all tests and inspections conducted under this section, the Contractor shall give the Owner 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 Owner.

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

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

2. Rejection of Subcontractors

Neither the Contractor nor the Owner shall be required to Contract with anyone to whom either party has made a reasonable objection; excepting instances where the Contract Documents require use of a material, equipment, or

other product for which there is no acceptable alternate supplier or installer.

3. Removal of Subcontractors

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

4. Subcontractors Bound by Contract Documents

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

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

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

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

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

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

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

2. Owner to Provide Coordination

The Owner shall provide for coordination of activities of the Owner's own forces and for Contractors under a separate Agreement to provide construction services on the Project Site. If part of the Contractor's Work depends upon prior Work performed by the Owner or other separate Contractors, the Contractor shall, prior to proceeding with that portion of the Work, at least forty-eight (48) hours prior to the start of such activity, report to the Project Manager apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's previously completed construction is fit and proper to receive the Contractor's Work. Further, Contractor shall cooperate in scheduling the work by providing the Owner with all

requested schedule information and shall adjust the sequencing of its work, at no additional cost to the Owner.

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

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

2. Construction Change Directive

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the Project Manager. A Construction Change Directive signed by the Contractor indicates agreement of the Contractor with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.

3. Construction Change Order

In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount
- Contract Time
- The intent of the Contract Documents

In such instances, a Construction Change Order must be signed by the Contractor and Owner. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered altered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised".

4. Changes in Contract Amount

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued by Owner. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase to the Contract Sum or change in the Contract Time. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Agreement.

5. Cost of Work

The term "Cost of Work," or "Direct Cost," for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor (payroll, taxes, fringe benefits, workers' compensation, health and retirement benefits, sick leave)
- Owned equipment (at lowest applicable equipment manual rate)
- Rented equipment (at actual rental rate)
- Materials
- Supplies
- Subcontractor's costs
- Bonds and insurance

The Contractor shall require all Subcontractors and suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Article.

The term "Cost of the Work" or "Direct Cost" shall not include any of the following:

- Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in its principal or a branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's allowance for overhead and profit.
- Extraordinary fringe benefits not specifically identified above.
- Expenses of Contractor's principal and branch offices other than the Contractor's office at the job site.
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital used for the Change Order Work and charges against the Contractor for delinquent payments.
- Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

For all changes, the Contractor shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Owner. When a credit is due, the amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined by the Owner plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

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

following schedule:

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

6. Changes in Contract Time

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

7. Changes in Contract Time Due to Weather Conditions

The Contractor shall consider climatic conditions in preparing the construction schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions. Neither party shall be liable for any delay or inability to perform caused by named storms which arise and is not within the direct control of a party. However, the foregoing shall not relieve either party of its obligations to pay sums due or to indemnify the other party pursuant to this Agreement.

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

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

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

9. Effective Date of Change Orders

Construction Change Orders shall become effective immediately upon execution by the Contractor, 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 Owner of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the Contractor would have reasonably first recognized the materially different field conditions.

The Owner will promptly investigate if field conditions were found to be materially different than those which could have been reasonably found given the criteria indicated above. If field conditions are found to be materially different, the Owner shall prepare a Construction Change Order providing an equitable adjustment in Contract Amount and/or Contract Time.

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

4. Claims for Additional Time

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

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

5. Claims for Additional Compensation

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

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

- Contractor must submit a Notice of Claim to the Owner within fourteen days (14) of when the Contractor was, or should have been, aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, Contractor shall submit to the Owner its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

Contractor agrees that the Owner shall not be liable for any Claim the Contractor fails to submit as a Request for Construction Change Order or as a timely presented RFD form as provided in this Agreement.

After receipt of a Request for Construction Change Order, Owner shall deliver to Contractor within thirty (30) days after receipt of request its written determination of the Claim.

Contractor's exclusive remedy for delays in performance of construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

Contractor expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the Owner

If a Claim has not been resolved after consideration under other terms of this Article, the 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 Owner a comprehensive list of items to be completed and corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the Contractor of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Project Manager will make an inspection, and with the approval of the Owner, determine whether the work, or designated portion thereof, is Substantially Complete. If the Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner.

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

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

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

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

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

3. Final Acceptance and Payment

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

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

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

ARTICLE 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 Project Manager 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 Project Manager.

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

Until the Work is completed and accepted by the Owner, the Contractor shall indemnify and hold harmless the Owner, its commissioners, mayor, officers, employees, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts it may be liable. Provided, however, that where any such claim, damage, loss or expense arises from the concurrent negligence of (1) the Owner or anyone for whose acts they may be liable and (2) the Contractor or anyone for whose acts it may be liable, it is expressly agreed that the Contractor's obligations of indemnity under this paragraph shall be effective only to the extent of the Contractor's negligence. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Owner may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2. Waiver of Subrogation

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

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

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

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

3. Contractor's Insurance

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

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

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

4. Loss Deductible

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

5. Subcontractor's Insurance

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

6. Certificate of Insurance

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

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

7. Workers' Compensation Insurance

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

8. Liability Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and

Commercial Automobile Liability Insurance as shall ~~protect~~ include Owner as an additional insured from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$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.

5. Attorney Fees and Costs

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

6. Validity, Severability and Reformation

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

7. Force Majeure

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

8. Contractor Not A Third Party Beneficiary

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

9. Public Records Law and Obligations

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

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

CONTRACTOR: All Pro Services, Inc

OWNER: The City of Fernandina Beach

Signature

Dale L. Martin, City Manager

ATTEST:

Print Name

Caroline Best, City Clerk

Title/Officer

APPROVED AS TO FORM & LEGALITY:

Witness Signature

Tammi E. Bach, City Attorney

Printed Name

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 Project Manager 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 Project Manager, 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 that has a direct Contract with the Contractor to perform a portion of the work.

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

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

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

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

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

NOTICE OF INVITATION TO BID

The City of Fernandina Beach will receive sealed competitive bids for the following until no later than **2:00pm, March 6, 2019**. There is a **mandatory pre-bid meeting at 10:00am, February 13, 2019 at Central Park, 1201 Beech Street, Fernandina Beach, FL.**

ITB 18-27 CONSTRUCTION OF TWO PICKLEBALL COURTS CENTRAL PARK

Bid Documents and Specifications are available to download from the City of Fernandina Beach website, www.fbfl.us/bids and the Onvia Demandstar website at www.demandstar.com. Questions regarding the Bid requirements or process can be directed in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK**. A **mandatory pre-bid** meeting is scheduled for **10:00am February 13, 2019 at 1201 Beech Street, Fernandina Beach, FL 32097**.

The City will receive sealed bids at the location stated below not later than **2:00pm, March 6, 2019**.

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 the funds in the budget for 2018-2019.

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

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB # 18-27** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB# 18-27**
204 Ash Street
Fernandina Beach, FL 32034

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

The bid shall be submitted on the specified Contact Sheet/Bid Form (**1 original, 3 copies, 1 electronic copy, CD or thumb drive**), hereto attached as "**Exhibit A**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

1SCOPE OF WORK – CONTRUCTION OF TWO PICKLEBALL COURTS CENTRAL PARK

This work shall include City permitting and the furnishing of all labor, materials and equipment for the project located at Central Park 1201 Beech Street, Fernandina Beach, Florida.

PROJECT DESCRIPTION

Construct two new pickleball courts. The two new courts will tie into the existing courts on the East side.

- Structure will be designed to meet all requirements of the Florida Building Code, 6th Edition, 2017 and the Florida Accessibility Code, 6th Edition, 2017.
- Remove the large pine tree (including the stump and root system) between the pickleball and tennis courts.
- City to contact FPU to relocate existing power pole between pickleball and tennis courts.
- A survey crew will be required to mark the corners and elevations of the new court location.
- Clearing – All vegetation and root systems (including organic overburden) will be stripped from the site. Area cleared will be a few feet larger than finished dimensions.
- Excavation and Filling – The sites will be excavated, filled and compacted so as to provide the desired finished subgrade elevations and slope of 1" in 10' in one plane across the court.
- Finish Subgrade - The subgrade of the court will be shaped to true and even lines and compacted to assure a uniform thickness of the base course.
- Base Course - A base course of crusher run stone (D.O.T. approved) having an average thickness of 6" shall be placed on the subgrade and properly graded and compacted following the 1" in 10' slope.
- Asphalt - A 1½" thick surface course of plant-mix asphalt (Type III / Virgin) shall be placed over the base course. (Paved area will be a few inches larger than finished asphalt dimensions so that all sides of the court can be sawed to straight and square edges with an asphalt saw).
- Saw Edges – With an asphalt saw, cut all sides of the court and remove excess asphalt leaving an asphalt slab; please view the attachment for the layout and dimensions. The dimensions will be an additional 28 feet to the east of the existing courts and 120 feet north to south. The two playing courts will be painted on this dimension. (sketched plan will be available to bidders).
- Clean court surface of all dirt, debris and loose material
- Corrective Patching - Using tennis court grade patch-mix: fill any "birdbaths" that hold water deep enough to cover a nickel measured one hour after a rain under normal (sunshine) drying conditions and cover and fill any rough or raveled areas of asphalt. The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
- Leveling Course - Apply two successive coats of sand-acrylic resurfacer mix to the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
- Texture and Finish Courses - Apply two successive coats of colored, fortified Color Court Systems or Plexipave filler coat (sand-filled acrylic color-coating) to the entire prepared area with a broad squeegee according to manufacturer's recommended coverage rates.
- Finished colors will be City's choice of any two from manufacturer's standard colors.
- Lines - Paint two sets of 2" regulation lines for two pickleball courts.
- Install two sets of anchors for permanent netting.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

- Remove the existing fence on the east side of the courts. This fence will be reinstalled on the east side of the new courts once complete. There will be a gate installed between the new courts for entry.
- Fence – Install 8' fence along exterior
 - Fence Specifications:
 - 9 gauge core galvanized chain link fence with vinyl coating thermally applied to the wire
 - 2 ½ " schedule 40 terminal posts
 - 2" schedule 40 line posts
 - 1 5/8" schedule 40 top and bottom rail
 - Truss rod from terminal posts to the adjacent line posts
 - All posts will be set in concrete, with the footer size approximately 10" in diameter and 36" deep
 - Fence ties are 9 gauge steel
 - All fence material will be black vinyl coated
 - A 4' fence will divide the two new courts with a walk through gap of 4' on the east side and extend to 4' of the existing 4' fence that divides two existing courts. A gate will be placed at that location to close off that walk through while there is play. This fence will have a top rail and bottom tension wire.
 - One exterior gate position. View drawing for gate placement.
- Pickleball Net Posts – Two sets of standard, external wind 3" O. D. pickleball net posts in sleeves and two center anchor pipes will be installed in concrete approximately 1/ 2 cubic yard of concrete per net post and one cubic foot of concrete per center anchor pipe.
- Nets - Install two new Collegiate Pacific pickleball nets and two adjustable center straps.
- Install a perimeter concrete walkway from the existing northern concrete pad (near the benches) to the east entry point between the two new courts. View sketch
- All debris generated by this construction will be removed from the area.
- As built surveys will be required and bid submitted should include this cost.
- Windscreens – Install windscreens on the north and south side of courts (28 feet)
 - Wind Screen Specifications:
 - 6' WTC premium in black
 - Hemmed with grommets on all four sides
 - Grommets are placed 12" apart
 - Half- moon vents
 - Windscreens will be installed with appropriate zip ties in each grommet

BID ALTERNATE - COMBINE THE PROJECTS

To be considered a complete submittal, each of the options should be bid individually and combine the projects as indicated on Exhibit "A", Contact Sheet/Bid Form and not to exceed the funds budgeted for 2018-2019

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AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and Onvia DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weeks, Purchasing Agent, wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weeks, wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and Onvia DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening. If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

1. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACTOR that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.
2. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Scope of Work, all services (and items incidental thereto) and work provided by CONTRACTOR shall conform to the following:

PROJECT SCHEDULE

CONTRACTOR shall begin no later than thirty calendar (30) days from issuance of Purchase Order or notice to proceed; all work must be completed **within thirty (30) calendar days of startup**.

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TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by Parks and Recreation Director or designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.
2. CONTRACTOR may set up equipment onto the job-site without commencing work for a maximum of seven (7) calendar days. Location of equipment storage will be provided by the Parks and Recreation Director or designee.
3. CONTRACTOR will, prior to any delay submit notification of delay in writing within five (5) calendar days to Parks and Recreation Director.
4. CONTRACTOR shall submit documentation explaining the cause of delay. CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of time.
5. CONTRACTOR shall arrange with the Parks and Recreation Director or designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, corridors, and stairways. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements, and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Parks and Recreation Director and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.
2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.
3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.
4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.

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5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.
6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

1. CONTRACTOR shall be aware that this project is subject to public and private vehicular and pedestrian traffic at all times.
2. CONTRACTOR shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.
3. CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, vehicles, utilities, and work of any kind against damage or interruptions of service, which may result from the operations of the CONTRACTOR.
4. CONTRACTOR shall provide Safety Data Sheets: If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this the contract period, CONTRACTOR shall furnish Safety Data Sheets to the Parks and Recreation Director or designee prior to commencing this project.
5. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
6. CONTRACTOR shall have a person, which is on their payroll and with **the authority to make decisions, on site at all times.**

REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the Parks and Recreation Director or designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspection will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents. CITY may require special inspection or testing of the work.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.

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4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY, after three (3) days written notice to CONTRACTOR without correction, may correct the deficiencies through

CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the project is complete in detail and finish, and free of hazardous conditions. The material warranty must be ten (10) years with a workmanship warrant of five (5) years.
2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.
3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

LIQUIDATED DAMAGES

See attached contract form

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

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GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type their name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

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

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5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

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- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified

Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security. Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida. The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

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

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION-CONSTRUCTION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims

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for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the

CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

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

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars.

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This includes sole proprietorships and officers of corporations who will be performing work on the job.

- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in

the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least ONE Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than ONE Million (\$1, 000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than ONE Million (\$1,000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and

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shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor], and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], and [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

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

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

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EXHIBITS

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

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EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Construction of Two Pickleball Courts Central Park Amount \$_____

To be considered a complete submittal, each of the above options should be included as part of the bid.

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____ Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "B"

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

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

Notary Signature My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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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 their signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK
"ATTACHMENT A"

CITY OF FERNANDINA BEACH

"SAMPLE CONTRACT"

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:

ARCHITECT/ENGINEER:

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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** . Documents comprising **Bid Number** 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 **than** 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 Hundred Dollars (\$500) and Eight Hundred Dollars (\$800.00) per calendar day

from the twenty first day and beyond for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of One Thousand Dollars (\$1,000) for each calendar day that the Work remains incomplete after the date established for Final Completion.

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The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain. Also, failure to meet requirements for substantial or final completion shall subject the Contractor to re-inspection 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 Re-inspection 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 Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/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 Architect/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 Architect/Engineer after the Application date fixed above, payment shall be made 15 days after the Architect/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 Architect/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 Architect/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 Architect/Engineer or Owner may require. This Schedule of Values shall be reviewed by the Architect/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 Architect/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 Architect/Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for

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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 Architect/Engineer, in consultation with the Owner, will issue a Certificate for Payment for an amount the Architect/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 Architect/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 Architect/Engineer's or Owner's opinion Contractor representations to the Owner are not supported or are deemed inaccurate. If the Contractor and Architect/Engineer or Owner cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate of Payment for the amount to which the Architect/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 Architect/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

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amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been Certified by the Architect/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 ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

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

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

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

2. Monitoring Progress, Quality and Compliance with Contract Requirements

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

The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The

Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

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

3. Review and Approval of Contractor's Submittals

The Architect will review and approve the Contractor's Submittals, such as shop drawings and product samples, for the limited purpose of

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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.

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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

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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.

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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 borne 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

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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 Contact Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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 Contact 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

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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)

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- 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.

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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.

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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

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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.

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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

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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.

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- 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

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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 Inter-local 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

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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.

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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.

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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.

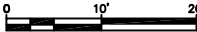
Substantial Completion - The stage of construction where the work or designated portion thereof is sufficiently complete so that the Owner can occupy or use the work for its intended purpose.

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.

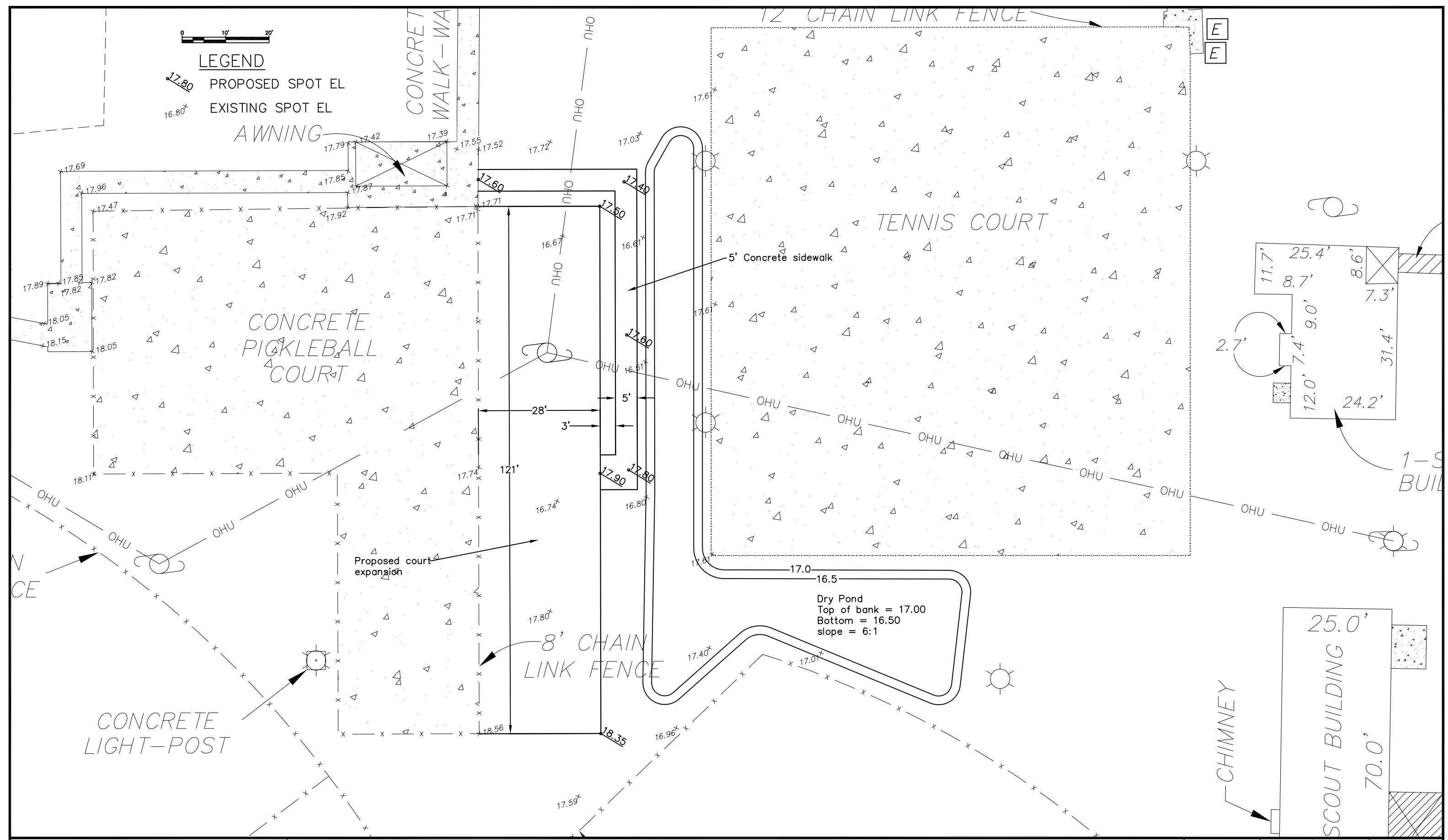
Work - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor in fulfillment of obligations under the Contract. The work may constitute the whole Project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



LEGEND

 PROPOSED SPOT EL

 EXISTING SPOT EL





CITY OF FERNANDINA BEACH

STORMWATER DEPARTMENT

1181 S. 5TH STREET - FERNANDINA BEACH, FL 32034
TELEPHONE (904) 310-3430 - FAX (904) 277-7382

DRAINAGE & GRADING PLAN

DATE	BY	DATE	PROJECT NO.
	DESIGNED	AD	1/16/19
	DRAWN	AD	1/16/19
	CHECKED	AD	1/16/19
TAB:	REVIS		SHEET:
			1 OF 1

Pickleball Courts

Addition

10-30-2018

NEW Addition

CONCRETE SIDE WALK

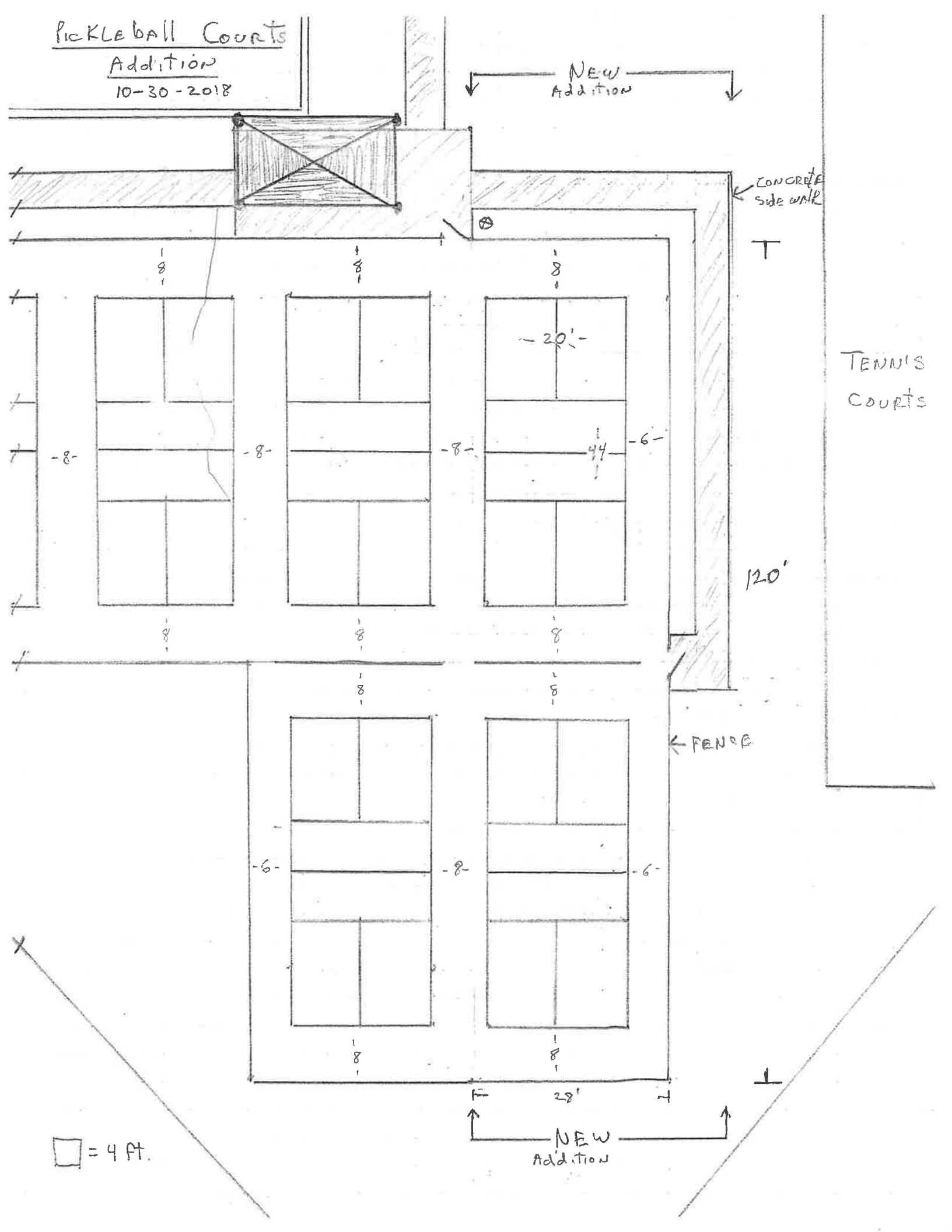
TENNIS Courts

120'

FENCE

NEW Addition

□ = 4 ft.



CITY OF FERNANDINA BEACH PRE-BID MEETING
ITB 18-27 Construction Two Pickleball Courts Central Park
February 13, 2019 Mandatory Pre-bid

DATE	NAME	COMPANY	LOCATION	EMAIL
02/13/2019	DERRICK DUNMAN	Dunmargroup	Yulee, FL	ddunman@dunmargroup.com
02/13/2019	Roper Melson	Court Surfaces	Green Cove Spring	roper@courtsurfaces.com
02/13/2019	Steve Duke	Coast to Coast Recreation	middleburg	FLA.com
02/13/2019				STEVEDUKE@BellSouth.net
02/13/2019	JONATHAN PAPP	NIDY SPORTS	LONGWOOD FL	j.papp@nidysports.com
02/13/2019	Theo Strauss	Sport Surfaces	West Palm Beach	theo@sportsurfaces.com
02/13/2019	Elizabeth Dittman	GRK	Yulee	edittman@grk.com
02/13/2019	ANN TOLKOFF	All Pro Surfaces	Orlando	allprosurfaces@yahoo.com
02/13/2019	Melissa Grimsley	Elite Court Const.	Orlando	melissa@elitecourtconstruction.com

CITY OF FERNANDINA BEACH BID OPENING
ITB 18-27 CONSTRUCT TWO PICKLE BALL COURTS CENTRAL PARK
March 6, 2019 Bid Opening
Opened by Scott Mikelson and Wanda Weak

DATE/TIME	COMPANY NAME	BID AMOUNT	Required forms A-H attached	Addendum 1
03/05/2019 4:26PM	All Pro Surfaces, LLC	\$59,575.40	yes	yes

This is a preliminary summary of the quotes as they were opened and announced. Contractor/Vendor should not assume award until after final/review/recommendation for award.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK**

EXHIBITS

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Construction of Two Pickleball Courts Central Park Amount \$ 59,575.40

To be considered a complete submittal, each of the above options should be included as part of the bid.

Name: All Pro Surfaces

Federal Taxpayer ID: 82-0825875

Mailing Address: 6075 Seminole Woods Blvd

City, State, & Zip Code: Geneva, FL 32732

Telephone: 321 527 8800 Fax: _____

Email: allprosurfaces@yahoo.com Submitted By: Michael Tokarz

Title: owner

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Amy Tokarz Title: Office Manager

Email Address: allprosurfaces@yahoo.com Phone: 386 956 2831

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

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.

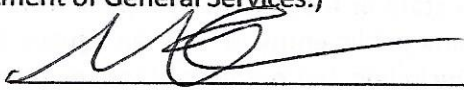
- Two pickleball courts
1. This sworn statement is submitted with Bid, Proposal or Contract for ITB #18-27 Central Park
2. This sworn statement is submitted by (entity) All Pro Surfaces whose business address is 675 Seminole Woods Blvd Geneva FL and (if applicable) Federal Employer Identification Number (FEIN) is 02-0825875 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Michael Tolva and my relationship to the entity named above is owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

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

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

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


Signature

3/4/19
Date:

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 4th day of March, 2019, and is personally known to me, or has provided _____ as identification.


Notary Public
My Commission expires: 3/5/2020



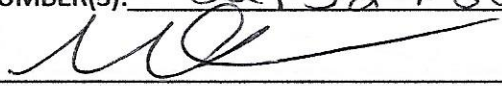
CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

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: All Pro Surfaces
CITY: Geneva STATE: FL ZIP CODE: 32732
TELEPHONE NUMBER(S): 321 527 8800
SIGNATURE: 
NAME (TYPED OR PRINTED): Michael Tokarz TITLE: owner

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB# 18-27

Project Description: Construction of two (2) Pickle Ball
Courts Central Park

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: All Pro Surfaces

Authorized Signature: [Signature]

Title: owner

Date: 3/4/19

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK**

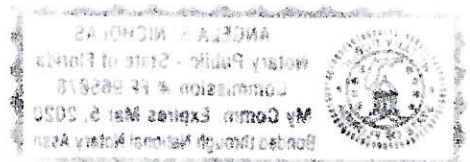
PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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 ITB/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: Michael ToKarz Title: owner

Signature:  Date: 3/4/19



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #18-27.

This sworn statement is submitted by (entity) All Pro Surfaces whose business address is 675 Seminole Woods Blvd Geneva FL 32732 and (if applicable) Federal Employer Identification Number (FEIN) is 82-0825875 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Michael Tokar and my relationship to the entity named above is owner.

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

[Signature] 3/4/19
Signature Date:

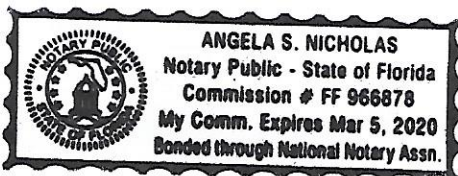
STATE OF FLORIDA

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 4th day of March, 2019, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Signature

My Commission expires: 3/5/2020



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

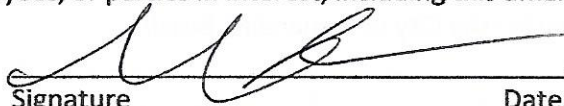
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for FTB #18-27.

This sworn statement is submitted by (entity) All Pro Surfaces whose business address is 675 Seminole Woods Blvd Geneva FL 32732 and (if applicable) Federal Employer Identification Number (FEIN) is 82-0825875 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

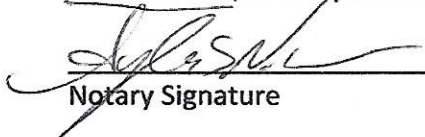
My name is Michael Tolara and my relationship to the entity named above is owner.

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

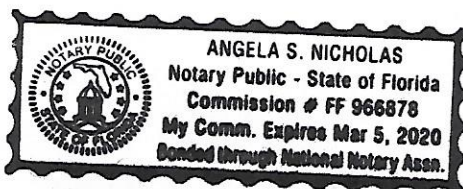

Signature _____ Date: 3/4/19

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 4th day of March, 2019, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: March 5, 2020



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-27
CONSTRUCTION OF TWO PICKLE BALL COURTS CENTRAL PARK

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.

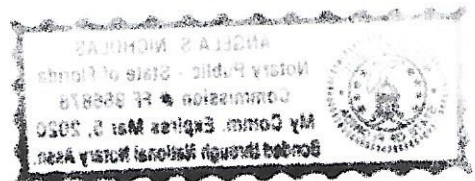
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

All Pro Surfaces
Firm

3/4/19
Date

[Signature]
Authorized Signature

Michael Tokarz owner
Printed or Typed Name and Title



City of Fernandina Beach, Florida
Addendum No. 1
For
ITB 18-27 CONSTRUCT TWO PICKLEBALL COURTS CENTRAL PARK

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 18-27. 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.

NAME: Michael Tokarz TITLE: Owner

ADDRESS: 1075 Seminole Woods Blvd

CITY: Geneva STATE: FL 32732

AUTHORIZED SIGNATURE:  DATE: 2/20/19

City of Fernandina Beach, Florida

Addendum No. 1

For

ITB 18-27 CONSTRUCT TWO PICKLEBALL COURTS CENTRAL PARK

1. City will remove 2 palm trees and coordinate with FPU to remove and relocate electric pole.
 - a. Palm trees have been relocated. The City will reach out to FPU to set up a meeting regarding the relocation of the power pole that is located in the area where the new courts will go. The City is planning to have this meeting the week of 2/18/2019.
2. A request was made for the City to remove the pine tree (the removal of the pine tree is part of the scope of work) and let the contractor remove the two smaller palm trees. Scott will ask Rex about the City removing the pine tree.
 - a. The City has reached out to the permitting department and is working on getting a permit to remove the pine tree in-house.
3. Remove east side chain link fence and wind screen on the current pickleball courts and reuse as the east side chain link fence and wind screen for the new pickleball courts. New wind screen north and south.
 - a. The contractor can cut the poles off at the base. The fabric, rails and windscreen can be reused.
4. The fence posts on the current pickleball courts will be cut off at the ground and made level with the court.
 - a. yes
5. New fence posts will be used on the new pickleball courts.
 - a. On the east side, yes.
6. It will take 60-90 days to complete the job. Asphalt has to cure 3-4 weeks. Can the 30 day time be changed?
 - a. Yes, the asphalt has to cure for 30 days
7. The City contract is not in line with the bid documents.
 - a. The City contract will prevail
8. What is the point of access for the job? Use 13th street for access. Only one sidewalk to cross and repair if necessary. Possibly take pictures of the sidewalk before and after.
 - a. Any sidewalk breakage or landscape razing from driving across will have to be repaired.
9. Close the current pickleball courts during construction –
 - a. If needed yes, the City would close the courts. We hope to use two of them while construction is going on.

END OF ADDENDUM No. 1

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-61
Purchase Approval - PlayPower LT Farmington, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-61

SYNOPSIS: The Martin Luther King, Jr. (MLK) and the Atlantic Center playgrounds are in need of replacement. Staff requested design options from three playground equipment vendors and received proposed designs from each one; these proposals include the pour-in-place surfacing. Based on all of the components provided in the submitted designs, staff selected PlayPower LT Farmington, Inc. The proposed cost for the MLK playground including the installation and the pour-in-place (PIP) surfacing is \$108,655.44. The cost for the Atlantic Center playground including installation and PIP is \$104,276.16. Staff recommends the approval of this purchase.

FISCAL IMPACT: Funds are available for these projects in Capital Improvements, MLK Improvements account, 3007225 56300 (MLK) and Improvements account, 3007210 56300 (Atlantic).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-.

Nan Voit, Parks & Recreation Director	3/15/2019
Dale Martin, City Manager	3/22/2019
Pauline Testagrose, Comptroller	3/26/2019
Tammi E. Bach, City Attorney	3/26/2019

Date: March 07, 2019

Submitted By: Nan Voit, Parks & Recreation Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE COOPERATIVE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FROM PLAYPOWER LT FARMINGTON, INC. FOR MARTIN LUTHER KING (MLK) AND ATLANTIC CENTER PLAYGROUNDS; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, funds are budgeted in FY 2018/2019 to replace the MLK and Atlantic Center playgrounds; and

WHEREAS, staff requested designs from three playground equipment vendors for these two playgrounds; and

WHEREAS, PlayPower LT Farmington, Inc. was selected based on the number of components and cost of the pour-in-place based on the price per square foot; and

WHEREAS, PlayPower, LT Farmington, Inc. is a Sourcewell vendor - Contract #0300117-LTS; and

WHEREAS, the proposed cost for the MLK playground structure, pour-in-place surfacing, and installation is \$108,655.44 which is available in Capital Improvement Fund accounts, Parks Improvements account 3007210 56300 and MLK Improvement account, 3007225 56300. A budget transfer is needed from the Parks Improvement account, 3007210 56300, to the MLK Improvement account, 3007225 56300, for \$22,000; and

WHEREAS, the proposed cost for the Atlantic Center playground, pour-in-place surfacing, and installation is \$104,276.16 which is available in Capital Improvement Fund, Improvements account, 3007210 56300.

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

SECTION 1. The City Commission hereby approves the purchase and installation of playground equipment from PlayPower LT Farmington, Inc. in the amounts of \$108,655.44 and \$104,276.16, respectively, for the MLK and Atlantic Center playgrounds.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute documents relating to the purchase and installation upon review and approval of the City Attorney.

SECTION 3. The City Commission hereby approves a budget transfer of \$22,000 from Parks Improvement account, 3007210 56300, to the MLK Improvement account, 3007225 56300.

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

ADOPTED this 2nd day of April, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: R0321191023

Project: R0321_43496529124_02

Bill To:

Wanda Weaks
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3325 (phone)
wwaks@fbfl.org

Project Name & Location:

Attn: Atlantic Rec Ctr Opt 1
2500 Atlantic Ave,
Fernandina Beach, FL 32034

Prepared by:

Playworx Playsets, LLC

Tracy Gill
Canton, GA 30115
(866) 502-5013 (phone)
Rich@Playworx.com

Ship To Address:

Wanda Weaks
City of Fernandina Beach
Atlantic Rec Ctr
2500 Atlantic Ave
Fernandina Beach, FL 32034
(904) 310-3325 (phone)
wwaks@fbfl.org

End User:

Wanda Weaks
City of Fernandina Beach
Atlantic Rec Ctr
2500 Atlantic Ave
Fernandina Beach, FL 32034
(904) 310-3325 (phone)
wwaks@fbfl.org

Quote Number: R0321191023 Source Well Contract Number 0300117-LTS
Quote Date: 1/31/2019
Valid For: 30 Days From Quote Date

PlayArea_1_1

Product line: KidBuilders
Age group: 5-12

Global defaults

Entry Slide Color	BLUE
Exit Slide Color	BLUE
High Bank Right 1 Color	BLUE
High Bank Right 2 Color	BLUE
Infinity 1 Plastic Clr	BLUE
Infinity 2 Plastic Clr	BLUE
InfinityPad 1 Plastic Clr	BLUE
InfinityWing Blnk PI Clr	BLUE
InfinityWing Foot PI Clr	BLUE
KB Accent Color	TROPICAL YELLOW
KB Pnl/Crwl Tunnel Clr	BLUE
KB Slide/Float Stone Clr	BLUE
KB Vinyl color	Blue
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	RED
Laminated Panel	BLUE-YELLOW-BLUE
NRG Accent Color	TROPICAL YELLOW
NRG Plastic Clr	BLUE
NRG Plastic Clr 2	BLUE
NRG Post Color	RED

Quantum II Nar Hood Color
 Section 3 Slide Color
 VersaClimb Plastic Clr

BLUE
 BLUE
 BLUE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001127	KB LONG DK/DK PLATE 205MM/8"	1	25.00	0.38	146.00	146.00
100001134	KB DK/DK PLATE 203 MM/8"	3	16.00	0.22	142.00	426.00
200007096	PANEL COUNTER KB	1	40.00	15.00	634.00	634.00
200007099	PANEL SEAT KB	1	60.00	15.00	634.00	634.00
200007101	PANEL DOOR KB	1	38.00	14.00	634.00	634.00
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0.00
200013798	KB 136" GALV POST WITH CAP	5	59.00	3.00	313.00	1,565.00
200013801	KB 176" GALV POST WITH CAP	7	77.00	4.00	394.00	2,758.00
200013813	KB 4165/164" GALV POST WITH CAP	2	71.00	4.00	371.00	742.00
200066522	STEPS DECK/DECK 815 MM W/SAFETY RAILS K	1	264.00	27.00	1,489.00	1,489.00
200069056	KB 186"/4725MM GALV POST W/CAP	2	81.00	4.00	417.00	834.00
200115328	PANEL ARCH TOP GEAR F/KB	1	45.00	8.00	1,355.00	1,355.00
200125540	STEPS DECK/DECK 610 MM W/SFTY RAILS F/K	1	200.00	34.00	1,325.00	1,325.00
200131018	KB 172" GALV POST WITH CAP	2	75.00	4.00	359.00	718.00
200131019	KB 180" GALV POST WITH CAP	2	78.00	4.00	381.00	762.00
200200269	CLIMBER CURLY 1830MM/72" KB (2004)	1	77.00	40.00	1,064.00	1,064.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	1.00	0.00	0.00
200200639	VERSA-CLIMB ROCKWALL F/KB 1 SECTION	1	160.00	33.00	2,299.00	2,299.00
200200663	KB TELESCOPE PANEL (DKMT)	2	60.00	4.00	1,160.00	2,320.00
200200785	KB MONKEY LEANOUT SEAT PANEL	1	160.00	31.00	1,501.00	1,501.00
200201292	NRG INFINITY FLEX	1	380.00	170.00	4,365.00	4,365.00
200201298	NRG OCEAN SURGE CLIMBER	1	200.00	95.00	1,764.00	1,764.00
200201334	NRG OVERHEAD RUNGS, INLINE GRIP & RINGS	1	265.00	45.00	3,816.00	3,816.00
200201364	NRG HUB BASE UNIT	1	750.00	155.00	6,771.00	6,771.00
200201369	NRG WEBWALL STEPPER	1	170.00	20.00	3,816.00	3,816.00
200201869	NRG HAMMOCK	1	300.00	110.00	5,815.00	5,815.00
200201962	NRG-KB PERCH ALLEY LINK	1	240.00	20.00	2,865.00	2,865.00
200202035	KB SNAKE POLE 2235MM F/LG DK EDGE	1	115.00	26.00	1,478.00	1,478.00
200202051	KB 96" 3-D ROCK CHALLENGE WALL	1	418.00	40.00	3,077.00	3,077.00
200202105	KB 96" HYPERSONIC SLIDE	1	255.00	80.00	2,804.00	2,804.00
200202138	KB INFNTY HI-CLMB 88"(2235 MM)LG DK EDGE	1	260.00	140.00	2,395.00	2,395.00
200202420	KB SILO CLIMBER 2400(96")	1	200.00	90.00	1,622.00	1,622.00
200202433	KB VERTICAL POD CLIMBER 32"	1	95.00	25.00	1,336.00	1,336.00
200202483	KB DECK SQUARE LARGE HOLE 11GA	2	116.00	10.00	942.00	1,884.00
200202485	KB DECK TRIANGLE LARGE HOLE 11GA	2	59.00	7.00	680.00	1,360.00
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA	2	66.00	8.00	578.00	1,156.00
200202492	KB DECK HEX LARGE HOLE 11GA	1	321.00	25.00	2,812.00	2,812.00
200202552	KB TRANS STAT 812 GRD RL 11GA	1	335.00	27.00	3,127.00	3,127.00
200202586	KB LG SQ DK W/RUNG LADD 88" 11GA	1	316.00	67.00	4,011.00	4,011.00
200202861	KIT MAINTENANCE NRG W/O LIST PRICE	1	10.00	0.00	0.00	0.00
200203131	KB QUANTUM II SLIDE 8' SPIRAL RIGHT	1	210.00	162.00	4,527.00	4,527.00
200203333	KB CRAZY STRAW CLIMB 64"	1	125.00	25.00	1,078.00	1,078.00
HW7693-1	HRDW PKG KB LONG DK EDGE 1/1	1	1.00	0.01	13.40	13.40

Biba_Included

Product line: Park Service
 Age group:

Global defaults

BIBA PAINT COLOR

RED

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
9991Z	BIBA ENTRY SIGN	1	45.00	3.50	0.00	0.00
9992Z	BIBA POST MARKERS	1	10.00	1.00	0.00	0.00

RiskSign_Included

Product line: Park Service

Age group:

Global defaults

RISK MGNT SIGN CLR RED

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
116022	LABEL WARNING - PLAYGROUND - ENGLISH	4	0.00	0.00	1.09	4.36
200104307	LABEL AGE APP. (5 TO 12 YRS.)	4	0.00	0.00	3.25	13.00
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	2	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
PIP-SURF-3	PIP RUBBER SURFACE PER SQFT	2118	0.00	0.00	13.00	27,534.00

Totals:

Equipment Weight:	10,122.00 lbs
Equipment Volume:	1,678.91 ft ³
Equipment List:	\$83,115.76
Discount Amount:	-\$33,246.00
Products Subtotal:	\$49,869.76
Products by Other:	\$27,534.00
Installation:	\$23,272.00
Estimated Sales Tax*:	\$0.00
Freight:	\$3,600.40
Grand Total:	\$104,276.16

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

2/25/2019

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 19.01% recycled content

This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



Playgrounds Fun & Easy!

Playworx Playsets, LLC
2550 Sandy Plains Rd
Suite 225 #348
Marietta, GA 30066
Tracy Gill
386-697-4426

**City of
Fernandina Beach
Atlantic Rec Ctr
Option 1**

R0321191023

 **PlayPower**
Inspiring the world to play.



Playgrounds Fun & Easy!

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**City of
 Fernandina Beach
 Atlantic Rec Ctr
 Option 1**

R0321191023





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Playworx Playsets, LLC
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**City of
 Fernandina Beach
 Atlantic Rec Ctr
 Option 1**

R0321191023



General Notes:

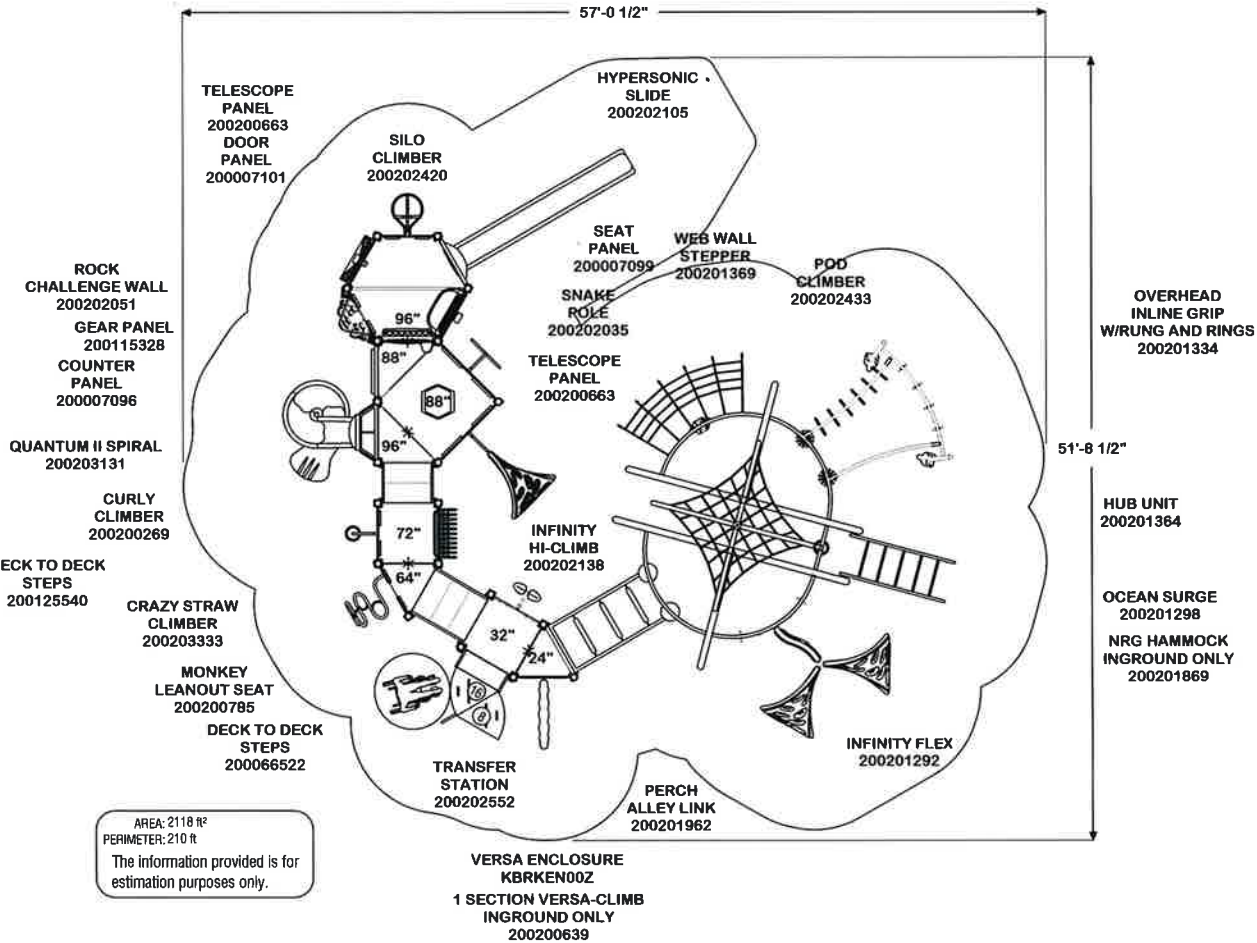
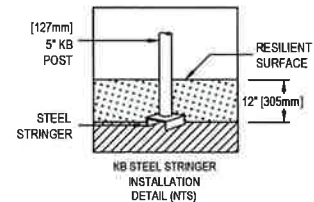
Age Group

☐ 2-5yrs ☒ 5-12 yrs ☐ 12-17yrs ☐ 18+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP: 5-12
ELEVATED PLAY ACTIVITIES - TOTAL: 15
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 15 REQD 0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQD 0
GROUND LEVEL ACTIVITY TYPE: 0 REQD 0
GROUND LEVEL ACTIVITY QUANTITY: 0 REQD 0

Child Capacity: 87



Project:
City of Fernandina Beach Opt 1
Fernandina Beach, FL
LTCPS rep:
Tracy Gill
Playworx Playsets, LLC
(866) 502-5013

Ground Space: 45'-0" x 41'-6"
Protective Area: 57'-6" x 52'-0"

Drawn by: Rich McCarver
Date: 1/31/2019
DWG Name: R0321_43496529124

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Playground Layout Compliance:

- ☒ ASTM F1487 - Playground Equipment for Public Use.
- ☒ CPSC Handbook for Public Playground Safety

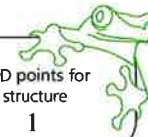
- ☒ This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure

1





PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: R0321191039

Project: R0321_43499852857_03

Bill To:

Wanda Weeks
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3325 (phone)
wwaks@fbfl.org

Project Name & Location:

Attn: MLK Center City of
Fernandina Beach
1200 Elm Street
Fernandina Beach, FL 32034

Prepared by:

Playworx Playsets, LLC

Tracy Gill
Canton, GA 30115
(866) 502-5013 (phone)
Rich@Playworx.com

Ship To Address:

Wanda Weeks
City of Fernandina Beach
MLK Ctr
1200 Elm Street
Fernandina Beach, FL 32034
(904) 310-3325 (phone)
wwaks@fbfl.org

End User:

Wanda Weeks
City of Fernandina Beach
MLK Ctr
1200 Elm Street
Fernandina Beach, FL 32034
(904) 310-3325 (phone)
wwaks@fbfl.org

Quote Number: R0321191039 Source Well Contract Number 0300117-LTS
Quote Date: 2/20/2019
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidBuilders
Age group: 5-12

Global defaults

Aluminum Steering Wheel	BLUE
Entry Slide Color	BLUE
Exit Slide Color	RED
Hang Out Plastic Color	BLUE
InfinityWing Blnk PI Clr	RED
InfinityWing Hand PI Clr	RED
KB Accent Color	YELLOW
KB Overhead Color	YELLOW
KB Slide/Float Stone Clr	RED
KB Vinyl color	Blue
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	RED
Laminated Panel	RED-YELLOW-RED
Rev Spin Body	BLUE
Rev Spin Handle	RED
Section 1 Slide Color	RED
Section 1 Slide Direction	Right Turn Slide Section
Section 2 Slide Color	BLUE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001134	KB DK/DK PLATE 203 MM/8"	5	16.00	0.22	142.00	710.00
200006949	DECK 1-STEP 205MM/8" KB	1	95.00	7.00	805.00	805.00
200006950	DECK 1-STEP 305 MM/12" KB	1	101.00	7.00	805.00	805.00
200006998	KB SNAKE POLE 1220 MM/48"	1	76.00	16.00	768.00	768.00
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0.00
200013797	KB 10' POST PLUS GLV. W/ALUM.CAP	1	67.00	3.00	335.00	335.00
200013800	KB 136" POST PLUS GLV. W/ALUM.CAP	17	77.00	3.00	357.00	6,069.00
200013812	KB 148" POST PLUS GLV. W/ALUM.CAP	6	81.00	2.00	377.00	2,262.00
200015480	KB 5' POST PLUS GLV.W/ALUM. CAP	1	35.00	2.00	259.00	259.00
200015483	KB 164" POST PLUS GLV. W/ALUM.CAP	2	89.00	4.00	416.00	832.00
200079019	KB LEG LIFT BAR	1	6.00	0.22	198.00	198.00
200109865	KBP SAFETY RAIL DKMT	1	50.00	6.00	446.00	446.00
200131014	KB 172" GALV. POST WITH ALUM. CAP	2	102.00	4.00	432.00	864.00
200200393	BRIDGE ARCH 4' SFTY.RL.KB(SMALL HOLES)	1	268.00	9.00	1,756.00	1,756.00
200200401	STEPS DK/DK 610MM W/SFTY RLS F/KB SMLHL	1	200.00	34.00	1,325.00	1,325.00
200200503	PANEL REACH VEHICLE F/KB	1	60.00	2.00	914.00	914.00
200200506	PANEL REACH GEAR F/KB	1	55.00	2.00	1,035.00	1,035.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	1.00	0.00	0.00
200200684	WINGS OF INFINITY OVERHEAD F/KB	1	100.00	12.00	1,435.00	1,435.00
200200785	KB MONKEY LEANOUT SEAT PANEL	2	160.00	31.00	1,501.00	3,002.00
200201294	KB 1220 (48") HULA LOOP	1	176.00	141.00	2,934.00	2,934.00
200202304	KB HANG OUT	1	30.00	3.00	819.00	819.00
200202503	KB DECK SQUARE SMALL HOLE 11GA	5	116.00	10.00	942.00	4,710.00
200202504	KB DECK TRIANGLE SMALL HOLE 11GA	6	59.00	7.00	680.00	4,080.00
200202549	KB TRANS STAT(DK W/LOOP)(SM HL)11GA	1	72.00	10.00	866.00	866.00
200202563	KB TRANS STAT 1220 SFTY RL (SM HL)11GA	1	378.00	31.00	2,947.00	2,947.00
200202720	NU-EDGE STUMP PINE SHORT F/KB	1	40.00	3.00	508.00	508.00
200202721	NU-EDGE STUMP BIRCH MEDIUM F/KB	1	50.00	4.00	636.00	636.00
200202741	NU-EDGE LOG SLICE CLIMB 1220MM(48") F/KB	1	130.00	6.00	2,098.00	2,098.00
200202779	NU-EDGE ARCH LOG CLIMB 1420MM(56") F/KB	1	120.00	6.00	1,916.00	1,916.00
200202813	MEDIUM FUN ROCK F/KB 48" DECK(ING)	1	293.00	95.00	10,548.00	10,548.00
				0		
200202961	NU-EDGE 8' PLANK BRIDGE F/KB	1	150.00	7.00	5,448.00	5,448.00
200203226	KB ELECTRONIC ANIMAL PANEL DKMT	1	45.00	1.00	2,225.00	2,225.00
200203266	KB 64" QUANTUM II SLIDE	1	165.00	32.00	3,064.00	3,064.00
200203266	KB 64" QUANTUM II SLIDE	1	165.00	32.00	3,064.00	3,064.00
	Section 1 Slide Direction: Left Turn Slide Section					
200203413	REVOLUTION INCLUSIVE SPINNER	1	1,000.00	400.00	4,517.00	4,517.00
200203416	NU-EDGE-X INFLUX CLIMB 48" F/KB	1	300.00	75.00	3,082.00	3,082.00
200203417	NUEDGE-X LUMBERJACK CLIMB 64" KB W/WIRE	1	375.00	28.00	3,221.00	3,221.00
200203419	NUEDGE-X PLANK CLIMB D2D 64" F/KB W/WIRE	1	1,100.00	90.00	6,161.00	6,161.00
200203470	KB ACTIVITY PANEL FRAME DKMT	1	15.00	0.70	368.00	368.00
200203478	ACTIVITY PANEL FOUR-THE-WIN INSERT	2	30.00	1.25	849.00	1,698.00
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	2	1.00	0.00	14.85	29.70

Biba_Included

Product line: Park Service

Age group:

Global defaults

BIBA PAINT COLOR

FOREST GREEN

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
9991Z	BIBA ENTRY SIGN	1	45.00	3.50	0.00	0.00

RiskSign_Included

Product line: Park Service
Age group:

Global defaults

RISK MGNT SIGN CLR FOREST GREEN

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
116022	LABEL WARNING - PLAYGROUND - ENGLISH	7	0.00	0.00	1.09	7.63
200104307	LABEL AGE APP. (5 TO 12 YRS.)	7	0.00	0.00	3.25	22.75
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
PIP-SURF-3	PIP RUBBER SURFACE PER SQFT	2039	0.00	0.00	13.00	26,507.00

Totals:

Equipment Weight:	11,283.00 lbs
Equipment Volume:	1,307.38 ft ³
Equipment List:	\$88,790.08
Discount Amount:	-\$35,516.00
Products Subtotal:	\$53,274.08
Products by Other:	\$26,507.00
Installation:	\$24,861.00
Estimated Sales Tax*:	\$0.00
Freight:	\$4,013.36
Grand Total:	\$108,655.44

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.

Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

40% Replacement

This playground contains 10.69% recycled content
This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



Playgrounds Fun & Easy!

Playworx Playsets, LLC
 2550 Sandy Plains Rd
 Suite 225 #348
 Marietta, GA 30066
Tracy Gill
 386-697-4426

**City of
 Fernandina Beach
 MLK Center
 Option 2 Rev 2**

R0321191039





(866) 502-5013

Playworx.com

Little Tikes **COMMERCIAL**

Playgrounds Fun & Easy!

Playworx Playsets, LLC

2550 Sandy Plains Rd

Suite 225 #348

Marietta, GA 30066

Tracy Gill

386-697-4426

**City of
Fernandina Beach
MLK Center
Option 2 Rev 2**

R0321191039

 **PlayPower**
Inspiring the world to play.

General Notes:

Age Group

☐ 2-5yrs ☒ 5-12 yrs ☐ 12-17yrs ☐ 18+ yrs

- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
- For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
- Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
- All deck heights are measured from top of ground cover.
- Fall absorbing ground cover is required under and around all play equipment.
- The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
- All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
- Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP: 5-12
ELEVATED PLAY ACTIVITIES - TOTAL: 15
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 7 REQ'D 8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 9
GROUND LEVEL ACTIVITY TYPE: 0 REQ'D 3
GROUND LEVEL QUANTITY: 8 REQ'D 5

Child Capacity: 81

ACTIVITY PANEL (DM) W/ FOUR-THE-WIN INSERT (\$1,181)
200203470

FOUR-THE-WIN INSERT
200203478

ANIMAL SOUNDS
PANEL
200203226

9 BAR
SAFETY RAIL
200109865

EXISTING 46' X 38' SHADE STRUCTURE

HANG
OUT
200202304

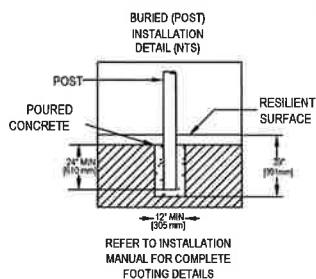
QUANTUM II SLIDE
200203266

QUANTUM II SLIDE
200203266

INST KB NU-EDGE X LUMBERJACK WWIRE
200203417

INCLUSIVE
SPINNER
200203413

AREA: 2039 ft²
PERIMETER: 194 ft
The information provided is for
estimation purposes only.



Playground Layout Compliance:

- ☒ ASTM F1487 - Playground Equipment for Public Use.
- ☒ CPSC Handbook for Public Playground Safety

- ☒ This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for
this structure

1



Project:
MLK Center Option 2 Rev 2
Fernandina Beach, FL
LTCPS rep:
Tracy Gill
Playworx Playsets, LLC
(866) 502-5013

Ground Space: 492'-6" x 468'-6"
Protective Area: 53'-6" x 62'-0"

Drawn by: Rich McCarver
Date: 2/19/2019
DWG Name: R0321_43499852857

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Nan Voit

From: Felicia Giannini
Sent: Tuesday, March 12, 2019 8:29 PM
To: Nan Voit
Subject: Fwd: City of Fernandina Beach Ref-Sourcewell Contract
Attachments: image001.png

Sent from my iPhone

Begin forwarded message:

From: Tracy Gill <tracy@playworx.com>
Date: March 12, 2019 at 6:29:24 PM EDT
To: Felicia Giannini <fgiannini@fbfl.org>
Cc: Dave Howard <dave@playworx.com>
Subject: City of Fernandina Beach Ref-Sourcewell Contract

Hi Felicia,

To follow up on our conversations today. The NJPA contract has changed its name to Sourcewell ...see link verification <https://www.sourcewell-mn.gov/>

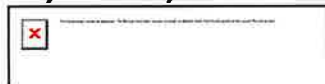
Your customer account number will remain the same. The payments for both playgrounds will need to be sent to (Playpower -Little Tikes) @-

PlayPower LT Farmington, Inc.
PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

We (Playworx Playsets) are their representative in Fl. Ga and handle sales and installations. Thanks and please contact me with any additional questions.

Best Regards,

Tracy Gill
386-697-4426
Playworx Playsets



Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: PlayPower, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature:

A handwritten signature in blue ink, appearing to be "M. H.", is written over the signature line.

Date:

2/23/17

NJPA's clarification on exceptions listed above:



Contract Award
RFP #030117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

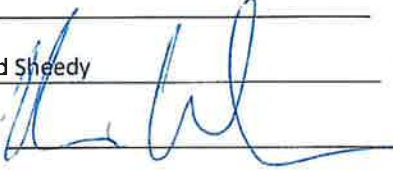
In compliance with the Request for Proposal (RFP) for **RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: PlayPower, Inc. Date: February 23, 2017

Company Address: 11515 Vanstory Drive #100

City: Huntersville State: NC Zip: 28078

Contact Person: David Sheedy Title: Director of Sales

Authorized Signature:  Kevin Walker
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 030117-LTS

Proposer's full legal name: PlayPower, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

NJPA Contract # 030117-LTS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name PLAYPOWER, INC.

Authorized Signatory's Title Chief Financial Officer



VENDOR AUTHORIZED SIGNATURE

MICHAEL A. PRUSS

(NAME PRINTED OR TYPED)

Executed on April 17, 2017

NJPA Contract # 030117-LTS

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: PlayPower, Inc.

Address: 11515 Vanstory Drive #100

City/State/Zip: Huntersville, NC 28078

Telephone Number: 704-949-1600

E-mail Address: kevin.walker@playpower.com

Authorized Signature: 

Authorized Name (printed): Kevin Walker

Title: Sales Administration / Customer Service Manager

Date: Feb 23, 2017

Notarized

Subscribed and sworn to before me this 17th day of Feb., 20 17

Notary Public in and for the County of Lawrence State of MO

My commission expires: April 13, 2018

Signature: 



KIM ADAMS
My Commission Expires
April 13, 2018
Lawrence County
Commission #14435117



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: PlayPower, Inc

Questionnaire completed by: David Sheedy, Julie Davis

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30 days upon invoicing

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

PlayPower has partnered with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

PlayPower most often will invoice NJPA members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's NJPA contract number and the NJPA Member number. The proposed process will follow our current NJPA process that requires orders to be coded as an NJPA order at the time of submission.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$20,000 so the real benefits of P-card would not be recognized.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

All PlayPower products offer a world class warranty that covers both manufacturing defects and workmanship. See each of our brand's warranty certificates attached separately to this RFP submittal.

- Do your warranties cover all products, parts, and labor?

As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

All PlayPower brands can provide warranty repairs in all regions of the United States.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.

- What are your proposed exchange and return programs and policies?

While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, Playpower requires a 30% restocking fee for returns and exchanges.

- 6) Describe any service contract options for the items included in your proposal.

All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to service and repair our products. All warranty and service work will be coordinated between the NJPA member and our representatives.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

A good family can make all the difference - so we would like you to meet one of the greatest families in the world: PlayPower. We lead the world in recreation equipment manufacturing - everything from commercial playgrounds, park & site amenities, fitness equipment, and shade, to floating modular boat docks and safety surfacing. All professionally supported by representatives all over North America (and the world for that matter) to meet NJPA Members' needs.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and

product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Due to the size and scope of our product offering along with seven separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to that document.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

As stated above, due to the size and scope of our product offering along with seven separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to that document.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume Rebates (per calendar year):

- \$500,000 - \$999,999 - 1% rebate
- \$1,000,000 - \$1,499,99 - 2% rebate
- \$1,500,000+ - 3% rebate

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Any additional freight cost will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the NJ PA member during the quote process.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case in the 48 contiguous United States, freight is the responsibility of the NJPA member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the NJ PA member during the quote process.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Where it makes sense, we use **Intermodal freight transport** which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

- PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a NJPA project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance.
- All NJPA orders are also reviewed manually for compliance to ensure minimum NJPA pricing discounts and are entered with a NJPA code to ensure proper reporting and administrative fee.
- In addition, management reviews total amount of NJPA sales for accuracy and in addition, evaluates representatives' performance selling the NJPA contract on an annual basis.
- NJPA sales tracking is included in PlayPower's corporate budgeting process.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to NJPA members directly from PlayPower or through our independent representative/distributor/dealer network.

Industry-Specific Questions

19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.

Playground equipment, recreation and aquatic/beach

20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).

PlayPower offers solutions in all categories/sub-categories with the exception of ice arena products

21) Rank any subcategories you fit into (c.g., 1-5) based on how strongly you are positioned within each.

1. Playgrounds
2. Shade
3. Outdoor Exercise Equipment
4. Site Amenities & Site Furnishings
5. Recreation
6. Playground Surfacing
7. Bike Racks
8. Aquatic, beach, trail – Docks
9. Skate Park
10. Shelters

22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:

- Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant.
- GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands.
- Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements.
- Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors.
- Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers.
- Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual look and feel of real rocks, trees and stumps. This product is unlike any other.
- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness.

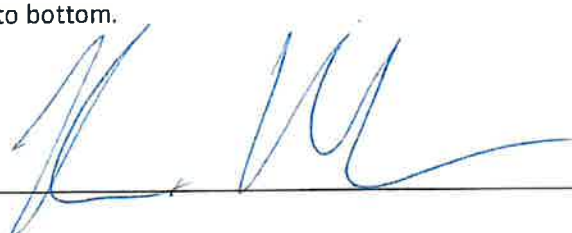
Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.

- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayPod. This innovative service employs Microsoft Tag to provide 24/7 mobile access to useful information for both maintenance professionals and anyone using the equipment. PlayPod delivers a playground ownership experience unmatched in the industry. It provides instant access to individualized installation and maintenance data and customer service links as well as fun play tips. PlayPod is a value-added service that works when users download the free Tag mobile app to a smartphone.
- BIBA Play, our fun-inspired mobile smartphone play application, while fun for kids and caretakers, is a data-capture system which allows NJPA members to capture data about their playgrounds for such things as playground usage habits, like time of day, gender usage, component usage, demographics and really endless other data. This yields big insight for NJPA members regarding information about their playgrounds. No other manufacturers offers this.

23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

In coordination with our vast array of local representatives, distributors and dealers, we offer a solution for NJPA members from the design phase of their project all the way through the installation. We always design for no cost to the NJPA member which differentiates us from some other competitors. PlayCreator, our proprietary software that no other manufacturer has, allows us to design for safety and standards. Our representatives manage projects through the construction phase, whether we are coordinating that work or whether it is being coordinated by the NJPA member. Some other manufacturers work on a "supply only" basis and do not offer this. And once the project is complete, our representatives can offer maintenance. In addition, all of our outdoor play representatives and installers are Certified Playground Safety Inspectors (CPSI) and can provide safety inspections for NJPA members for all of their playgrounds, whether they were manufactured by PlayPower or not. We know what NJPA members expect and we have them covered from top to bottom.

Signature: _____



Date: _____

2/23/17



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

QUOTE
#84703

01/25/2019

Amelia Pre-School Playground - 1-25-2019

City of Fernandina Beach Parks & Recreation
 Attn: Nan Voit
 2500 Atlantic Avenue
 Fernandina Beach, FL 32034
 Phone: 904-277-7305
 nvoit@fbfl.org

Ship To Zip: 32034

Atlantic Center

Quantity	Part #	Description	Unit Price	Amount
1	178749	Game Time - Owner's Kit	\$55.00	\$55.00
1	RDU	Game Time - PrimeTime System	\$39,027.95	\$39,027.95
		(4) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(3) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'		
		(2) 12068 -- 3 1/2"Uprt Ass'Y Alum 13'		
		(3) 12069 -- 3 1/2"Uprt Ass'Y Alum 14'		
		(1) 12421 -- Store Panel Enclosure		
		(1) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(1) 18679 -- Bongos		
		(1) 18766 -- Fun Seat 36"		
		(1) 19005 -- Transfer System W/Barrier (2' Rise)		
		(1) 19036 -- Optional Access Step (4')		
		(1) 19158 -- Zoo Panel		
		(1) 19250 -- Hour Glass (3' Thru 5')		
		(1) 19255 -- Scramble Up (5'6" & 6')		
		(1) 19286 -- Transfer Platform W/ Guardrail 4'		
		(2) 19289 -- Two Piece Hex Deck		
		(1) 19313 -- Stego Climber 8'		
		(1) 19355 -- 4'-0"/5'-0" Dbl Bubble Climber Attach		
		(1) 19363 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(2) 19387 -- Right Curve Section Wilderslide li		
		(1) 19391 -- Support Wilderslide li		
		(1) 19418 -- Walk-In Double Fun-L Up (Link)		
		(1) 19423 -- Over N Under		
		(1) 19424 -- Long Exit (Use On 7' & 8' Slides)		
		(1) 19460 -- Spectacle Climber 6' - 6'6"		
		(1) 19752 -- Traverse Climber		
		(1) 19779 -- Weeble Climber 3'6/4'0		
		(2) 32022 -- Hex Pod Step (1')		
		(1) 32023 -- Hex Pod Step (2')		
		(1) 32076 -- Trinet (Med) W/Pt Connection		

Amelia Pre-School Playground - 1-25-2019

QUOTE
#84703

01/25/2019

Quantity	Stock ID	Description	Unit Price	Amount
		(4) G12069 -- 3 1/2"Uprrt Ass'Y Galv 14'		
1	564	Game Time - Curved Balance Beam	\$625.80	\$625.80
1	3205	Game Time - Spinning Sensory Wave Seat	\$920.64	\$920.64
1	6415	Game Time - F/S Space Loop Climb	\$2,819.04	\$2,819.04
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$16,800.00	\$16,800.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2017 6th Ed Building Code Drawings	\$995.00	\$995.00
1	Permits	5-Star Plus - Building Permits - <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>	\$1,250.00	\$1,250.00
260	INSTALL	GT-Impax - Concrete Curb (ln. ft.) - 4" Wide - Not Reinforced	\$28.64	\$7,446.40
15	INSTALL	GT-Impax - Concrete Sidewalk - 5 feet wide (per ln. ft. of path)	\$35.00	\$525.00
2200	INSTALL	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.) - <i>Warranty to match Surfacing Warranty (5-years). Installed per specification of Unitary Surfacing requirements.</i>	\$3.50	\$7,700.00
2200	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height - 50% Standard Color - Aromatic Binder - 1/2" EPDM Cap - 5-year warranty	\$16.20	\$35,640.00
35	Curb	GT-Impax - Concrete Curb (ln. ft.) - Beveled Edge Curb -	\$28.64	\$1,002.40

EWf Safety surfacing by owner.

Contract: USC

SubTotal: \$114,807.23
Freight: \$1,925.59
Total Amount: \$116,732.82

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robdom@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.
All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.
For more information on the Omnia Partners / U.S. Communities contract please visit www.uscommunities.org/gametime

Amelia Pre-School Playground - 1-25-2019

QUOTE
#84703

01/25/2019

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of order (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process does not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$116,732.82**



A PLAYCORE COMPANY

www.gametime.com

Atlantic Center Daycare

Fernandina Beach, FL



www.playdrp.com



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

QUOTE
#84434

12/11/2018

MLK Park Playground ~ Revised

City of Fernandina Beach Parks & Recreation
 Attn: Nan Voit
 2500 Atlantic Avenue
 Fernandina Beach, FL 32034
 Phone: 904-277-7305
 nvoit@fbfl.org

Ship To Zip: 32771

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - Custom PrimeTime System - ages 5-12	\$56,652.00	\$56,652.00
1	18826	Game Time - Primetime Swing 3 1/2" X 8'	\$1,215.00	\$1,215.00
2	SS8696	Game Time - Encl Tot Seat 3 1/2"/8' High W/ Clevis	\$331.00	\$662.00
1	18827	Game Time - Primetime Swing Add A Bay 3 1/2" X 8'	\$752.00	\$752.00
2	SS8910	Game Time - Belt Seat 3 1/2" /8' W/Clevis	\$277.00	\$554.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$15,690.00	\$15,690.00
255	Curb	GT-Impax - Concrete Curb (ln. ft.) - 4" Wide - Not Reinforced	\$28.64	\$7,303.20
1870	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.) - <i>Warranty to match Surfacing Warranty (5-years). Installed per specification of Unitary Surfacing requirements.</i>	\$3.50	\$6,545.00
40	Curb	GT-Impax - Concrete Curb (ln. ft.) Beveled Edge Curb - 4" Wide - Not Reinforced	\$28.64	\$1,145.60
1930	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height - <i>50% Standard Color - Aromatic Binder - 1/2" EPDM Cap - 5-year warranty</i> <i>include 40 lf of beveled edge to EWF</i>	\$16.65	\$32,134.50
1	Sealed	5-Star Plus - Signed/Sealed FBC 2017 6th Ed Building Code Drawings	\$995.00	\$995.00



MLK Park Playground ~ Revised

QUOTE
#84434

12/11/2018

Quantity	Part #	Description	Unit Price	Amount
1	Permits	5-Star Plus - Building Permits - <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>	\$1,250.00	\$1,250.00

* * * Removal of existing equipment and footers by owner. Removal of existing EWF / digout site prep by owner. * * *

SubTotal: \$124,898.30
Discount: (\$19,417.97)
Freight: \$3,232.45

Site access for construction equipment and staging area must be provided by owner.

Total Amount: \$108,712.78

EWF by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days** after receipt of order (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process does not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

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This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

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Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

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RiskSign_Included

Product line: Park Service

Age group:

Global defaults

RISK MGNT SIGN CLR

FOREST GREEN

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
116022	LABEL WARNING - PLAYGROUND - ENGLISH	6	0.00	0.00	1.09	6.54
200104307	LABEL AGE APP. (5 TO 12 YRS.)	6	0.00	0.00	3.25	19.50
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
PIP-SURF-3	PIP RUBBER SURFACE PER SQFT	2023	0.00	0.00	13.00	26,299.00

Totals:

Equipment Weight:	11,360.00 lbs
Equipment Volume:	1,275.18 ft ³
Equipment List:	\$89,119.74
Discount Amount:	-\$35,648.00
Products Subtotal:	\$53,471.74
Products by Other:	\$26,299.00
Installation:	\$24,954.00
Estimated Sales Tax*:	\$0.00
Freight:	\$4,040.75
Grand Total:	\$108,765.49

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 10.60% recycled content
This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO

PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



A PLAYCORE COMPANY

www.gametime.com

MLK Jr. Park Playground Fernandina Beach, FL



www.playdrp.com



Recreational
Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

02/21/19

Job Number: 13710

Phase: Opt 2

Revision:

Client: City of Fernandina Beach
204 Ash Street
Fernandina Beach FL 32034

Job: MLK Recreation Center
2500 Atlantic Avenue
Fernandina Beach FL 32034

Contact: Felicia Giannini Phone: 904-310-3364 Fax: Email: fgiannini@fbfl.org

Sales Rep: Nicole Peacock Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
350-1901	ON a ROLL	1	\$34,829.00	\$34,829.00
350-1714	350-1714	1	\$12,000.00	\$12,000.00
MOD-191	MOD-191	1	\$8,542.00	\$8,542.00
Discount	Sourcewell/NJPA Contract	-1	\$9,407.10	-\$9,407.10
Subtotal:				\$45,963.90
2 Freight				
Freight	Playworld Freight	1	\$3,100.00	\$3,100.00
Subtotal:				\$3,100.00
3 Installation				
PSI Installation	Installation of Playworld Equipment	1	\$14,950.17	\$14,950.17
Vitriturf	Provide and Install 2,296 SF of PIP @ 3.5" - 50/50 Color/Black w/ TK System	1	\$36,279.00	\$36,279.00
Subtotal:				\$51,229.17
Grand Totals:				\$100,293.07

Notes: Please review terms page for installation information.

*Customer is responsible for site prep.



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Products & Services

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Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

Client: City of Fernandina Beach
204 Ash Street
Fernandina Beach FL 32034

QUOTATION

02/21/2019
Job Number: 13710
Phase: Opt 2
Revision:
Job: MLK Recreation Center
2500 Atlantic Avenue
Fernandina Beach FL 32034

General Terms:

Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed per manufacturer’s instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- Add 5% (minimum \$1,500) to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE – All zoning, planning, environmental, etc. permits and approvals are the responsibility of others as well as any required site plans. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready.)
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment and Materials per Manufacturer’s Instructions
- Trash Clean Up (Leave on site.)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- Trash Disposal – Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.). \$500.00 Charge will apply if Customer wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation, Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

General Notes

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature: X Date: _____ P.O.#: _____

PLAYMORE

Recreational Products & Services

Florida Licensed Contractor
CBC1252224

This quote is provided by a **Licensed and Insured Company**, a protection for you, our customer. Playmore Recreational Products and Services holds a Certified Building Contractor's license.

CBC1252224

Did you know it's actually against the law for a playground company to accept a contract for installation of playground equipment unless they are licensed? It's true.

Many of our competitors are not licensed contractors, and by law are only allowed to supply materials and equipment. However, they accept contracts for installation services, and then hire third-party licensed contractors. This is unlicensed contracting.

Florida Statute 489.105.(6) is very clear on the matter:

"The attempted sale of contracting services and the negotiation or bid for a contract on these services also constitutes contracting. If the services offered require licensure or agent qualification, the offering, negotiation for a bid, or attempted sale of these services requires the corresponding licensure."

We encourage you to use licensed contractors on all you upcoming installation projects. Ask for a copy of the license from the company you are contracting with. Make sure they are listed by name on the license, not a third-party contractor.





MLK Rec. Center Option 2

Fernandina Beach, FL

19-0417B

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
Blue	Blue	Red-Yellow	Blue
Red	Red		
Yellow			
ROPE, BOULDERS & SHADE			
		Red	Black



MLK Rec. Center Option 2

Fernandina Beach, FL

19-0417B

Sales Representative

PLAYMORE

Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD

The world needs play.

POST & COMPONENT

Blue
Red
Yellow

ROTOMOLD PLASTIC

Blue
Red

2-COLOR PLASTIC

Red-Yellow

ECO-ARMOR

Blue

ROPE, BOULDERS & SHADE

Red Black



PLAYWORLD®

Playmore Recreational
Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

EQUIPMENT SIZE:
26'5" x 20'10" x 11'4"

USE ZONE:
39'7" x 79'0"

AREA: **2296 SqFt.** PERIMETER: **201 Ft.**

FALL HEIGHT:
8 Ft.

USER CAPACITY: **59** AGE GROUP: **5-12**

ADA SCHEDULE	Total Elevated Play Activities: 6		
	Total Ground-Level Play Activities: 7		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	3	2	2
Provided	6	7	3

✓ ASTM F1487-17
✓ CPSC #325

PROJECT NO: 19-0417B.PLM	SCALE: 1/8"=1'-0"
DRAWN BY: B. MCCAFFERY	Paper Size B
DATE: 15-FEB-19	

MLK REC. CENTER OPT. 2
FERNANDINA BEACH, FL

*PLAYGROUND SUPERVISION REQUIRED



Recreational
Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

02/21/19

Job Number: 13713

Phase: Opt 1

Revision:

Client: City of Fernandina Beach
204 Ash Street
Fernandina Beach FL 32034

Job: Atlantic Recreation Center
2500 Atlantic Avenue
Fernandina Beach FL 32034

Contact: Felicia Giannini Phone: 904-310-3364 Fax: Email: fgiannini@fbfl.org

Sales Rep: Nicole Peacock Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
350-1909	GeoScramble	1	\$58,036.00	\$58,036.00
Discount	Sourcewell/NJPA Contract	-1	\$5,803.60	-\$5,803.60
Subtotal:				\$52,232.40
2 Freight				
Freight	Playworld Freight	1	\$3,289.00	\$3,289.00
Subtotal:				\$3,289.00
3 Installation				
PSI Installation	Installation of Playworld Equipment	1	\$15,669.72	\$15,669.72
Installation	Provide and Install 2,017 SF of PIP @ 3.5" - 50/50 Color/Black w/ TK System	1	\$31,869.00	\$31,869.00
Subtotal:				\$47,538.72
Grand Totals:				\$103,060.12

Notes: Please review terms page for installation information.

*Customer is responsible for site prep.



Recreational
Products & Services

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(888) 886-3757 toll free
www.playmoreonline.com

Client: City of Fernandina Beach
204 Ash Street
Fernandina Beach FL 32034

QUOTATION

02/21/2019
Job Number: 13713
Phase: Opt 1
Revision:
Job: Atlantic Recreation Center
2500 Atlantic Avenue
Fernandina Beach FL 32034

- General Terms:**
Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:
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 - Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
 - Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
 - If the customer is installing equipment, all equipment is to be installed per manufacturer's instructions and applicable guidelines.
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- Building Permits:**
Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.
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- Standard Services Include:**
- | | |
|---|--|
| <ul style="list-style-type: none">• Shipping Notification/Receiving Instructions• Pre-Installation On-Site Meeting• Underground Utility Check (Sunshine State One Call)• Accept Delivery and Unload Equipment (If site is ready.)• Moving New Equipment at Job Site | <ul style="list-style-type: none">• Layout of Equipment• Installation of Equipment and Materials per Manufacturer's Instructions• Trash Clean Up (Leave on site.)• Post-Installation Walk Through• Maintenance Explanation |
|---|--|

- Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):**
- Trash Disposal – Dumpsters or Off Site Disposal.
 - Accept Delivery and Unload Equipment (If site is not ready.). \$500.00 Charge will apply if Customer wants Installers to Unload.
 - Provide Area for Storage and Staging.
 - Secure Site and Equipment.

- Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):**
- Removal of Existing Equipment.
 - Site Preparation, Grading, Drainage Systems, etc.
 - Engineered Drawings for Purchased Equipment.
 - Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

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General Notes
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

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Acceptance Signature: X Date: P.O.#

PLAYMORE

Recreational Products & Services

Florida Licensed Contractor
CBC1252224

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CBC1252224

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Atlantic Recreation Center Opt 1

19-0411A

Sales Representative

PLAYMORE

**Recreational
Products & Services**

Equipment Manufacturer

PLAYWORLD

The world needs play.

POST & COMPONENT

Red
Yellow

ROTOMOLD PLASTIC

Blue

2-COLOR PLASTIC

Blue-Sand

ECO-ARMOR

Brown

ROPE, BOULDERS & SHADE

Red



Atlantic Recreation Center Opt 1

Sales Representative
PLAYMORE
 Recreational
 Products & Services

Equipment Manufacturer
PLAYWORLD
 The world needs play.

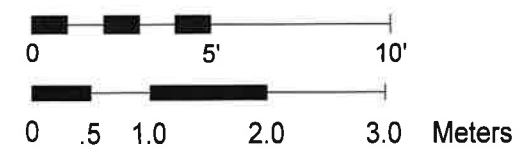
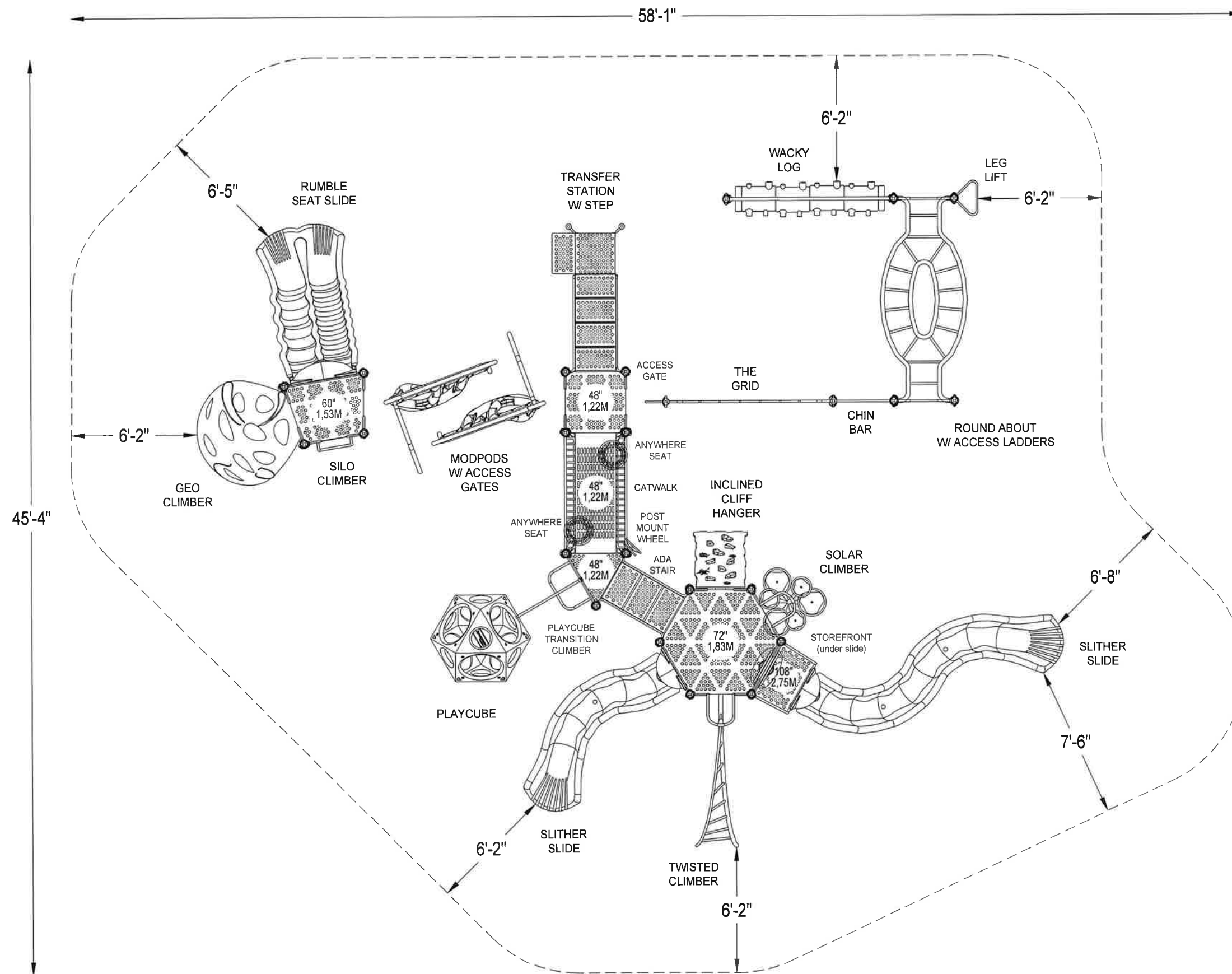
POST & COMPONENT
 Red
 Yellow

ROTOMOLD PLASTIC
 Blue

2-COLOR PLASTIC
 Blue-Sand

ECO-ARMOR
 Brown

ROPE, BOULDERS & SHADE
 Red



*PLAYGROUND SUPERVISION REQUIRED



Playmore Recreational
Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

EQUIPMENT SIZE:
43' X 33' X 15'

USE ZONE:
58'1" X 45'4"

AREA:
2017 SqFt.

PERIMETER:
170 Ft.

FALL HEIGHT:
9 Ft.

USER CAPACITY:
70

AGE GROUP:
5-12

ADA SCHEDULE	Total Elevated Play Activities: 12		
	Total Ground-Level Play Activities: 9		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
	Required	6	4
Provided	11	5	4

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO: 19-0411A	SCALE: 3/16"=1'-0"
DRAWN BY: CARL OBERDORF	Paper Size B
DATE: 13-FEB-19	

ATLANTIC RECREATION CENTER OPT 1

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2019-09
Code Amendment - Beach Parking Hours

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-09 at First Reading.

SYNOPSIS: Per the City Commission's comments at the March 5, 2019, City Commission meeting, this item amends the current Ordinance for beach parking to prohibit parking from the hours of 9:00 p.m. to 6:00 a.m. at the Sadler Road beach access.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-09 at First Reading.

Tammi E. Bach, City Attorney 3/15/2019

Dale Martin, City Manager 3/22/2019

Tammi E. Bach, City Attorney 3/26/2019

Date: March 12, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2019-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; AMENDING SECTION 90-48 TRAFFIC REGULATIONS; SPEED LIMIT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. It is hereby proposed that Article II, In General, Section 90-48 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 90-48. – Traffic regulations; speed limit.

(a) It shall be unlawful for traffic to proceed on the Atlantic Ocean beaches except as follows:

- (1) There shall be no vehicular driving except in those areas designated by the city commission.
- (2) No vehicular traffic shall be permitted except at the designated parking area at the Sadler Road access.
- (3) There shall be a designated parking area for vehicular traffic that shall extend from the south boundary line of the Sadler Road right-of-way to a point approximately 375 feet south and terminating at the south line of public beach access #21 and extending approximately 225 feet north from the north boundary line of the Sadler Road right-of-way along the Atlantic Ocean beach. There shall be no parking permitted within the Sadler Road right-of-way as it extends to the mean high water line of the Atlantic Ocean beach. This designated parking area may be changed, based upon demand, by action of the city commission; provided, however, that such areas may not be reduced without a prior study and determination of a demonstrated need for such reduced area.
 - a. In the above-described parking area only, there shall be established an emergency access ~~lane area~~ for the use of first responders, lifeguards and official personnel where ~~sunbathing~~, parking and vehicular traffic is prohibited. This emergency access area shall extend seaward from Sadler Road to the Atlantic Ocean and shall be no less than 15 feet wide. Routine vehicle traffic accessing the beach for the purpose of parking shall drive north or south within the designated parking area, maintaining a distance of 12 feet from ~~be measured from the toe of the primary frontal dune (as defined by the Federal Emergency Management Agency-FEMA) or terminus of any manmade structure seaward a distance of 25 feet, as established in the sole discretion of the city.~~ No vehicular traffic shall be permitted except at the designated parking area at the Sadler Road access. Vehicles must drive directly to a point where parking is available, and no joyriding, cruising, or circling the beach is permitted. Motorists utilizing beach parking must enter and exit the designated parking area as directly and safely as possible.

- b. In accordance with the 1973 Endangered Species Act and Florida Marine Turtle Protection Act, special care shall be taken to ensure the welfare of endangered species on the beach. Any harassment, harm, pursuing, capture, collection, intentional or not intentional, is prohibited. ~~No beach parking as authorized above shall be permitted from sunset until 9:00 a.m. during sea turtle nesting season, from May 1 through October 31 of each year.~~ Vehicles may not park or drive within five feet of a marked sea turtle nest.
 - c. No beach parking as authorized above shall be permitted from 9:00 p.m. to 6:00 a.m. year-round.
- (b) It is unlawful to exceed the vehicular speed limit five miles per hour, or to operate a vehicle in a careless or reckless manner on the Atlantic Ocean beaches. By resolution, the speed limit may be reduced upon determination of the city police department or the proper authorities.

SECTION 2. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

ORDAINED this 7th day of May, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Code Enforcement and Appeal Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment.

SYNOPSIS: In accordance with Code of Ordinances Section 2-383(a) the City Commission shall appoint members to the Code Enforcement and Appeals Board (CEAB). Presently, the CEAB has one Alternate #1 vacancy with an unexpired term ending May 2019.

Ms. Nicole Kresse submitted a Board/Committee Member Application expressing interest in serving on the CEAB. At its March 7, 2019 meeting, the CEAB unanimously voted to recommend Ms. Kresse to serve as Alternate #1.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Ms. Nicole Kresse to a three-year term ending May, 2022.

Michelle Forstrom, Code Enforcement Director	3/8/2019
Caroline Best, City Clerk	3/19/2019
Nicole Bednar, Administrative Services Manager	3/21/2019
Dale Martin, City Manager	3/22/2019

Date: March 08, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

Katie Newton

From: Michelle Forstrom
Sent: Thursday, February 7, 2019 10:59 AM
To: Katie Newton
Subject: FW: Online Form Submittal: Advisory Board/Committee Application

Follow Up Flag: Follow up
Flag Status: Flagged



Michelle D. Forstrom
Code Enforcement Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Main Phone: (904) 310-3440
Direct Line: (904) 310-3441
mforstrom@fbfl.city
www.fbfl.us/code

In Pursuit of Health, Safety & Quality of Community

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Caroline Best
Sent: Thursday, February 07, 2019 9:27 AM
To: nicolemkresse@gmail.com
Cc: Kim Briley; Michelle Forstrom
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Dear Ms. Kresse,

Thank you for your interest in serving on the Code Enforcement and Appeals Board (CEAB). In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your application has been forwarded to Code Enforcement Director Michelle Forstrom (copied herein) who serves as staff liaison to the CEAB. Ms. Forstrom will have your application placed on the next available CEAB agenda for consideration. Upon CEAB approval your application will move to the City Commission for their honorable consideration.

Again, thank you for your interest in serving and please don't hesitate to contact me with any questions.

Sincerely,

Caroline Best, CMC
City Clerk

204 Ash Street
Fernandina Beach, Florida 32034
Office (904) 310-3115

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

P Go Green: Please don't print this unless its really necessary

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, February 6, 2019 9:21 PM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Nicole Kresse
Home Mailing Street Address	2408 1st Ave
City	Fernandina Beach
Zip Code	32034
Primary Phone	910-545-5650
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	nicolemkresse@gmail.com
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Employer	Chemonics International, Inc.
Position Title	Manager
Business Address	1717 H St NW
City	Washington, DC
Zip	20006
Select the board you are applying for:	Board of Adjustment
Additional board that you are applying for:	Code Enforcement & Appeals Board
Why are you interested in serving on this Board? Please explain.	I'm excited for the opportunity to continue to serve my community and recognize the value that my organizational and project management oriented skills could offer to both the Board and the citizens of Fernandina Beach. I work remotely from my home for a DC-based company that does international development projects all over the world and have a desire to better integrate into this community and serve with a skill-set that I think would add benefit. Since moving here from DC a few years ago, I've looked for areas to continue my life of service in my new home. I'm involved with America's Youth as a tutor and an active member of Christwalk church, but I'm looking for other areas where I can support the growth and well-being of the community. Participating in an advisory board seems like a great way for me to serve the city, be actively involved in the goings-on in Fernandina, and learn more about how things work here. I'm very happy and fortunate to live here and am invested in seeing this city be the best that it can for all of its citizens. In full transparency, I would like to disclose that I do travel for my job from time to time. While I would make every effort to not miss any sessions and to work around the Board meetings, that may not be feasible 100% of the time. That being said, I am committed to fulfill the responsibilities of this role and to serve the community of Fernandina Beach.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	2.5 years

Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No
	<i>Field not completed.</i>
If yes, please provide details:	
Major Affiliations:	
List community, professional, or other applicable policy-making Boards on which you have served. Note the length of service and office held (if any):	Previously, I've served as Steering Committee Member for Youth United of Habitat for Humanity and on the Student Advisory Board of my MBA program at Texas A&M University. Additionally, I have a wealth of community-service experience dating back over 15 years, having served as a Peace Corps Volunteer in Guatemala for nearly three years and serving as the President of my MBA community service organization, or partnering with organizations such as Habitat for Humanity, Red Cross, America's Youth, and Entrepreneurship Bootcamp for Veterans.
Qualifications:	
Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	I'm excited for the opportunity to bring a variety of skills that I've developed over more than a decade in project management/international development, including teamwork, adaptability, organization, multi-tasking, bilingual communication skills, and solutions-oriented problem-solving. For the past 7.5 years, I've worked for an industry leading international development firm in 10 different countries in a very dynamic industry and work environment. Over this time

I've learned how to address a variety of issues for improved operations. My entire adult life has been in service to others and I'd have it no other way. I hope to have the opportunity to put my skills and drive to the benefit of the community.

Organization or
Commissioner sponsoring
nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

High School, BS/A, MS/A

Other:

Field not completed.

Major areas of study:

Business Administration; Spanish; International Development

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the
duties and responsibilities
of the Board/Committee
that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	February 6, 2019
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Applicant's Signature	Nicole Kresse
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Email not displaying correctly? [View it in your browser.](#)

Code Enforcement and Appeals Board

Position	Term	Name & Address	Phone
1	08-01-2006	Cynthia Crow 438 North Fletcher Avenue, Fernandina Beach, FL 32034 ccrow@bellsouth.net	(904) 321-0248 (904) 753-1440
2	08-01-2006	Adam Kaufman 116 South 10th Street, Fernandina Beach, FL 32034 adkresolve@comcast.net	(904) 491-0644
3	05-01-2016	Marlene Chapman 2120 Florida Avenue, Fernandina Beach, FL 32034 mm.chap@hotmail.com	(904) 624-5978
5	08-01-2006	Henry Byrd 1514 Calhoun Street, Fernandina Beach, FL 32034 bbyrd49@gmail.com	(904) 277-3357
6	08-01-2006	Carlton Boyd 438 North Fletcher Avenue, Fernandina Beach, FL 32034 bboyd@domesticdesignsinc.com	(904) 321-0248 (904) 753-1438
7	05-01-2016	Gail Shults 3165 South Fletcher Avenue, Fernandina Beach, FL 32034 Gail.shults@yahoo.com	(904) 261-9416
8	06-05-2018	Christine Harmon 482 Crosswind Drive, Fernandina Beach, FL 32034 charmon1846@gmail.com	(614) 306-5940

Code Enforcement and Appeals Board

Term Length: 3 Months

Max Terms: 1 Term(s)

Number of Members: 9

Meeting Schedule: First Thursday of every month

Meeting Time: 5:30 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Boards

Description:

Council Liaison:

Staff Liaison:

Michelle Forstrom

mforstrom@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Cynthia Crow	08/01/2006	1	08/01/2019
2	Adam Kaufman	08/01/2006	1	08/01/2019
3	Marlene Chapman	05/01/2016	1	08/01/2020
5	Henry Byrd	08/01/2006	1	08/01/2020
6	Carlton Boyd	08/01/2006	1	09/01/2018
7	Gail Shults	05/01/2016	1	11/01/2020
8	Christine Harmon	06/05/2018	1	05/19/2019

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Waterfront Park Development

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Lednovich.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 3/22/2019

Date: March 06, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Land Conservation

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Lednovich.

FISCAL IMPACT: To be determined based upon Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 3/22/2019

Date: March 06, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:
