



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
FEBRUARY 18, 2020
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 Pastor Granardo Felix of Trinity United Methodist Church.

4. PRESENTATIONS

4.1 **PRESENTATION - MARINA ADVISORY BOARD** - *Chair Kevin McCarthy of the Marina Advisory Board will provide an update regarding the activity and recommendations of the Marina Advisory Board.*

4.2 **BUDGET SUMMARY** - *Comptroller Pauline Testagrose will answer any questions regarding the budget summary for January 2020.*

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 - November 19, 2019; City Commission/Charter Review Committee Joint Workshop - December 3, 2019; City Commission/Planning Advisory Board Joint Special Meeting - December 17, 2019; City Commission Regular Meeting - December 17, 2019; City Commission/Conflict Assessment Meeting - January 27, 2020; and City Commission Visioning Meeting - January 28, 2020.*

6.2 **FACILITIES USE AGREEMENT - BONHAMS & BUTTERFIELDS AUCTIONEER CORPORATION** - **RESOLUTION 2020-24 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, 2020; APPROVING THE FACILITIES USE AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves a Facilities Use Agreement with Bonhams & Butterfields Auctioneer Corporation for vehicle parking on the Fernandina Beach Municipal Airport on March 4 and 5, 2020.*

- 6.3 **AWARD OF BID #19-26 - RC DEVELOPMENT GROUP, INC. - RESOLUTION 2020-25** AWARDING BID #19-26 TO RC DEVELOPMENT GROUP, INC. IN THE AMOUNT OF \$453,508.84 FOR THE REHABILITATION OF THE AIRPORT FUEL FARM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid # 19-26 to RC Development Group, Inc. for the rehabilitation of the Airport's Fuel Farm in the amount of \$453,508.84.*
- 6.4 **MEMORANDUM OF AGREEMENT - FLORIDA ARMY NATIONAL GUARD - RESOLUTION 2020-26** APPROVING A MEMORANDUM OF AGREEMENT FOR THE 2-111TH REGIMENT, AIRFIELD OPERATIONS BATTALION, FLORIDA ARMY NATIONAL GUARD TO PROVIDE TEMPORARY TOWER AIR TRAFFIC CONTROL SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT DURING THE 2020 AMELIA ISLAND CONOURS D'ELEGANCE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Memorandum of Agreement for the 2-111th Regiment, Airfield Operations Battalion, Florida Army National Guard to provide Temporary Tower Air Traffic Control Services at the Fernandina Beach Municipal Airport during the 2020 Amelia Island Concours d'Elegance.*
- 6.5 **TASK ORDER #2- HANSON PROFESSIONAL SERVICES, INC. - RESOLUTION 2020-27** APPROVING TASK ORDER #2 WITH HANSON PROFESSIONAL SERVICES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE AIRPORT FUEL FARM REHABILITATION PROJECT AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Task Order #2 with Hanson Professional Services, Inc. in the amount of \$38,458.00 to provide construction administration and inspection services associated with rehabilitation of the Airport fuel farm.*

7. RESOLUTIONS

- 7.1 **NAMING OF PECK CENTER GYMNASIUM - COACH NELSON P. WILLIAMS, JR. - RESOLUTION 2020-28** RECOGNIZING COACH NELSON P. WILLIAMS' CIVIC SERVICE BY NAMING THE PECK CENTER GYMNASIUM, THE "COACH NELSON P. WILLIAMS, JR. GYMNASIUM"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Names the Peck Center gymnasium located at 510 South 10th Street, the "Coach Nelson P. Williams, Jr. Gymnasium."*
- 7.2 **CONTRACT APPROVAL - ADAM S. BRANOFF, M.D. - RESOLUTION 2020-29** APPROVING A CONTRACT WITH ADAM S. BRANOFF, M.D. FOR MEDICAL DIRECTOR SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Advance Life Support Medical Director Contract with Adam S. Branoff, M.D. for services as Medical Director for the Fernandina Beach Fire Department.*
- 7.3 **SOLE SOURCE VENDOR APPROVAL - SCHWALLS CONSULTING, LLC/BUDGET AMENDMENT - BUILDING - RESOLUTION 2020-30** APPROVING SCHWALLS CONSULTING, LLC AS A SOLE SOURCE VENDOR FOR CONSULTING SERVICES RELATED TO THE PUBLIC INFORMATION (PPI) PROGRAM FOR THE COMMUNITY RATING SYSTEM (CRS) IN FISCAL YEAR 2019/2020; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Schwalls Consulting, LLC as a sole source vendor for consulting services related to a program for public information for the Community Rating System (CRS). Also approves a budget transfer in the amount of \$25,400 from the General Fund Contingency account to the Building Professional Services account in FY 2019/2020.*

- 7.4 **CODE ENFORCEMENT FINE REDUCTION AND RELEASE OF LIEN - MICHAEL RICHARDSON** - RESOLUTION 2020-31 APPROVING A REDUCTION OF CODE ENFORCEMENT FINES FOR MICHAEL RICHARDSON FOR CODE ENFORCEMENT VIOLATIONS AT 314 ELM STREET CONTINGENT UPON FULL PAYMENT OF REDUCED AMOUNT NO LATER THAN MARCH 18, 2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes a reduction of fines and a satisfaction of lien be executed, specifically conditioned upon Mr. Richardson paying the reduced fines and all administrative to the City on or before March 18, 2020.*
- 7.5 **CITY COMMISSION RULES OF PROCEDURE AMENDMENT** - RESOLUTION 2020-32 AMENDING THE RULES OF PROCEDURE FOR THE CITY COMMISSION BY ADDING SECTION 4.9 REGARDING COMMISSIONER LIAISON ROLES FOR STANDING COMMITTEES AND AD HOC ADVISORY BOARDS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the City Commission Rules of Procedure.*

8. ORDINANCE - SECOND READING

- 8.1 **FRANCHISE AGREEMENT - ROQUE ISLAND CAPITAL, LLC** - ORDINANCE 2020-02 AUTHORIZING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE AGREEMENT WITH AMELIA ISLAND TRANSPORTATION AND TROLLEYS, LLC AND GRANTING THE FRANCHISE TO ROQUE ISLAND CAPITAL, LLC FOR THE OPERATION OF A TROLLEY SERVICE; PROVIDING FOR SEVERABILITY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes transfer of the Non-Exclusive Franchise Agreement with Amelia Island Transportation and Trolleys, LLC to Roque Island Capital, LLC.*

9. BOARD APPOINTMENTS

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

10. CITY COMMISSION DISCUSSION

- 10.1 **LAND CONSERVATION** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 10.2 **WATERFRONT DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 10.3 **BEACHES** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 10.4 **MARINA** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 10.5 **CITY OWNED PROPERTIES** - *This item is placed on the agenda at the request of Commissioner Ross.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

-
- 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.
 - MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.
 - 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.
 - AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.
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Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Marina Advisory Board

ITEM TYPE: Presentation

REQUESTED ACTION:

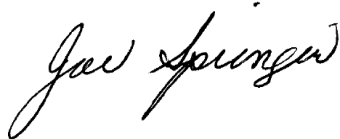
SYNOPSIS: Chair Kevin McCarthy of the Marina Advisory Board will provide an update regarding the activity and recommendations of the Marina Advisory Board.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 2/6/2020



Date: January 31, 2020

Submitted By: Joe Springer, Marina Manager

COMMISSION ACTION:



MARINA ADVISORY BOARD
REGULAR MEETING MINUTES

January 27th, 2020

6:00 PM

City Hall Commission Chambers

1. CALL TO ORDER 6:00 PM

2. ROLL CALL

VOTING MEMBERS PRESENT:

Chairperson Kevin McCarthy, Paul Lore, Joe Blanchard, Allen Mills, Coleman Langshaw, Scott Stewart and Terry Lacoss (non-voting member)

3. APPROVAL OF MINUTES

3.1 MAB Regular Meeting Minutes for December 23rd, 2019

ACTION: *Approve Minutes*

Motion: Paul Lore; Second: Allen Mills

APPROVED: 6-0

4. PUBLIC COMMENT

4.1 *Project Manager Bronson Lam, 69 Marsh Creek, provided the board with an update on the marina's current projects. He reported the Southern Basin, dinghy dock and wave attenuator project are complete. He also reported he expects the Fuel Dock to be operational in June of 2020. He noted the piles for this dock would be 90 feet long and covered with a ¾ inch 150 mil poly coat. In addition, he reported he would be traveling to MarineTech offices on Tuesday to review the engineering drawings.*

4.2 *Chair Kevin McCarthy discussed a request from the St Mary's Tall Ship Alliance for approximately 200 feet of dockage at no charge in and around the 2020 Shrimp Festival. The cost for the visit would be approximately \$6,000.00. He reported replicas of the Nina and the Pinta would open the vessels to paid tours. Harry Harrison, Shrimp Festival Chair was joined by Steve Powers of the Fernandina Pirates Club and commented this request was not coming from the Shrimp Festival or the Pirate Club, that it is a request by the St. Mary's Tall Ship Alliance. He stated he felt the City is donating enough to the Shrimp Festival and recommended the City not take on the burden.*

ACTION: Motion made to Recommend to the City Commission all vessels engaged in commercial activities should pay for dockage

Motion: Joe Blanchard; Second: Allen Mills

APPROVED: 6-0

- 4.2 *Chair Kevin McCarthy recognized Michael Doran and introduced him to the board*

5. OLD BUSINESS

- 5.1 *Selection of Vice-Chair*

ACTION: Motion made naming Allen Mills as the Vice- Chair

Motion: Joe Blanchard; Second: Paul Lore

APPROVED: 6-0

- 5.2 *Selection of Recording*

ACTION: Motion made naming Paul Lore as the Recording Secretary

Motion: Coleman Langshaw; Second: Joe Blanchard

APPROVED: 6-0

- 5.3 *Channel Update - OHPA Update*

Chair McCarthy provided updates from the meeting he attended. Coleman Langshaw discussed City's PILOT (Payment in Lieu of Taxes).

- 5.4 *Waterfront Park Update*

Chair Kevin McCarthy reported the City has a meeting Scheduled for Tuesday, January 28th at the City Golf Course for a presentation of the configuration of the Waterfront Park

- 5.5 *Transfer Public Boat Ramp to Parks and Rec.*

ACTION: Table this item and add it to the agenda for Feb 24, 2020 meeting

Motion: Joe Blanchard; Second: Paul Lore

APPROVED: 6-0.

6. NEW BUSINESS

- 6.1 *Can boat ramp be transferred to Park and Rec?*

ACTION: Table this item and add it to the agenda for Feb 24, 2020 meeting

Motion: Joe Blanchard; Second: Paul Lore

APPROVED: 6-0.

7. MARINA MANAGER REPORT

- 7.1 *Mooring Field update*

Marina Manager Springer provided an update on the Mooring Field. Existing installation is not safe to use. Although a grant from FIND included the upgrades to the

mooring field, that money is not available.

ACTION: Motion made to Recommend to the City Commission to first make repairs to postpone repairs to Mooring Field.

Motion: Joe Blanchard; Second: Allen Mills

APPROVED: 6-0

7.2 *Dock 2 and Dock 3 repairs*

Marina Manager Springer provided an update on the repairs to Dock N2 and Dock N3. Repairs are needed to ensure the integrity of these docks. This should be dealt with as a high priority.

ACTION: Motion made to Recommend to the City Commission to determine if existing FIND grant monies can be repurposed for these repairs and if so, use those monies. If FIND grant monies are not available, then complete the necessary repairs to ensure integrity of these docks with Marina.

Motion: Allen Mills; Second: Coleman Langshaw

APPROVED: 6-0

8. BOARD MEMBER REPORTS/COMMENTS

Allen Mills

Commented on fish cleaning stations on the docks. He provided documentation from BoatUS that states “no garbage should go overboard. The only exception to this rule is fish waste, which under federal law, you can still put back into the water.”

Joe Blanchard

Questioned the viability of using the internet access as a possible funding source for the marina by selling ads on the pages.

In addition, he informed the members the Coast Guard Auxiliary was planning a UPV inspection in March.

9. NEXT MEETING DATE

February 24th, 2020

10. ADJOURNMENT: 8:46 PM

Motion: Allen Mills Second: Coleman Langshaw

APPROVED: 5-0.

Joe Springer, City Liaison

Kevin McCarthy, Chairperson



MARINA ADVISORY BOARD

RECOMMENDATIONS FROM REGULAR MEETING MINUTES

January 27th, 2020

Tall Ship Visit

Chair Kevin McCarthy discussed a request from the St Mary's Tall Ship Alliance for approximately 200 feet of dockage at no charge in and around the 2020 Shrimp Festival. The cost for the visit would be approximately \$6,000.00. He reported replicas of the Nina and the Pinta would open the vessels to paid tours.

Harry Harrison, Shrimp Festival Chair was joined by Steve Powers of the Fernandina Pirates Club and commented this request was not coming from the Shrimp Festival or the Pirate Club, that it is a request by the St. Mary's Tall Ship Alliance. He stated he felt the City is donating enough to the Shrimp Festival and recommended the City not take on the burden.

ACTION: Motion made to Recommend to the City Commission all vessels engaged in activities where funds trade hand should pay for dockage

Motion: Joe Blanchard; Second: Allen Mills

APPROVED: 6-0

Mooring Field update

Marina Manager Springer provided an update on the Mooring Field. Existing installation is not safe to use. Although a grant from FIND included the upgrades to the mooring field, that money is not available.

ACTION: Motion made to Recommend to the City Commission to first make repairs Dock N2 and to N3 and postpone repairs to Mooring Field.

Motion: Joe Blanchard; Second: Allen Mills

APPROVED: 6-0

Dock 2 and Dock 3 repairs

Marina Manager Springer provided an update on the repairs to Dock N2 and Dock N3. Repairs are needed to ensure the integrity of these docks. This should be dealt with as a high priority.

ACTION: Motion made to Recommend to the City Commission to determine if existing FIND grant monies can be repurposed for these repairs and if so, use those monies. If FIND grant monies are not available, then complete the necessary repairs to ensure integrity of these docks with Marina.

Motion: Allen Mills; Second: Coleman Langshaw

APPROVED: 6-0

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Comptroller Pauline Testagrose will answer any questions regarding the budget summary for January 2020.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 2/10/2020

Dale L. Martin, City Manager 2/10/2020

Date: October 21, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

January 2020

Overall: This the fourth report of fiscal year 2019/2020 and January represents 33.3% of the budgeted fiscal year. Overall expenses are in line with this percentage. All revenue and various grant revenues have been accrued for the month of January. All recurring expenses have been recorded. Finance will monitor expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line by line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are at 66.8% of the annual budget. This is due to the timing of Property Taxes. For the month of January 89.1% or just over \$14.0M has been received year to date. Local Business Tax revenue is above the 33.3% mark at 99.0% due to the timing of receipts. The accrual for January's Franchise Fees was recorded for \$140,000. Specific revenue sources we are tracking are detailed below.

	19/20 Budget	Jan 20 YTD \$	Jan 20 YTD %	Jan 19 YTD \$	Jan 19 YTD %
Local Option Gas Tax	432,084	108,367	25.1%	65,549	16.7%
Small County Surtax (one cent sales tax)	1,965,358	569,761	29.0%	543,945	27.5%
Half Cent Sales Tax	940,628	275,153	29.3%	212,435	23.9%
Franchise Fees	1,440,000	482,774	33.5%	472,424	32.8%
Total FY 19/20 Bud	4,778,070				
Total FY 18/19 Actual	4,507,916				
Total FY 18/19 Bud	4,700,835				

For expenses, City Clerk, Finance, Non-Departmental and Parks are over the 33.3% due to the timing of annual maintenance contract and professional services.

Special Revenue Funds: (100-190)

There are two new Special Revenue Funds in this fiscal year 2019/2020 budget, they are the Land Conservation Trust Fund and the Building Fees Fund. The Land Conservation Trust Fund received the total budgeted transfer amount of \$1.2M from the General Fund in the month of October. The Building Fees Fund was previously accounting for as a restricted balance in the General Fund. In Fund 110 – Federal Forfeiture and Fund 190 – Law Enforcement Recovery, it was anticipated that expenditures would exceed revenues due to capital purchases.

Debt Service Funds: (220 –230)

Semiannual interest payments were paid in October for the GO Bond Debt Service Fund – Fund 220.

Capital Improvement Funds: (300-330)

For the Capital Improvements Fund encumbrances have been issued for a new fire truck, sidewalks, street paving, trails, beach monitoring and the Peck Center roof repair and door replacement.

Golf Course: (410)

Revenues exceed expenses due to the transfer from the General Fund. Annual Memberships were \$3,301 lower this January compared to January 2019. Also, both margins on Pro Shop Sales and F&B Sales are higher than budget ratio.

Airport: (420)

Expenses exceeded revenues for the month due to the timing of Other Revenue.

Sanitation: (440)

Revenues exceeded expenses year to date.

Wastewater: (450)

Revenue exceeds expenses due to septic dumping fees, interest, miscellaneous fees and year to date expenses lower than the budgeted ratio. Due to the Utility Billing conversion last fiscal year, the last year reported revenue number for comparison purposes is understated.

Water: (460)

Revenues exceed expenses year to date due to reconnect fees and year to date expenses lower than the budgeted ratio. Due to the Utility Billing conversion last fiscal year, the last year reported revenue number for comparison purposes is understated.

Stormwater: (470)

Expenses exceed revenues due to the loss on the disposal of a fixed asset (street sweeper). Due to the Utility Billing conversion last fiscal year, the last year reported revenue number for comparison purposes is understated.

Marina: (480)

Limited Marina operations continue in the current fiscal year.

Fleet: (510)

Revenues exceed expense year to date. This Fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 – 530)

It is anticipated in the budget, that Revenues plus Cash Balance Forward exceed Expenditures in Utility Billing and Utility Administration.

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JANUARY 31, 2020**

33.3%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 15,758,000	\$ 14,034,514	\$ (1,723,486)	89.1%
Sales /Use/Fuel Taxes	2,622,442	678,129	(1,944,313)	25.9%
Franchise Fees	1,460,000	487,006	(972,994)	33.4%
Licenses/Permits	366,750	219,074	(147,676)	59.7%
Intergovernmental	1,447,361	458,093	(989,268)	31.7%
Charges for Services	1,408,500	490,453	(918,047)	34.8%
Fines and Forfeitures	21,500	11,825	(9,675)	55.0%
Other	485,820	69,389	(416,431)	14.3%
Subtotal	23,570,373	16,448,483	(7,121,890)	69.8%
Transfers/Reimbursements				
Utility Tax	1,500,000	500,000	(1,000,000)	33.3%
Sanitation	36,000	12,000	(24,000)	33.3%
Wastewater	360,000	120,000	(240,000)	33.3%
Water	180,000	60,000	(120,000)	33.3%
Total Revenues (excluding cash balance)	25,646,373	17,140,483	(8,505,890)	66.8%
EXPENDITURES:				
City Commission	332,388	115,905	216,483	34.9%
City Clerk	538,003	222,138	315,865	41.3%
City Manager	639,551	136,357	503,194	21.3%
Finance	771,266	288,696	482,570	37.4%
Information and Technology	747,157	274,304	472,853	36.7%
Human Resources	392,609	125,366	267,243	31.9%
City Attorney	344,230	102,336	241,894	29.7%
Planning	655,651	174,618	481,033	26.6%
Facility Maintenance	703,410	216,489	486,921	30.8%
Police	6,110,101	1,936,486	4,173,615	31.7%
Police - Beach Rangers	63,040	7,549	55,491	12.0%
Fire	4,407,308	1,401,138	3,006,170	31.8%
Fire - Ocean Rescue	375,002	31,802	343,200	8.5%
Building / Permitting	20,250	1,547	18,703	7.6%
Code Enforcement	253,405	90,573	162,832	35.7%
Streets	1,775,646	471,879	1,303,767	26.6%
Downtown	78,964	16,796	62,168	21.3%
Public Assistance	128,000	24,179	103,821	18.9%
Library	14,644	1,590	13,054	10.9%
Recreation	1,373,565	346,370	1,027,195	25.2%
Parks	1,652,427	349,697	1,302,730	21.2%
Peck	248,520	73,442	175,078	29.6%
MLK Center	197,363	51,675	145,688	26.2%
Youth	342,847	81,293	261,554	23.7%
Aquatics	337,242	72,303	264,939	21.4%
Non-Departmental	259,320	87,140	172,180	33.6%
Contingency	126,320	0	126,320	
Transfers				
Debt Service	423,376	141,125	282,251	33.3%
Land Conservation	1,207,000	1,207,000	-	100.0%
Historic District Trust	30,000	10,000	20,000	33.3%
Capital Improvements	1,445,000	481,667	963,333	33.3%
Golf	220,000	73,333	146,667	33.3%
Cemetery	11,300	3,767	7,533	33.3%
Marina	300,000	100,000	200,000	33.3%
Subtotal	26,524,905	8,718,558	17,806,347	32.9%
Encumbrances - All Departments		444,934	(444,934)	
Reserves	4,670,767	-	4,670,767	
Total Expenditures (including Encumbrances)	31,195,672	9,163,493	22,032,179	29.4%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,549,299)	7,976,990	13,526,289	
Fund Balance, October 1, 2019 (Cash Balance)				
Unrestricted	5,549,299	5,549,299	-	
Fund Balance, January 31, 2020	\$ -	\$ 13,526,289	\$ 13,526,289	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JANUARY 31, 2020**

33.3%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETF)	\$ 2,441	\$ 6	\$ (2,435)	0.2%
110 Federal Forfeiture	190,385	8,277	(182,108)	4.3%
125 Tree Trust	176,387	28,436	(147,951)	16.1%
126 Historic District (HDC)	51,975	14,600	(37,375)	28.1%
130 CDBG - Economic Development	101,181	1,277	(99,904)	1.3%
135 Land Conservation Trust	1,514,284	1,631,357	117,073	107.7%
140 Building Fees Fund	3,633,742	318,952	(3,314,790)	8.8%
145 Wastewater Impact Fees	1,982,529	294,809	(1,687,720)	14.9%
146 Water Impact Fees	685,141	111,006	(574,135)	16.2%
150 Utility Tax	1,808,526	528,958	(1,279,568)	29.2%
170 Cemetery	1,320,583	40,301	(1,280,282)	3.1%
180 Community Redevelopment Area	55,624	54	(55,570)	0.1%
190 Law Enforcement Recovery	220,749	32,802	(187,947)	14.9%
Total Revenues	\$ 11,743,547	\$ 3,010,835	\$ (8,732,712)	25.6%
EXPENDITURES:				
100 Law Enforcement Trust (LETF)	\$ 2,441	-	\$ 2,441	0.0%
110 Federal Forfeiture	190,385	91,004	99,381	47.8%
125 Tree Trust	176,387	611	175,776	0.3%
126 Historic District (HDC)	51,975	-	51,975	0.0%
130 CDBG - Economic Development	101,181	-	101,181	0.0%
135 Land Conservation Trust	1,514,284	623,849	890,435	41.2%
140 Building Fees Fund	3,633,742	346,283	3,287,459	9.5%
145 Wastewater Impact Fees	1,982,529	166,668	1,815,861	8.4%
146 Water Impact Fees	685,141	113,332	571,809	16.5%
150 Utility Tax	1,808,526	500,000	1,308,526	27.6%
170 Cemetery	1,320,583	51,881	1,268,702	3.9%
180 Community Redevelopment Area	55,624	-	55,624	0.0%
190 Law Enforcement Recovery	220,749	64,128	156,621	29.1%
Total Expenditures	\$ 11,743,547	\$ 1,957,756	\$ 9,785,791	16.7%

Special Revenue Funds - amounts shown include budgeted cash balance forward and reserves.

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JANUARY 31, 2020**

33.3%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 2,592,137	\$ 528,121	\$ (2,064,016)	20.4%
	Expenses				
	General Government	\$ 706,637	\$ 190,297	516,340	26.9%
	Information Technology	125,000	94,444	30,556	0.0%
	Police	55,000	-	55,000	0.0%
	Fire	525,000	-	525,000	0.0%
	Streets	866,500	249,720	616,780	28.8%
	Recreation	100,000	5,191	94,809	5.2%
	Parks	84,000	-	84,000	0.0%
	Peck	55,000	30,082	24,918	54.7%
	MLK	75,000	-	75,000	0.0%
	Subtotal	<u>2,592,137</u>	<u>569,735</u>	<u>2,022,402</u>	<u>22.0%</u>
	Net Revenues(Expenses)	\$ -	\$ (41,614)	\$ 41,614	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,585,000	\$ 22,066	\$ (1,562,934)	1.4%
	Admin	1,020,266	25,698	(994,568)	2.5%
	Police	340,431	15,315	(325,116)	4.5%
	Fire	782,072	20,884	(761,188)	2.7%
	Sanitation	-	-	-	0.0%
	Recreation	4,038,460	157,928	(3,880,532)	3.9%
	Subtotal	<u>7,766,229</u>	<u>241,891</u>	<u>(7,524,338)</u>	<u>3.1%</u>
	Expenses				
	Admin	\$ 2,522,166	\$ 18,745	\$ 2,503,421	0.7%
	Police	340,927	-	\$ 340,927	0.0%
	Fire	783,503	64,930	\$ 718,573	8.3%
	Recreation	4,119,633	28,680	\$ 4,090,953	0.7%
	Subtotal	<u>7,766,229</u>	<u>112,355</u>	<u>7,653,874</u>	<u>1.4%</u>
	Net Revenues(Expenses)	\$ -	\$ 129,536	\$ 129,536	0.0%
330	Wastewater Improvement				
	Revenues	\$ 6,488,400	\$ 513,266	\$ (5,975,134)	7.9%
	Expenses	6,488,400	-	6,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 513,266	\$ 513,266	0.0%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH JANUARY 31, 2020**

33.3%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,367,650	\$ 440,356	\$ (927,294)	32.2%
Operating Expense*	1,434,311	475,563	958,748	33.2%
Operating Income (Loss)	(66,661)	(35,207)	31,454	52.8%
Non Operating Income (Expense) & Transfers	59,269	88,200	28,931	148.8%
Change in Net Position	\$ (7,392)	\$ 52,993	\$ 60,385	-716.9%
Airport Fund 420				
Operating Revenues	\$ 861,302	\$ 246,567	\$ (614,735)	28.6%
Operating Expense*	547,497	168,441	379,056	30.8%
Operating Income (Loss)	313,805	78,126	(235,679)	24.9%
Non Operating Income (Expense) & Transfers	2,534,495	31,825	(2,502,670)	1.3%
Change in Net Position	\$ 2,848,300	\$ 109,951	\$ (2,738,349)	3.9%
Sanitation Fund 440				
Operating Revenues	\$ 2,520,960	\$ 877,078	\$ (1,643,882)	34.8%
Operating Expense*	2,541,048	627,076	1,913,972	24.7%
Operating Income (Loss)	(20,088)	250,002	270,090	-1244.5%
Non Operating Income (Expense) & Transfers	19,000	(5,614)	(24,614)	-29.5%
Change in Net Position	\$ (1,088)	\$ 244,388	\$ 245,476	-22462.2%
Wastewater Fund 450				
Operating Revenues	\$ 6,077,167	\$ 2,010,546	\$ (4,066,621)	33.1%
Operating Expense*	2,636,631	756,992	1,879,639	28.7%
Operating Income (Loss)	3,440,536	1,253,554	(2,186,982)	36.4%
Non Operating Income (Expense) & Transfers	(2,788,629)	(917,466)	1,871,163	32.9%
Change in Net Position	\$ 651,907	\$ 336,088	\$ (315,819)	51.6%
Water Fund 460				
Operating Revenues	\$ 4,365,617	\$ 1,441,012	\$ (2,924,605)	33.0%
Operating Expense*	2,432,349	643,539	1,788,810	26.5%
Operating Income (Loss)	1,933,268	797,472	(1,135,796)	41.2%
Non Operating Income (Expense) & Transfers	(954,684)	(334,078)	620,606	35.0%
Change in Net Position	\$ 978,584	\$ 463,394	\$ (515,190)	47.4%
Stormwater Fund 470				
Operating Revenues	\$ 825,000	\$ 297,440	\$ (527,560)	36.1%
Operating Expense*	1,007,343	230,193	777,150	22.9%
Operating Income (Loss)	(182,343)	67,247	249,590	-36.9%
Non Operating Income (Expense) & Transfers	983,945	266,305	(717,640)	27.1%
Change in Net Position	\$ 801,602	\$ 333,553	\$ (468,049)	41.6%
Marina Fund 480				
Operating Revenues	\$ 1,624,715	\$ 41,704	\$ (1,583,011)	2.6%
Operating Expense*	1,627,020	222,552	1,404,468	13.7%
Operating Income (Loss)	(2,305)	(180,848)	(178,543)	7845.9%
Non Operating Income (Expense) & Transfers	6,842,294	1,172,539	(5,669,755)	17.1%
Change in Net Position	\$ 6,839,989	\$ 991,691	\$ (5,848,298)	14.5%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 160,000	\$ -	\$ 160,000	0.0%
Airport Fund 420	2,997,978	129,342	\$ 2,868,636	4.3%
Sanitation Fund 440	15,000	-	15,000	0.0%
Wastewater Fund 450	1,123,500	120,993	1,002,507	10.8%
Water Fund 460	1,432,000	376,718	1,055,282	26.3%
Stormwater Fund 470	1,454,295	458,401	995,894	31.5%
Marina Fund 480	8,923,465	1,862,582	7,060,883	20.9%
Total Enterprise Funds	\$ 16,106,238	\$ 2,948,036	\$ 13,158,202	18.3%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
ENTERPRISE FUNDS
FISCAL YEAR TO DATE THROUGH JANUARY 31, 2020**

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	455,608.28	475,563.14	(19,954.86)	73,336.00		388.43	52,992.71
Airport (420)	278,391.59	297,782.75	(19,391.16)			-	(19,391.16)
Sanitation (440)	883,464.29	627,075.98	256,388.31		(12,000.00)		244,388.31
Wastewater (450)	2,052,623.95	877,985.26	1,174,638.69		(959,544.00)		215,094.69
Water (460)	1,465,425.44	1,020,257.46	445,167.98	200,000.00	(558,492.00)		86,675.98
Storm Water Management (470)	563,745.53	688,594.11	(124,848.58)				(124,848.58)
Marina (480)	1,189,522.20	2,085,133.72	(895,611.52)	100,000.00		75,279.56	(870,891.08)

*Year to Date Revenue includes Grant Revenue and Loan Proceeds.

**Year to Date Cost includes Capital Expenditures.

***Debt Service is made annually and interest is recorded monthly and/or semi annually.

This schedule was added at the request of Commissioner Lednovich

City of Fernandina Beach
Accounts Receivable Analysis
1/31/2020

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,685	Active Customers			\$ 1,074,950.76
476		30	54,802.64	
93		60	7,496.77	* payment terms
25		90	1,855.18	*
11		120+	953.10	*
-				
-				
	Total		\$ 65,107.69	

Utility Billings - Closed accounts (not yet turned over to Collection Agency)

235 accts.
w/delinquent balances

\$ 61,445.86

Closed accounts in Munis -
processing for collection
action by 02/28/20

Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of \$ Transferred	Amt of \$ Recovered by CCI	Amt of \$ Recovered by UB	Total \$ Recovered	% recovered
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,735.32	5,914.23		27.80%
2017 (thru Dec)	148	26,629.59	1,407.24	3,367.91		17.93%
2018 (thru Oct)	367 (updated 10-2019)	73,138.63	1,618.88	329.96		2.66%
		\$ 127,280.18	\$ 4,761.44	\$ 9,612.10	\$ 14,373.54	11.29%
Recovered to date		\$ (14,373.54)				
Balance currently at CCI		\$ 112,906.64				

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
76	ALL Customers			\$47,911.80
10		30	7,401.76	(Amelia Island Aviation - acct closed)
3		60	6,145.60	\$ -
2		90	1,441.27	\$ -
2		120+	5,813.65	\$ -
				\$ 8,758.77
10	Sub Total		\$ 20,802.28	\$ 8,758.77
				\$ 29,561.05

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
As of 12/31/2019				\$9,292
9	ALL Customers			
		30		
		60		
		90		
		120		
1		150+	880.88	
			880.88	
				30
				60
				30+60
David Johnson	In Collections			150
Total				

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
7	ALL Customers			1,986.44
2		30	200.22	
0		60	-	
0		90	-	
0		120+	-	
2	Sub Total		\$ 200.22	



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-15,758,000.00	-15,758,000.00	-14,034,513.71	-676,331.69	0.00	-1,723,486.29	89.1%
001 31240		LOCAL OPTION GAS TAX					
	-432,084.00	-432,084.00	-108,367.43	-20,896.20	0.00	-323,716.57	25.1%
001 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%
001 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%
001 31260		SMALL COUNTY SURTAX					
	-1,965,358.00	-1,965,358.00	-569,761.14	-125,526.43	0.00	-1,395,596.86	29.0%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-158,362.20	-7,080.95	0.00	-1,637.80	99.0%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,000.00	-3,000.00	-4,368.06	-361.20	0.00	1,368.06	145.6%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-50.00	-50.00	-267.50	-52.50	0.00	217.50	535.0%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-2,573.10	-76.10	0.00	573.10	128.7%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-1,260.00	-245.00	0.00	-4,740.00	21.0%
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	-25,000.00	0.00	0.00	0.00	-25,000.00	.0%
001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-2,393.00	-331.00	0.00	-22,607.00	9.6%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-482,774.30	-97,267.08	0.00	-957,225.70	33.5%
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-4,231.88	0.00	0.00	-15,768.12	21.2%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-1,100.00	0.00	0.00	-23,900.00	4.4%
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-11,575.00	-3,125.00	0.00	-6,425.00	64.3%
001 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	0.00	0.00	0.00	-2,250.00	.0%
001 32915		ANNEXATION APP FEE					
	-2,200.00	-2,200.00	0.00	0.00	0.00	-2,200.00	.0%
001 32916		BOA APP FEES-COMMERCIAL					
	0.00	0.00	-2,000.00	0.00	0.00	2,000.00	100.0%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32917		BOA APP FEES-RESIDENTIAL					
	-11,050.00	-11,050.00	-1,700.00	-1,700.00	0.00	-9,350.00	15.4%
001 32918		ZONING CERTIFICATION FEE					
	-3,200.00	-3,200.00	-1,025.00	-250.00	0.00	-2,175.00	32.0%
001 32920		CDD COPIES MADE FEE					
	-1,250.00	-1,250.00	0.00	0.00	0.00	-1,250.00	.0%
001 32921		COMP PLAN AMEND APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32926		PLAT APPROVAL APP FEE					
	-3,850.00	-3,850.00	0.00	0.00	0.00	-3,850.00	.0%
001 32928		REZONING APP FEE					
	-4,200.00	-4,200.00	0.00	0.00	0.00	-4,200.00	.0%
001 32929		SITE PLAN REVIEW APP FEE					
	-21,700.00	-21,700.00	-12,000.00	-3,000.00	0.00	-9,700.00	55.3%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	-250.00	0.00	0.00	-500.00	33.3%
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%
001 32935		ADMINISTRATIVE WAIVER					
	0.00	0.00	-400.00	0.00	0.00	400.00	100.0%
001 32936		CODE TEXT AMENDMENT					
	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%
001 32937		LOT LINE ADJUSTMENTS					
	-2,000.00	-2,000.00	-800.00	-400.00	0.00	-1,200.00	40.0%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-6,256.66	0.00	0.00	6,256.66	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-4,500.00	-4,500.00	-2,261.00	-190.00	0.00	-2,239.00	50.2%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-235.00	-185.00	0.00	-1,765.00	11.8%
001 32992		FIRE MARSHALL'S FEES					
	-35,000.00	-35,000.00	-10,247.90	-273.60	0.00	-24,752.10	29.3%
001 32995		ADDRESS ASSIGNMENT					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
001 33120		FEMA GRANT					
	0.00	0.00	-17,935.44	-11,912.38	0.00	17,935.44	100.0%
001 33170		DOS PRESERVATION					
	-37,500.00	-37,500.00	0.00	0.00	0.00	-37,500.00	.0%
001 33350		HALF-CENT SALES TAX					
	-940,628.00	-940,628.00	-275,153.32	-70,930.72	0.00	-665,474.68	29.3%
001 33512		STATE REVENUE SHARING PROCEED					
	-241,733.00	-241,733.00	-76,289.76	-19,072.44	0.00	-165,443.24	31.6%
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-394.74	-227.50	0.00	-405.26	49.3%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-17,595.37	0.00	0.00	-5,404.63	76.5%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-2,910.00	0.00	0.00	-7,090.00	29.1%
001 33720		SCHOOL RESOURCE OFFICER					
	-131,200.00	-131,200.00	-64,460.60	0.00	0.00	-66,739.40	49.1%
001 33721		DEA REIMBURSEMENT					
	-12,500.00	-12,500.00	-3,353.78	0.00	0.00	-9,146.22	26.8%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-130,000.00	-130,000.00	-3,647.85	0.00	0.00	-126,352.15	2.8%
001 33910		OCEAN, HIGHWAY AND PRT AUTHORITY					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34260		AMBULANCE SERVICES					
	-450,000.00	-450,000.00	-203,394.82	-48,967.71	0.00	-246,605.18	45.2%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	-160,000.00	-78,113.00	-25,908.21	0.00	-81,887.00	48.8%
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-17,136.79	-5,504.83	0.00	-5,863.21	74.5%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-5,066.00	-1,932.00	0.00	-6,934.00	42.2%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-2,557.00	-269.00	0.00	2,557.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-8,000.00	-8,000.00	-4,135.00	-1,985.00	0.00	-3,865.00	51.7%
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-25.00	0.00	0.00	-475.00	5.0%
001 34706		PARKS LAWN CHARGES					
	-13,500.00	-13,500.00	-381.46	0.00	0.00	-13,118.54	2.8%
001 34720		RENTALS					
	-10,000.00	-10,000.00	-5,006.09	-4,290.00	0.00	-4,993.91	50.1%
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-510.00	0.00	0.00	-7,490.00	6.4%
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-5,449.20	-2,341.64	0.00	-19,550.80	21.8%
001 34723		PECK TRUST TAXABLE					
	-6,500.00	-6,500.00	-2,859.87	-684.02	0.00	-3,640.13	44.0%
001 34724		PECK TRUST NON-TAXABLE					
	-42,000.00	-42,000.00	-11,386.00	-2,868.00	0.00	-30,614.00	27.1%
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-1,874.70	-819.00	0.00	-2,625.30	41.7%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-840.00	-262.00	0.00	840.00	100.0%



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34728		MLK TRUST NON-TAXABLE					
	-12,500.00	-12,500.00	-10,610.00	-4,902.00	0.00	-1,890.00	84.9%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	0.00	0.00	0.00	-17,000.00	.0%
001 34731		YOUTH CAMPS					
	-310,000.00	-310,000.00	-98,072.22	-29,096.58	0.00	-211,927.78	31.6%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-116,000.00	-116,000.00	-24,818.00	-7,465.00	0.00	-91,182.00	21.4%
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-14,289.26	-2,577.60	0.00	-39,710.74	26.5%
001 34745		GREENWAY					
	0.00	0.00	-175.00	-175.00	0.00	175.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-106.00	-25.00	0.00	106.00	100.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	-4,050.38	-1,190.96	0.00	-3,949.62	50.6%
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-6,651.50	-1,530.50	0.00	-4,348.50	60.5%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-446.26	-171.05	0.00	-1,053.74	29.8%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,000.00	-1,000.00	-677.00	-238.00	0.00	-323.00	67.7%
001 36110		INTEREST					
	-165,000.00	-165,000.00	-45,615.77	-13,678.64	0.00	-119,384.23	27.6%
001 36210		RENTS					
	-3,044.00	-3,044.00	0.00	0.00	0.00	-3,044.00	.0%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-5,951.25	-1,983.75	0.00	-17,848.75	25.0%
001 36990		OTHER REVENUE					
	-15,026.00	-15,026.00	-7,100.78	-1,412.69	0.00	-7,925.22	47.3%
001 36995		LATE FEES					
	0.00	0.00	-3.41	-3.11	0.00	3.41	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-64.00	-24.00	0.00	-36.00	64.0%
001 36997		TDC REVENUE					
	-271,350.00	-271,350.00	0.00	0.00	0.00	-271,350.00	.0%
001 38215		FROM UTILITY TAX					
	-1,500,000.00	-1,500,000.00	-500,000.00	-125,000.00	0.00	-1,000,000.00	33.3%
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-12,000.00	-3,000.00	0.00	-24,000.00	33.3%
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-120,000.00	-30,000.00	0.00	-240,000.00	33.3%
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-60,000.00	-15,000.00	0.00	-120,000.00	33.3%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38910	CASH BALANCE FORWARD						
	-5,549,299.00	-5,549,299.00	0.00	0.00	0.00	-5,549,299.00	.0%
TOTAL GENERAL FUND	-31,188,172.00	-31,188,172.00	-17,129,829.50	-1,372,740.08	0.00	-14,058,342.50	54.9%
TOTAL REVENUES	-31,188,172.00	-31,188,172.00	-17,129,829.50	-1,372,740.08	0.00	-14,058,342.50	
0012200 FIRE							
0012200 36993	DONATIONS/CONTRIBUTIONS						
	-7,500.00	-7,500.00	-10,653.51	-6,446.09	0.00	3,153.51	142.0%
TOTAL FIRE	-7,500.00	-7,500.00	-10,653.51	-6,446.09	0.00	3,153.51	142.0%
TOTAL REVENUES	-7,500.00	-7,500.00	-10,653.51	-6,446.09	0.00	3,153.51	
GRAND TOTAL	-31,195,672.00	-31,195,672.00	-17,140,483.01	-1,379,186.17	0.00	-14,055,188.99	54.9%

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Revenue	Amount	% Used
Revised Budget	(\$31,195,672.00)	54.9%
Less: Cash Balance Forward		
38910	5,549,299.00	
38911	.00	
Revised Budget excluding Cash	(\$25,646,373.00)	
YTD Actual Revenue	(\$17,140,483.01)	66.8%

Revised Budget excluding Cash	(\$25,646,373.00)
Less: YTD Expenditures	8,718,562.23
Net (Revenues) Expenditures	(\$16,927,810.77)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION						
322,388.00	332,388.00	115,904.58	14,263.25	0.00	216,483.42	34.9%
0011200 CITY CLERK						
538,003.00	538,003.00	222,138.44	44,168.74	0.00	315,864.56	41.3%
0011210 CITY MANAGER						
639,551.00	639,551.00	136,357.08	47,305.62	22,219.33	480,974.59	24.8%
0011300 FINANCE						
771,266.00	771,266.00	288,695.81	74,669.51	-5,503.01	488,073.20	36.7%
0011310 INFORMATION TECHNOLOGY						
747,157.00	747,157.00	274,304.26	78,748.27	-75,209.84	548,062.58	26.6%
0011350 HUMAN RESOURCES						
392,609.00	392,609.00	125,365.97	34,043.74	0.00	267,243.03	31.9%
0011400 CITY ATTORNEY						
344,230.00	344,230.00	102,335.52	33,296.28	0.00	241,894.48	29.7%
0011500 PLANNING						
655,651.00	655,651.00	174,617.98	60,534.50	0.00	481,033.02	26.6%
0011910 NON DEPARTMENTAL						
259,320.00	259,320.00	87,139.60	19,036.67	9,143.67	163,036.73	37.1%
0011930 FACILITIES MAINTENANCE						
689,730.00	703,410.00	216,488.58	68,283.39	29,150.55	457,770.87	34.9%
0012100 POLICE						
6,110,101.00	6,110,101.00	1,936,485.73	645,178.51	120,392.74	4,053,222.53	33.7%
0012101 POLICE RANGERS						
63,040.00	63,040.00	7,549.00	42.00	0.00	55,491.00	12.0%
0012200 FIRE						
4,418,808.00	4,407,308.00	1,401,138.48	456,057.77	-35,848.78	3,042,018.30	31.0%
0012201 FIRE OCEAN RESCUE						
363,502.00	375,002.00	31,801.92	16,260.62	0.00	343,200.08	8.5%
0012400 BUILDING / PERMITTING						
20,250.00	20,250.00	1,547.36	0.00	0.00	18,702.64	7.6%
0012420 CODE ENFORCEMENT						
253,405.00	253,405.00	90,572.96	46,352.13	0.00	162,832.04	35.7%
0014100 STREETS						
1,775,646.00	1,775,646.00	471,879.31	160,895.03	36,329.18	1,267,437.51	28.6%
0015200 DOWNTOWN						
78,964.00	78,964.00	16,796.10	4,229.63	0.00	62,167.90	21.3%
0015640 PUBLIC ASSISTANCE						
128,000.00	128,000.00	24,179.47	17,179.47	0.00	103,820.53	18.9%
0017100 LIBRARY						
14,644.00	14,644.00	1,589.55	380.33	0.00	13,054.45	10.9%
0017200 RECREATION						
1,372,394.00	1,373,329.00	346,369.55	101,450.30	76,641.00	950,318.45	30.8%
0017210 PARKS						
1,653,362.00	1,652,427.00	349,696.81	86,219.38	267,619.50	1,035,110.69	37.4%



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0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	248,706.00	248,706.00	73,441.54	13,162.25	0.00	175,264.46	29.5%
0017225 MLK CENTER	197,413.00	197,413.00	51,674.96	15,830.68	0.00	145,738.04	26.2%
0017230 YOUTH	342,847.00	342,847.00	81,292.69	28,538.67	0.00	261,554.31	23.7%
0017240 AQUATICS	337,242.00	337,242.00	72,302.98	23,335.68	0.00	264,939.02	21.4%
0018100 INTERFUND TRANSFERS OUT	3,636,676.00	3,636,676.00	2,016,896.00	202,474.00	0.00	1,619,780.00	55.5%
0018200 CONTINGENCIES	150,000.00	126,320.00	0.00	0.00	0.00	126,320.00	.0%
0018300 RESERVES	4,670,767.00	4,670,767.00	0.00	0.00	0.00	4,670,767.00	.0%
GRAND TOTAL		31,195,672.00	8,718,562.23	2,291,936.42	444,934.34	22,032,175.43	29.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	-140.00	-140.00	0.00	0.00	0.00	-140.00	.0%
100 36110		INTEREST					
	0.00	0.00	-5.65	-1.53	0.00	5.65	100.0%
100 38910		CASH BALANCE FORWARD					
	-2,301.00	-2,301.00	0.00	0.00	0.00	-2,301.00	.0%
100 55200		OPERATING SUPPLIES					
	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	.0%
100 59990		RESERVE					
	241.00	241.00	0.00	0.00	0.00	241.00	.0%
TOTAL LAW ENFORCEMENT TRUST							
	0.00	0.00	-5.65	-1.53	0.00	5.65	100.0%
	TOTAL REVENUES						
	-2,441.00	-2,441.00	-5.65	-1.53	0.00	-2,435.35	
	TOTAL EXPENSES						
	2,441.00	2,441.00	0.00	0.00	0.00	2,441.00	
	GRAND TOTAL						
	0.00	0.00	-5.65	-1.53	0.00	5.65	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-25,000.00	-25,000.00	-7,910.21	-2,098.28	0.00	-17,089.79	31.6%
110 36110		INTEREST					
	0.00	0.00	-367.16	-66.81	0.00	367.16	100.0%
110 38910		CASH BALANCE FORWARD					
	-165,385.00	-165,385.00	0.00	0.00	0.00	-165,385.00	.0%
110 55200		OPERATING SUPPLIES					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
110 56400		MACH/EQUIP					
	148,500.00	148,500.00	91,004.00	0.00	53,513.12	3,982.88	97.3%
110 59990		RESERVE					
	26,885.00	26,885.00	0.00	0.00	0.00	26,885.00	.0%
TOTAL FEDERAL FORFEITURE							
	0.00	0.00	82,726.63	-2,165.09	53,513.12	-136,239.75	100.0%
TOTAL REVENUES							
	-190,385.00	-190,385.00	-8,277.37	-2,165.09	0.00	-182,107.63	
TOTAL EXPENSES							
	190,385.00	190,385.00	91,004.00	0.00	53,513.12	45,867.88	
GRAND TOTAL							
	0.00	0.00	82,726.63	-2,165.09	53,513.12	-136,239.75	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219		TREE TRUST FUND RESERVE					
	-52,380.00	-52,380.00	-28,000.00	-8,345.00	0.00	-24,380.00	53.5%
125 36110		INTEREST					
	0.00	0.00	-436.17	-127.22	0.00	436.17	100.0%
125 38910		CASH BALANCE FORWARD					
	-124,007.00	-124,007.00	0.00	0.00	0.00	-124,007.00	.0%
125 53100		PROFESSIONAL SERVICES					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
125 54970		PROGRAM COSTS					
	6,900.00	6,900.00	529.60	529.60	0.00	6,370.40	7.7%
125 55200		OPERATING SUPPLIES					
	3,900.00	3,900.00	80.97	80.97	0.00	3,819.03	2.1%
125 59990		RESERVE					
	155,587.00	155,587.00	0.00	0.00	0.00	155,587.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-27,825.60	-7,861.65	0.00	27,825.60	100.0%
TOTAL REVENUES							
	-176,387.00	-176,387.00	-28,436.17	-8,472.22	0.00	-147,950.83	
TOTAL EXPENSES							
	176,387.00	176,387.00	610.57	610.57	0.00	175,776.43	
GRAND TOTAL							
	0.00	0.00	-27,825.60	-7,861.65	0.00	27,825.60	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	0.00	0.00	-2,860.00	-360.00	0.00	2,860.00	100.0%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	-1,700.00	-850.00	0.00	0.00	100.0%
126 32934		CHANGE OF USE					
	-8,025.00	-8,025.00	0.00	0.00	0.00	-8,025.00	.0%
126 36110		INTEREST					
	0.00	0.00	-40.39	-14.38	0.00	40.39	100.0%
126 38101		FROM GENERAL FUND					
	-30,000.00	-30,000.00	-10,000.00	-2,500.00	0.00	-20,000.00	33.3%
126 38910		CASH BALANCE FORWARD					
	-12,250.00	-12,250.00	0.00	0.00	0.00	-12,250.00	.0%
126 53100		PROFESSIONAL SERVICES					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
126 54970		PROGRAM COSTS					
	33,000.00	33,000.00	0.00	0.00	0.00	33,000.00	.0%
126 59990		RESERVE					
	18,475.00	18,475.00	0.00	0.00	0.00	18,475.00	.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-14,600.39	-3,724.38	0.00	14,600.39	100.0%
TOTAL REVENUES							
	-51,975.00	-51,975.00	-14,600.39	-3,724.38	0.00	-37,374.61	
TOTAL EXPENSES							
	51,975.00	51,975.00	0.00	0.00	0.00	51,975.00	
GRAND TOTAL							
	0.00	0.00	-14,600.39	-3,724.38	0.00	14,600.39	100.0%

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV						
130 36110	INTEREST					
	0.00	0.00	-1,276.62	-325.48	0.00	1,276.62 100.0%
130 38910	CASH BALANCE FORWARD					
	-101,181.00	-101,181.00	0.00	0.00	0.00	-101,181.00 .0%
130 56300	IMPROVEMENTS					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00 .0%
TOTAL CDBG ECON DEV						
	0.00	0.00	-1,276.62	-325.48	0.00	1,276.62 100.0%
TOTAL REVENUES						
	-101,181.00	-101,181.00	-1,276.62	-325.48	0.00	-99,904.38
TOTAL EXPENSES						
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00
GRAND TOTAL						
	0.00	0.00	-1,276.62	-325.48	0.00	1,276.62 100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	0.00	0.00	-2,073.62	-665.90	0.00	2,073.62	100.0%
135 36601		DONATIONS/LAND CONSERVATION					
	0.00	0.00	-115,000.00	0.00	0.00	115,000.00	100.0%
135 36800		CAPITAL CONTRIBUTION					
	0.00	-307,284.00	-307,283.75	0.00	0.00	-0.25	100.0%
135 38101		FROM GENERAL FUND					
	-1,207,000.00	-1,207,000.00	-1,207,000.00	0.00	0.00	0.00	100.0%
135 56100		LAND					
	1,000,000.00	1,307,284.00	623,849.25	0.00	0.00	683,434.75	47.7%
135 59990		RESERVE					
	207,000.00	207,000.00	0.00	0.00	0.00	207,000.00	.0%
TOTAL LAND CONSERVATION TRUST							
	0.00	0.00	-1,007,508.12	-665.90	0.00	1,007,508.12	100.0%
TOTAL REVENUES							
	-1,207,000.00	-1,514,284.00	-1,631,357.37	-665.90	0.00	117,073.37	
TOTAL EXPENSES							
	1,207,000.00	1,514,284.00	623,849.25	0.00	0.00	890,434.75	
GRAND TOTAL							
	0.00	0.00	-1,007,508.12	-665.90	0.00	1,007,508.12	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 31610		LOCAL BUSINESS TAX					
	0.00	0.00	-1,044.55	0.00	0.00	1,044.55	100.0%
140 31620		LOCAL BUSINESS TAX - PENALTIES					
	0.00	0.00	-288.75	0.00	0.00	288.75	100.0%
140 31630		LOCAL BUSINESS TAX-OTHER FEES					
	0.00	0.00	-485.63	0.00	0.00	485.63	100.0%
140 32200		BUILDING PERMITS					
	-655,000.00	-655,000.00	-147,771.10	-37,475.50	0.00	-507,228.90	22.6%
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-300,000.00	-300,000.00	-58,126.50	-14,850.00	0.00	-241,873.50	19.4%
140 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	-7,500.00	-1,222.00	-121.00	0.00	-6,278.00	16.3%
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	-5,000.00	-12,286.00	-3,600.00	0.00	7,286.00	245.7%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-1,295.00	-105.00	0.00	-2,205.00	37.0%
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-100.00	-100.00	-350.00	0.00	0.00	250.00	350.0%
140 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	-1,575.00	-493.00	0.00	-675.00	70.0%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-18,745.00	-4,860.00	0.00	-41,255.00	31.2%
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-1,725.00	-525.00	0.00	-6,775.00	20.3%
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-4,800.00	-1,520.00	0.00	-9,200.00	34.3%
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-1,275.00	-450.00	0.00	-4,725.00	21.3%
140 32911		MECHANICAL					
	-75,000.00	-75,000.00	-12,421.00	-4,000.00	0.00	-62,579.00	16.6%
140 32912		PLUMBING PERMITS					
	-35,000.00	-35,000.00	-9,266.00	-2,050.00	0.00	-25,734.00	26.5%
140 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-11,319.00	-1,365.00	0.00	-13,681.00	45.3%
140 32920		CDD COPIES MADE FEE					
	0.00	0.00	-376.15	-193.15	0.00	376.15	100.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-1,624.49	-1,624.49	0.00	-375.51	81.2%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-195.00	0.00	0.00	-805.00	19.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 36110		INTEREST					
	0.00	0.00	-8,029.40	-2,169.99	0.00	8,029.40	100.0%
140 36992		GAIN ON SALE OF ASSET					
	-24,000.00	-24,000.00	-24,731.00	-24,731.00	0.00	731.00	103.0%
140 38910		CASH BALANCE FORWARD					
	-2,409,892.00	-2,409,892.00	-3,250,862.25	0.00	0.00	840,970.25	134.9%
140 51200		SALARIES					
	658,235.00	658,235.00	165,964.16	52,378.99	0.00	492,270.84	25.2%
140 51300		SEASONAL/TEMPORARY					
	0.00	93,600.00	0.00	0.00	0.00	93,600.00	.0%
140 51350		PART-TIME					
	40,164.00	40,164.00	7,481.89	2,445.27	0.00	32,682.11	18.6%
140 51400		OVERTIME					
	5,000.00	5,000.00	1,015.51	1,006.29	0.00	3,984.49	20.3%
140 52100		FICA					
	53,810.00	61,010.00	12,837.60	4,122.79	0.00	48,172.40	21.0%
140 52200		RETIREMENT					
	150,472.00	150,472.00	40,008.26	12,791.09	0.00	110,463.74	26.6%
140 52300		HEALTH INSUR					
	121,789.00	121,789.00	33,014.02	7,658.75	0.00	88,774.98	27.1%
140 52301		LIFE INSUR					
	3,493.00	3,493.00	965.71	212.91	0.00	2,527.29	27.6%
140 52400		WORKERS' COMP					
	10,412.00	11,012.00	3,472.00	868.00	0.00	7,540.00	31.5%
140 53100		PROFESSIONAL SERVICES					
	137,000.00	287,000.00	27,934.01	17,362.96	8,400.00	250,665.99	12.7%
140 53400		CONTRACTUAL					
	109,325.00	101,825.01	19,781.60	29.15	0.00	82,043.41	19.4%
140 54000		TRAINING/TRAVEL					
	49,040.00	49,040.00	6,459.70	2,838.50	0.00	42,580.30	13.2%
140 54100		COMM - PHONE/FAX/ALARM					
	647.00	647.00	56.46	18.54	0.00	590.54	8.7%
140 54101		COMMUNICATIONS-CELLULAR					
	4,920.00	12,419.99	3,105.53	1,384.94	0.00	9,314.46	25.0%
140 54500		INSURANCE					
	8,470.00	8,470.00	2,824.00	706.00	0.00	5,646.00	33.3%
140 54620		R/M EQUIPMENT					
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630		R/M VEHICLES-LABOR					
	1,200.00	1,200.00	646.50	516.50	0.00	553.50	53.9%
140 54640		R/M VEHICLES-PARTS					
	500.00	500.00	1,143.95	875.13	0.00	-643.95	228.8%
140 54700		PRINTING					
	9,675.00	9,675.00	0.00	0.00	0.00	9,675.00	.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100		OFFICE SUPPLIES					
	5,000.00	5,000.00	1,853.87	196.94	0.00	3,146.13	37.1%
140 55200		OPERATING SUPPLIES					
	8,680.00	8,680.00	7,710.62	1,576.59	0.00	969.38	88.8%
140 55210		UNIFORMS					
	4,350.00	4,350.00	1,403.41	0.00	0.00	2,946.59	32.3%
140 55230		GAS/OIL					
	3,500.00	3,500.00	1,203.38	343.47	0.00	2,296.62	34.4%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	3,010.96	455.00	0.00	17,989.04	14.3%
140 56400		EQUIPMENT					
	30,000.00	124,671.00	0.00	0.00	124,108.15	562.85	99.5%
140 56401		NON CAP EQUIP					
	5,400.00	5,400.00	4,389.96	4,389.96	0.00	1,010.04	81.3%
140 59990		RESERVE					
	2,170,150.00	1,824,079.00	0.00	0.00	0.00	1,824,079.00	.0%
TOTAL BUILDING FEES FUND	0.00	0.00	-3,223,530.72	12,044.64	132,508.15	3,091,022.57	100.0%
TOTAL REVENUES	-3,633,742.00	-3,633,742.00	-3,569,813.82	-100,133.13	0.00	-63,928.18	
TOTAL EXPENSES	3,633,742.00	3,633,742.00	346,283.10	112,177.77	132,508.15	3,154,950.75	
GRAND TOTAL	0.00	0.00	-3,223,530.72	12,044.64	132,508.15	3,091,022.57	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-3,822.20	-1,026.92	0.00	-6,977.80	35.4%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-275,258.99	-41,070.09	0.00	-188,941.01	59.3%
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-15,728.01	-6,107.94	0.00	-56,802.99	21.7%
145 38910		CASH BALANCE FORWARD					
	-1,434,998.00	-1,434,998.00	0.00	0.00	0.00	-1,434,998.00	.0%
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	166,668.00	41,667.00	0.00	333,332.00	33.3%
145 59990		RESERVE					
	1,482,529.00	1,482,529.00	0.00	0.00	0.00	1,482,529.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	-128,141.20	-6,537.95	0.00	128,141.20	100.0%
TOTAL REVENUES	-1,982,529.00	-1,982,529.00	-294,809.20	-48,204.95	0.00	-1,687,719.80	
TOTAL EXPENSES	1,982,529.00	1,982,529.00	166,668.00	41,667.00	0.00	1,815,861.00	
GRAND TOTAL	0.00	0.00	-128,141.20	-6,537.95	0.00	128,141.20	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	0.00	0.00	-1,103.96	-283.53	0.00	1,103.96	100.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-102,276.88	-16,763.32	0.00	-89,523.12	53.3%
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-7,625.22	-3,704.43	0.00	-52,311.78	12.7%
146 38910		CASH BALANCE FORWARD					
	-433,404.00	-433,404.00	0.00	0.00	0.00	-433,404.00	.0%
146 59230		TRANSFER TO UTIL ACQ DS					
	340,000.00	340,000.00	113,332.00	28,333.00	0.00	226,668.00	33.3%
146 59990		RESERVE					
	345,141.00	345,141.00	0.00	0.00	0.00	345,141.00	.0%
TOTAL WATER IMPACT							
	0.00	0.00	2,325.94	7,581.72	0.00	-2,325.94	100.0%
TOTAL REVENUES							
	-685,141.00	-685,141.00	-111,006.06	-20,751.28	0.00	-574,134.94	
TOTAL EXPENSES							
	685,141.00	685,141.00	113,332.00	28,333.00	0.00	571,809.00	
GRAND TOTAL							
	0.00	0.00	2,325.94	7,581.72	0.00	-2,325.94	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410		ELECTRIC MUNICIPAL TAX					
	-700,376.00	-700,376.00	-247,761.23	-57,531.13	0.00	-452,614.77	35.4%
150 31420		TELEPHONE MUNICIPAL TAX					
	-659,022.00	-659,022.00	-237,532.74	-55,662.24	0.00	-421,489.26	36.0%
150 31430		WATER MUNICIPAL TAX					
	0.00	0.00	197.20	0.00	0.00	-197.20	100.0%
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	-42,959.60	-19,876.52	0.00	-67,040.40	39.1%
150 36110		INTEREST					
	0.00	0.00	-901.17	-245.75	0.00	901.17	100.0%
150 38910		CASH BALANCE FORWARD					
	-339,128.00	-339,128.00	0.00	0.00	0.00	-339,128.00	.0%
150 59100		TRANSFER TO GENERAL FUND					
	1,500,000.00	1,500,000.00	500,000.00	125,000.00	0.00	1,000,000.00	33.3%
150 59990		RESERVE					
	308,526.00	308,526.00	0.00	0.00	0.00	308,526.00	.0%
TOTAL UTILITY TAX							
	0.00	0.00	-28,957.54	-8,315.64	0.00	28,957.54	100.0%
TOTAL REVENUES							
	-1,808,526.00	-1,808,526.00	-528,957.54	-133,315.64	0.00	-1,279,568.46	
TOTAL EXPENSES							
	1,808,526.00	1,808,526.00	500,000.00	125,000.00	0.00	1,308,526.00	
GRAND TOTAL							
	0.00	0.00	-28,957.54	-8,315.64	0.00	28,957.54	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,000.00	-3,000.00	-1,120.00	-440.00	0.00	-1,880.00	37.3%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-1,200.00	-560.00	0.00	-1,000.00	54.5%
170 34570		PERPETUAL CARE					
	-50,000.00	-50,000.00	-11,523.62	-4,542.74	0.00	-38,476.38	23.0%
170 34580		SALE OF LOTS					
	-82,500.00	-82,500.00	-20,365.08	-7,591.51	0.00	-62,134.92	24.7%
170 36110		INTEREST					
	-10,000.00	-10,000.00	-2,763.43	-698.41	0.00	-7,236.57	27.6%
170 36120		UNREALIZED GAIN					
	0.00	0.00	438.97	250.79	0.00	-438.97	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-3,768.00	-942.00	0.00	-7,532.00	33.3%
170 38910		CASH BALANCE FORWARD					
	-111,261.00	-111,261.00	0.00	0.00	0.00	-111,261.00	.0%
170 38913		CASH BAL FOR RESTD CEMET					
	-1,050,322.00	-1,050,322.00	0.00	0.00	0.00	-1,050,322.00	.0%
170 51200		SALARIES					
	77,162.00	77,162.00	24,565.08	8,817.60	0.00	52,596.92	31.8%
170 51400		OVERTIME					
	2,000.00	2,000.00	2.95	0.00	0.00	1,997.05	.1%
170 52100		FICA					
	6,056.00	6,056.00	1,722.67	631.92	0.00	4,333.33	28.4%
170 52200		RETIREMENT					
	18,488.00	18,488.00	5,886.48	2,112.69	0.00	12,601.52	31.8%
170 52300		HEALTH INSUR					
	26,712.00	26,712.00	8,904.00	2,226.00	0.00	17,808.00	33.3%
170 52301		LIFE INSUR					
	431.00	431.00	143.82	36.19	0.00	287.18	33.4%
170 52400		WORKERS' COMP					
	7,006.00	7,006.00	2,336.00	584.00	0.00	4,670.00	33.3%
170 53200		AUDITING					
	2,265.00	2,265.00	756.00	189.00	0.00	1,509.00	33.4%
170 53400		CONTRACTUAL					
	8,588.00	8,588.00	558.34	167.07	0.00	8,029.66	6.5%
170 54101		COMMUNICATIONS-CELLULAR					
	0.00	0.00	-0.92	0.00	0.00	0.92	100.0%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	313.20	104.61	0.00	3,486.80	8.2%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	65.59	28.55	0.00	934.41	6.6%
170 54500		INSURANCE					
	2,834.00	2,834.00	944.00	236.00	0.00	1,890.00	33.3%
170 54610		R/M BLDG & GROUNDS					
	13,000.00	13,000.00	3,008.80	2,354.82	0.00	9,991.20	23.1%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
170 54630		R/M VEHICLES-LABOR					
	2,200.00	2,200.00	565.00	325.00	0.00	1,635.00	25.7%
170 54640		R/M VEHICLES-PARTS					
	1,500.00	1,500.00	511.25	273.15	0.00	988.75	34.1%
170 55200		OPERATING SUPPLIES					
	2,500.00	2,500.00	56.62	26.68	0.00	2,443.38	2.3%
170 55210		UNIFORMS					
	1,200.00	1,200.00	781.07	183.60	0.00	418.93	65.1%
170 55230		GAS/OIL					
	3,000.00	3,000.00	761.23	170.45	0.00	2,238.77	25.4%
170 56400		MACH/EQUIP					
	22,000.00	22,000.00	0.00	0.00	22,128.90	-128.90	100.6%
170 59990		RESERVE					
	40,236.00	40,236.00	0.00	0.00	0.00	40,236.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,076,605.00	1,076,605.00	0.00	0.00	0.00	1,076,605.00	.0%
TOTAL CEMETERY	0.00	0.00	11,580.02	3,943.46	22,128.90	-33,708.92	100.0%
TOTAL REVENUES	-1,320,583.00	-1,320,583.00	-40,301.16	-14,523.87	0.00	-1,280,281.84	
TOTAL EXPENSES	1,320,583.00	1,320,583.00	51,881.18	18,467.33	22,128.90	1,246,572.92	
GRAND TOTAL	0.00	0.00	11,580.02	3,943.46	22,128.90	-33,708.92	100.0%

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-11,453.00	-11,453.00	0.00	0.00	0.00	-11,453.00	.0%
180 31117		PROPERTY TAXES-COUNTY					
	-13,386.00	-13,386.00	0.00	0.00	0.00	-13,386.00	.0%
180 36110		INTEREST					
	0.00	0.00	-53.94	-14.58	0.00	53.94	100.0%
180 36991		PARKING REVENUE					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
180 38910		CASH BALANCE FORWARD					
	-29,785.00	-29,785.00	0.00	0.00	0.00	-29,785.00	.0%
180 59990		RESERVE					
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	.0%
TOTAL COMM DEVELOP AREA	0.00	0.00	-53.94	-14.58	0.00	53.94	100.0%
	TOTAL REVENUES						
	-55,624.00	-55,624.00	-53.94	-14.58	0.00	-55,570.06	
	TOTAL EXPENSES						
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	
	GRAND TOTAL						
	0.00	0.00	-53.94	-14.58	0.00	53.94	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-123,726.00	-123,726.00	-30,931.50	-20,621.00	0.00	-92,794.50	25.0%
190 36110		INTEREST					
	0.00	0.00	-195.16	-41.40	0.00	195.16	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,675.00	0.00	0.00	1,675.00	100.0%
190 38910		CASH BALANCE FORWARD					
	-97,023.00	-97,023.00	0.00	0.00	0.00	-97,023.00	.0%
190 54000		TRAINING/TRAVEL					
	11,500.00	6,900.00	2,698.20	0.00	0.00	4,201.80	39.1%
190 54921		UNDERCOVER					
	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	.0%
190 55200		OPERATING SUPPLIES					
	30,000.00	30,000.00	16,167.01	1,358.87	0.00	13,832.99	53.9%
190 56400		MACH/EQUIP					
	109,000.00	113,600.00	43,130.00	0.00	63,416.54	7,053.46	93.8%
190 56401		EQUIP-NON CAPITAL					
	13,000.00	13,000.00	2,132.50	0.00	0.00	10,867.50	16.4%
190 59990		RESERVE					
	50,249.00	50,249.00	0.00	0.00	0.00	50,249.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	31,326.05	-19,303.53	63,416.54	-94,742.59	100.0%
TOTAL REVENUES							
	-220,749.00	-220,749.00	-32,801.66	-20,662.40	0.00	-187,947.34	
TOTAL EXPENSES							
	220,749.00	220,749.00	64,127.71	1,358.87	63,416.54	93,204.75	
GRAND TOTAL							
	0.00	0.00	31,326.05	-19,303.53	63,416.54	-94,742.59	100.0%

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110		INTEREST					
	0.00	0.00	-157.00	-78.26	0.00	157.00	100.0%
220 38101		FROM GENERAL FUND					
	-423,376.00	-423,376.00	-141,124.00	-35,281.00	0.00	-282,252.00	33.3%
220 38910		CASH BALANCE FORWARD					
	-4,464.00	-4,464.00	0.00	0.00	0.00	-4,464.00	.0%
220 57100		PRINCIPAL					
	404,000.00	404,000.00	0.00	0.00	0.00	404,000.00	.0%
220 57200		INTEREST					
	19,376.00	19,376.00	9,687.80	0.00	0.00	9,688.20	50.0%
220 59990		RESERVE					
	4,464.00	4,464.00	0.00	0.00	0.00	4,464.00	.0%
TOTAL BOND DEBT SERVICE							
	0.00	0.00	-131,593.20	-35,359.26	0.00	131,593.20	100.0%
TOTAL REVENUES							
	-427,840.00	-427,840.00	-141,281.00	-35,359.26	0.00	-286,559.00	
TOTAL EXPENSES							
	427,840.00	427,840.00	9,687.80	0.00	0.00	418,152.20	
GRAND TOTAL							
	0.00	0.00	-131,593.20	-35,359.26	0.00	131,593.20	100.0%

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	0.00	0.00	-1,763.94	-715.26	0.00	1,763.94	100.0%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-166,668.00	-41,667.00	0.00	-333,332.00	33.3%
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-113,332.00	-28,333.00	0.00	-226,668.00	33.3%
230 38145		FROM WASTEWATER					
	-418,629.00	-418,629.00	-139,544.00	-34,886.00	0.00	-279,085.00	33.3%
230 38146		FROM WATER					
	-1,495,471.00	-1,495,471.00	-498,492.00	-124,623.00	0.00	-996,979.00	33.3%
230 38910		CASH BALANCE FORWARD					
	-274,000.00	-274,000.00	0.00	0.00	0.00	-274,000.00	.0%
230 57100		PRINCIPAL					
	1,575,000.00	1,575,000.00	0.00	0.00	0.00	1,575,000.00	.0%
230 57200		INTEREST					
	1,179,100.00	1,179,100.00	0.00	0.00	0.00	1,179,100.00	.0%
230 59990		RESERVE					
	274,000.00	274,000.00	0.00	0.00	0.00	274,000.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-919,799.94	-230,224.26	0.00	919,799.94	100.0%
TOTAL REVENUES							
	-3,028,100.00	-3,028,100.00	-919,799.94	-230,224.26	0.00	-2,108,300.06	
TOTAL EXPENSES							
	3,028,100.00	3,028,100.00	0.00	0.00	0.00	3,028,100.00	
GRAND TOTAL							
	0.00	0.00	-919,799.94	-230,224.26	0.00	919,799.94	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400		STATE GRANT					
	-64,900.00	-64,900.00	0.00	0.00	0.00	-64,900.00	.0%
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-39,300.80	-9,825.20	0.00	-85,699.20	31.4%
300 33710		COUNTY GRANT					
	-35,100.00	-35,100.00	0.00	0.00	0.00	-35,100.00	.0%
300 36110		INTEREST					
	-12,000.00	-12,000.00	-3,585.63	-1,017.56	0.00	-8,414.37	29.9%
300 38101		FROM GENERAL FUND					
	-1,445,000.00	-1,445,000.00	-481,668.00	-120,417.00	0.00	-963,332.00	33.3%
300 38152		FROM UB					
	-10,700.00	-10,700.00	-3,566.68	-891.67	0.00	-7,133.32	33.3%
300 38410		LOAN PROCEEDS					
	-525,000.00	-525,000.00	0.00	0.00	0.00	-525,000.00	.0%
300 38910		CASH BALANCE FORWARD					
	-374,437.00	-374,437.00	0.00	0.00	0.00	-374,437.00	.0%
TOTAL CAPITAL IMPROVEMENT							
	-2,592,137.00	-2,592,137.00	-528,121.11	-132,151.43	0.00	-2,064,015.89	20.4%
TOTAL REVENUES							
	-2,592,137.00	-2,592,137.00	-528,121.11	-132,151.43	0.00	-2,064,015.89	
GRAND TOTAL							
	-2,592,137.00	-2,592,137.00	-528,121.11	-132,151.43	0.00	-2,064,015.89	20.4%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 57100	PRINCIPAL						
	685,090.00	685,090.00	187,668.93	0.00	0.00	497,421.07	27.4%
3001000 57200	INTEREST						
	16,301.00	16,301.00	1,998.56	0.00	0.00	14,302.44	12.3%
3001000 57310	BOND EXPENSE						
	700.00	700.00	630.00	630.00	0.00	70.00	90.0%
3001000 59990	RESERVE						
	4,546.00	4,546.00	0.00	0.00	0.00	4,546.00	.0%
TOTAL GENERAL GOVERNMENT	706,637.00	706,637.00	190,297.49	630.00	0.00	516,339.51	26.9%
TOTAL EXPENSES	706,637.00	706,637.00	190,297.49	630.00	0.00	516,339.51	
3001310 CAP IMP IT							
3001310 56400	EQUIPMENT						
	125,000.00	125,000.00	94,444.33	0.00	0.00	30,555.67	75.6%
TOTAL CAP IMP IT	125,000.00	125,000.00	94,444.33	0.00	0.00	30,555.67	75.6%
TOTAL EXPENSES	125,000.00	125,000.00	94,444.33	0.00	0.00	30,555.67	
3002100 CAP IMP POLICE							
3002100 56400	EQUIPMENT						
	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
TOTAL CAP IMP POLICE	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
TOTAL EXPENSES	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	
3002200 CAP IMP FIRE							
3002200 56400	MACH/EQUIP						
	525,000.00	525,000.00	0.00	0.00	520,100.00	4,900.00	99.1%

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3002200 CAP IMP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL CAP IMP FIRE	525,000.00	525,000.00	0.00	0.00	520,100.00	4,900.00	99.1%
TOTAL EXPENSES	525,000.00	525,000.00	0.00	0.00	520,100.00	4,900.00	
3004100 CAP IMP STREETS							
3004100 56311	117,000.00	115,185.00	54,648.69	18,154.83	31,476.00	29,060.31	74.8%
3004100 56312	37,000.00	37,000.00	0.00	0.00	36,910.00	90.00	99.8%
3004100 56320	462,500.00	464,315.00	195,071.80	195,071.80	269,239.80	3.40	100.0%
3004100 56500	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
TOTAL CAP IMP STREETS	866,500.00	866,500.00	249,720.49	213,226.63	337,625.80	279,153.71	67.8%
TOTAL EXPENSES	866,500.00	866,500.00	249,720.49	213,226.63	337,625.80	279,153.71	
3007200 CAP IMP REC							
3007200 56327	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	.0%
3007200 56331	35,000.00	35,000.00	2,816.00	0.00	27,184.00	5,000.00	85.7%
3007200 56365	0.00	0.00	2,375.00	0.00	-2,375.00	0.00	.0%
TOTAL CAP IMP REC	100,000.00	100,000.00	5,191.00	0.00	24,809.00	70,000.00	30.0%
TOTAL EXPENSES	100,000.00	100,000.00	5,191.00	0.00	24,809.00	70,000.00	
3007210 PARKS IMPROVEMENTS							
3007210 56300	84,000.00	84,000.00	0.00	0.00	0.00	84,000.00	.0%



FOR 2020 04							
3007210	PARKS IMPROVEMENTS ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	TOTAL PARKS IMPROVEMENTS						
	84,000.00	84,000.00	0.00	0.00	0.00	84,000.00	.0%
	TOTAL EXPENSES						
	84,000.00	84,000.00	0.00	0.00	0.00	84,000.00	
3007220 CAP IMP PECK							
	IMPROVEMENTS						
	55,000.00	55,000.00	30,081.51	12,954.70	-22,553.35	47,471.84	13.7%
	TOTAL CAP IMP PECK						
	55,000.00	55,000.00	30,081.51	12,954.70	-22,553.35	47,471.84	13.7%
	TOTAL EXPENSES						
	55,000.00	55,000.00	30,081.51	12,954.70	-22,553.35	47,471.84	
3007225 MLK CENTER							
	IMPROVEMENTS						
	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
	TOTAL MLK CENTER						
	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
	TOTAL EXPENSES						
	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	
	GRAND TOTAL						
	2,592,137.00	2,592,137.00	569,734.82	226,811.33	859,981.45	1,162,420.73	55.2%

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Revenues	(\$ 528,121)
Expenses	\$ 569,735
Net	\$ 41,614



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City of Fernandina Beach
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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33400	STATE GRANT					
	0.00 -75,000.00	-8,491.50	0.00	0.00	-66,508.50	11.3%
310 36110	INTEREST					
	-10,000.00 -10,000.00	-13,575.03	-3,610.28	0.00	3,575.03	135.8%
310 38410	LOAN PROCEEDS					
	-1,500,000.00 -1,500,000.00	0.00	0.00	0.00	-1,500,000.00	.0%
TOTAL CAPITAL EXPANSION						
	-1,510,000.00 -1,585,000.00	-22,066.53	-3,610.28	0.00	-1,562,933.47	1.4%
TOTAL REVENUES						
	-1,510,000.00 -1,585,000.00	-22,066.53	-3,610.28	0.00	-1,562,933.47	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
	-221,500.00 -221,500.00	-25,698.45	-6,355.73	0.00	-195,801.55	11.6%
3101000 38910	CASH BALANCE FORWARD					
	-798,766.00 -798,766.00	0.00	0.00	0.00	-798,766.00	.0%
TOTAL CAP EXP ADMIN						
	-1,020,266.00 -1,020,266.00	-25,698.45	-6,355.73	0.00	-994,567.55	2.5%
TOTAL REVENUES						
	-1,020,266.00 -1,020,266.00	-25,698.45	-6,355.73	0.00	-994,567.55	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
	-132,000.00 -132,000.00	-15,314.64	-3,787.61	0.00	-116,685.36	11.6%
3102100 38910	CASH BALANCE FORWARD					
	-208,431.00 -208,431.00	0.00	0.00	0.00	-208,431.00	.0%
TOTAL CAP EXP POLICE						
	-340,431.00 -340,431.00	-15,314.64	-3,787.61	0.00	-325,116.36	4.5%
TOTAL REVENUES						
	-340,431.00 -340,431.00	-15,314.64	-3,787.61	0.00	-325,116.36	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					



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3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	-180,000.00	-180,000.00	-20,883.60	-5,164.92	0.00	-159,116.40	11.6%
3102200 38910	CASH BALANCE FORWARD						
	-602,072.00	-602,072.00	0.00	0.00	0.00	-602,072.00	.0%
TOTAL CAP EXP FIRE	-782,072.00	-782,072.00	-20,883.60	-5,164.92	0.00	-761,188.40	2.7%
TOTAL REVENUES	-782,072.00	-782,072.00	-20,883.60	-5,164.92	0.00	-761,188.40	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,442,500.00	-1,442,500.00	-157,927.79	-41,391.09	0.00	-1,284,572.21	10.9%
3107200 38910	CASH BALANCE FORWARD						
	-2,595,960.00	-2,595,960.00	0.00	0.00	0.00	-2,595,960.00	.0%
TOTAL CAP EXP RECREATION	-4,038,460.00	-4,038,460.00	-157,927.79	-41,391.09	0.00	-3,880,532.21	3.9%
TOTAL REVENUES	-4,038,460.00	-4,038,460.00	-157,927.79	-41,391.09	0.00	-3,880,532.21	
GRAND TOTAL	-7,691,229.00	-7,766,229.00	-241,891.01	-60,309.63	0.00	-7,524,337.99	3.1%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN						
3101000 56200	BUILDING					
1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	.0%
3101000 56368	MAIN STREET IMPROVEMENTS					
0.00	25,600.00	18,744.63	18,744.63	-14,444.63	21,300.00	16.8%
3101000 56500	INFRASTRUCTURE					
50,500.00	50,500.00	0.00	0.00	0.00	50,500.00	.0%
3101000 59990	RESERVE					
971,666.00	946,066.00	0.00	0.00	0.00	946,066.00	.0%
TOTAL CAP EXP ADMIN						
2,522,166.00	2,522,166.00	18,744.63	18,744.63	-14,444.63	2,517,866.00	.2%
TOTAL EXPENSES						
2,522,166.00	2,522,166.00	18,744.63	18,744.63	-14,444.63	2,517,866.00	
3102100 CAP EXP POLICE						
3102100 59990	RESERVE					
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL CAP EXP POLICE						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	.0%
TOTAL EXPENSES						
340,927.00	340,927.00	0.00	0.00	0.00	340,927.00	
3102200 CAP EXP FIRE						
3102200 56200	BUILDING					
0.00	140,000.00	64,930.00	21,140.00	-64,930.00	140,000.00	.0%
3102200 56400	MACH/EQUIP					
182,044.00	42,044.00	0.00	0.00	0.00	42,044.00	.0%
3102200 59990	RESERVE					
601,459.00	601,459.00	0.00	0.00	0.00	601,459.00	.0%
TOTAL CAP EXP FIRE						
783,503.00	783,503.00	64,930.00	21,140.00	-64,930.00	783,503.00	.0%
TOTAL EXPENSES						
783,503.00	783,503.00	64,930.00	21,140.00	-64,930.00	783,503.00	



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3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 CAP EXP RECREATION							
3107200 56100	LAND						
	0.00	900,000.00	0.00	0.00	0.00	900,000.00	.0%
3107200 56200	BUILDING						
	655,000.00	655,000.00	3,290.00	0.00	277,275.00	374,435.00	42.8%
3107200 56300	IMPROVEMENTS						
	1,601,500.00	1,676,500.00	7,985.00	0.00	702,500.00	966,015.00	42.4%
3107200 56400	MACH/EQUIP						
	18,000.00	18,000.00	17,405.00	0.00	0.00	595.00	96.7%
3107200 56500	INFRASTRUCTURE						
	900,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3107200 59990	RESERVE						
	870,133.00	870,133.00	0.00	0.00	0.00	870,133.00	.0%
TOTAL CAP EXP RECREATION							
	4,044,633.00	4,119,633.00	28,680.00	0.00	979,775.00	3,111,178.00	24.5%
TOTAL EXPENSES							
	4,044,633.00	4,119,633.00	28,680.00	0.00	979,775.00	3,111,178.00	
GRAND TOTAL							
	7,691,229.00	7,766,229.00	112,354.63	39,884.63	900,400.37	6,753,474.00	13.0%

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Revenues	(\$ 241,891)
Expenses	\$ 112,355
Net	(\$ 129,536)



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110	INTEREST						
	0.00	0.00	-13,678.03	-3,451.42	0.00	13,678.03	100.0%
330 36120	UNREALIZED GAIN						
	0.00	0.00	411.96	115.89	0.00	-411.96	100.0%
330 38145	FROM WASTEWATER						
	-1,500,000.00	-1,500,000.00	-500,000.00	-125,000.00	0.00	-1,000,000.00	33.3%
330 38910	CASH BALANCE FORWARD						
	-4,988,400.00	-4,988,400.00	0.00	0.00	0.00	-4,988,400.00	.0%
330 59990	RESERVE						
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT							
	0.00	0.00	-513,266.07	-128,335.53	0.00	513,266.07	100.0%
TOTAL REVENUES							
	-6,488,400.00	-6,488,400.00	-513,266.07	-128,335.53	0.00	-5,975,133.93	
TOTAL EXPENSES							
	6,488,400.00	6,488,400.00	0.00	0.00	0.00	6,488,400.00	
GRAND TOTAL							
	0.00	0.00	-513,266.07	-128,335.53	0.00	513,266.07	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 33120		FEMA GRANT					
	0.00	0.00	-707.88	-707.88	0.00	707.88	100.0%
410 34710		GREEN FEES					
	-283,185.00	-283,185.00	-96,998.78	-30,750.94	0.00	-186,186.22	34.3%
410 34713		GOLF CARTS					
	-456,931.00	-456,931.00	-111,452.31	-31,048.79	0.00	-345,478.69	24.4%
410 34714		RANGE FEES					
	-45,370.00	-45,370.00	-10,715.54	-3,601.71	0.00	-34,654.46	23.6%
410 34715		PRO SHOP SALES					
	-74,352.00	-74,352.00	-16,810.15	-3,331.78	0.00	-57,541.85	22.6%
410 34716		SNACK BAR SALES					
	-327,822.00	-327,822.00	-110,342.98	-22,742.51	0.00	-217,479.02	33.7%
410 34718		FACILITY RENTAL					
	-41,748.00	-41,748.00	-4,535.45	-1,536.95	0.00	-37,212.55	10.9%
410 34719		SCHOOL OF GOLF					
	-3,600.00	-3,600.00	0.00	0.00	0.00	-3,600.00	.0%
410 34733		MEMBERSHIPS	LY \$92,801.55				
	-134,642.00	-134,642.00	-89,500.48	-7,389.58	0.00	-45,141.52	66.5%
410 36990		OTHER REVENUE					
	-22,292.00	-22,292.00	-18,244.71	-4,295.50	0.00	-4,047.29	81.8%
410 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	3,700.00	3,930.00	0.00	-3,700.00	100.0%
410 38101		FROM GENERAL FUND					
	-220,000.00	-220,000.00	-73,336.00	-18,334.00	0.00	-146,664.00	33.3%
410 38910		CASH BALANCE FORWARD					
	1,001,163.00	1,001,163.00	0.00	0.00	0.00	1,001,163.00	.0%
410 52350		OPEB COSTS					
	878.00	878.00	292.00	73.00	0.00	586.00	33.3%
410 53100		PROFESSIONAL SERVICES					
	0.00	0.00	2,722.51	0.00	-2,722.51	0.00	.0%
410 53200		AUDITING					
	6,795.00	6,795.00	2,264.00	566.00	0.00	4,531.00	33.3%
410 53400		CONTRACTUAL					
	648,744.00	648,744.00	214,400.94	53,069.65	0.00	434,343.06	33.0%
410 54000		TRAINING/TRAVEL					
	6,768.00	6,768.00	874.12	63.80	0.00	5,893.88	12.9%
410 54100		COMM - PHONE/FAX/ALARM					
	1,200.00	1,200.00	268.52	55.62	0.00	931.48	22.4%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	70.00	0.00	0.00	2,450.00	2.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54103		COMMUNICATIONS-INTERNET					
	7,900.00	7,900.00	1,519.38	352.71	0.00	6,380.62	19.2%
410 54200		POSTAGE					
	600.00	600.00	225.54	0.00	0.00	374.46	37.6%
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	21,217.86	4,852.92	0.00	42,982.14	33.0%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,050.00	9,050.00	4,960.69	1,381.91	0.00	4,089.31	54.8%
410 54400		RENTALS/LEASES					
	7,560.00	7,560.00	2,286.58	598.46	0.00	5,273.42	30.2%
410 54500		INSURANCE					
	71,400.00	71,400.00	28,412.86	7,103.22	0.00	42,987.14	39.8%
410 54610		R/M BLDG & GROUNDS					
	1,200.00	1,200.00	650.00	0.00	0.00	550.00	54.2%
410 54620		R/M EQUIPMENT					
	49,200.00	49,200.00	18,945.01	1,651.66	0.00	30,254.99	38.5%
410 54800		PROMOTIONAL					
	32,175.00	32,175.00	10,444.27	3,714.60	0.00	21,730.73	32.5%
410 54900		MISC EXPENSE					
	0.00	0.00	798.67	798.67	0.00	-798.67	100.0%
410 55100		OFFICE SUPPLIES					
	1,956.00	1,956.00	559.25	0.00	0.00	1,396.75	28.6%
410 55200		OPERATING SUPPLIES					
	174,608.00	174,608.00	58,511.93	10,908.39	0.00	116,096.07	33.5%
410 55210		UNIFORMS					
	7,200.00	7,200.00	2,098.63	753.89	0.00	5,101.37	29.1%
410 55230		GAS/OIL					
	30,600.00	30,600.00	9,181.06	2,510.90	0.00	21,418.94	30.0%
410 55400		BOOKS/SUBS/DUES					
	7,900.00	7,900.00	1,184.25	729.25	0.00	6,715.75	15.0%
410 55545		PRO SHOP COST OF SALES					
	46,098.00	46,098.00	9,724.31	2,397.19	0.00	36,373.69	21.1%
410 55550		F&B COST OF SALES					
	141,537.00	141,537.00	48,706.18	11,467.06	0.00	92,830.82	34.4%
410 55555		F&B PERSONNEL COSTS					
	114,222.00	114,222.00	35,244.58	11,036.61	0.00	78,977.42	30.9%
410 56200		BUILDING					
	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
410 56300		IMPROVEMENTS					
	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	.0%
410 56400		MACH/EQUIP					
	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
410 57100		PRINCIPAL					
	175,722.00	175,722.00	0.00	0.00	0.00	175,722.00	.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 57200	INTEREST						
	7,301.00	7,301.00	388.43	-61.58	0.00	6,912.57	5.3%
410 59990	RESERVE						
	-1,168,555.00	-1,168,555.00	0.00	0.00	0.00	-1,168,555.00	.0%
TOTAL GOLF	0.00	0.00	-52,992.71	-5,785.71	-2,722.51	55,715.22	100.0%
	TOTAL REVENUES						
	-608,779.00	-608,779.00	-528,944.28	-119,809.64	0.00	-79,834.72	
	TOTAL EXPENSES						
	608,779.00	608,779.00	475,951.57	114,023.93	-2,722.51	135,549.94	
	GRAND TOTAL						
	0.00	0.00	-52,992.71	-5,785.71	-2,722.51	55,715.22	100.0%

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Golf	Budget	Jan YTD		
Pro Shop Sales	74,352.00	16,810.15		
Cost of Good Sold	<u>46,098.00</u>	<u>9,724.31</u>		
Profit/(Loss)	28,254.00	61.3%	7,085.84	72.9%
F&B Sales	327,822.00	110,342.98		
Cost of Good Sold	<u>255,759.00</u>	<u>83,950.76</u>		
Profit/(Loss)	72,063.00	28.2%	26,392.22	31.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-2,143,000.00	-2,143,000.00	-19,305.00	0.00	0.00	-2,123,695.00	.9%
420 33323		FDOT GRANT					
	-505,500.00	-505,500.00	-10,887.00	0.00	0.00	-494,613.00	2.2%
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-310.00	0.00	0.00	310.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-960.00	-390.00	0.00	960.00	100.0%
420 34970		FUEL SALES					
	-24,800.00	-24,800.00	-6,786.96	-1,908.80	0.00	-18,013.04	27.4%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-69,797.00	-69,797.00	-25,744.03	-6,417.58	0.00	-44,052.97	36.9%
420 34972		BUILDING LEASE					
	0.00	0.00	-1,733.32	-433.33	0.00	1,733.32	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-63,878.06	-14,038.33	0.00	-142,081.94	31.0%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-11,768.60	-3,163.86	0.00	-25,336.40	31.7%
420 34975		RENT/LEASE PAYMENTS					
	-293,707.00	-293,707.00	-88,479.36	-21,959.75	0.00	-205,227.64	30.1%
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-18,270.32	-13,772.86	0.00	-48,746.68	27.3%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-21,877.91	-7,277.08	0.00	-28,388.09	43.5%
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-975.00	-975.00	0.00	975.00	100.0%
420 36110		INTEREST					
	0.00	0.00	-1,632.67	-432.79	0.00	1,632.67	100.0%
420 36990		OTHER REVENUE					
	-112,650.00	-112,650.00	-5,115.00	-1,015.00	0.00	-107,535.00	4.5%
420 36991		PARKING REVENUE					
	-2,004.00	-2,004.00	0.00	0.00	0.00	-2,004.00	.0%
420 36995		LATE FEES					
	0.00	0.00	-668.36	-438.54	0.00	668.36	100.0%
420 38910		CASH BALANCE FORWARD					
	-173,581.00	-173,581.00	0.00	0.00	0.00	-173,581.00	.0%
420 51200		SALARIES					
	128,570.00	128,570.00	41,802.54	15,008.10	0.00	86,767.46	32.5%
420 51350		PART-TIME					
	15,809.00	15,809.00	0.00	0.00	0.00	15,809.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 52100		FICA					
	11,045.00	11,045.00	2,912.88	1,069.13	0.00	8,132.12	26.4%
420 52200		RETIREMENT					
	30,806.00	30,806.00	10,015.91	3,595.95	0.00	20,790.09	32.5%
420 52300		HEALTH INSUR					
	29,687.00	29,687.00	9,911.00	2,479.02	0.00	19,776.00	33.4%
420 52301		LIFE INSUR					
	713.00	713.00	243.93	61.57	0.00	469.07	34.2%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	584.00	146.00	0.00	1,172.00	33.3%
420 52400		WORKERS' COMP					
	3,150.00	3,150.00	1,052.00	263.00	0.00	2,098.00	33.4%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	8,500.00	0.00	7,750.00	8,750.00	65.0%
420 53200		AUDITING					
	6,795.00	6,795.00	2,264.00	566.00	0.00	4,531.00	33.3%
420 53400		CONTRACTUAL					
	54,790.00	54,790.00	10,899.42	3,103.35	-185.00	44,075.58	19.6%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	17.51	0.00	0.00	2,982.49	.6%
420 54100		COMM - PHONE/FAX/ALARM					
	2,203.00	2,203.00	507.30	166.86	0.00	1,695.70	23.0%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	464.08	137.53	0.00	1,535.92	23.2%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	742.00	185.50	0.00	5,008.00	12.9%
420 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
420 54300		UTILITIES ELECTRIC					
	42,000.00	42,000.00	8,792.92	3,053.41	0.00	33,207.08	20.9%
420 54310		UTILITIES-WATER & WASTEWATER					
	13,400.00	13,400.00	2,287.02	761.98	0.00	11,112.98	17.1%
420 54500		INSURANCE					
	42,349.00	42,349.00	14,116.00	3,529.00	0.00	28,233.00	33.3%
420 54610		R/M BLDG & GROUNDS					
	94,000.00	94,000.00	44,418.62	27,437.58	-1,000.00	50,581.38	46.2%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
420 54630		R/M VEHICLES-LABOR					
	4,600.00	4,600.00	1,960.00	617.50	0.00	2,640.00	42.6%
420 54640		R/M VEHICLES-PARTS					
	5,000.00	5,000.00	1,747.85	696.92	0.00	3,252.15	35.0%
420 54700		PRINTING					
	1,057.00	1,057.00	0.00	0.00	0.00	1,057.00	.0%



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YEAR-TO-DATE BUDGET REPORT

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54800		PROMOTIONAL					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	2,432.00	608.00	0.00	4,868.00	33.3%
420 55100		OFFICE SUPPLIES					
	7,300.00	5,907.00	373.50	0.00	0.00	5,533.50	6.3%
420 55200		OPERATING SUPPLIES					
	2,285.00	2,285.00	188.15	188.15	0.00	2,096.85	8.2%
420 55210		UNIFORMS					
	400.00	400.00	0.00	0.00	0.00	400.00	.0%
420 55230		GAS/OIL					
	5,000.00	5,000.00	1,878.34	1,207.09	0.00	3,121.66	37.6%
420 55400		BOOKS/SUBS/DUES					
	525.00	525.00	330.00	0.00	0.00	195.00	62.9%
420 56300		IMPROVEMENTS					
	2,860,250.00	2,965,585.00	126,948.78	1,100.00	-116,785.00	2,955,421.22	.3%
420 56400		MACH/EQUIP					
	30,000.00	30,000.00	0.00	0.00	29,573.60	426.40	98.6%
420 56401		EQUIP-NON CAPITAL					
	1,000.00	2,393.00	2,393.00	0.00	0.00	0.00	100.0%
420 57100		PRINCIPAL					
	79,000.00	79,000.00	0.00	0.00	0.00	79,000.00	.0%
420 57200		INTEREST					
	35,005.00	35,005.00	0.00	0.00	0.00	35,005.00	.0%
420 59990		RESERVE					
	131,242.00	25,907.00	0.00	0.00	0.00	25,907.00	.0%
TOTAL AIRPORT	0.00	0.00	19,391.16	-6,241.28	-80,646.40	61,255.24	100.0%
		TOTAL REVENUES					
	-3,685,387.00	-3,685,387.00	-278,391.59	-72,222.92	0.00	-3,406,995.41	
		TOTAL EXPENSES					
	3,685,387.00	3,685,387.00	297,782.75	65,981.64	-80,646.40	3,468,250.65	
		GRAND TOTAL					
	0.00	0.00	19,391.16	-6,241.28	-80,646.40	61,255.24	100.0%

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340		GARBAGE FEES					
	-2,520,960.00	-2,520,960.00	-877,078.40	-219,470.81	0.00	-1,643,881.60	34.8%
440 36110		INTEREST					
	0.00	0.00	-951.62	-213.49	0.00	951.62	100.0%
440 36990		OTHER REVENUE					
	-19,000.00	-19,000.00	-5,434.27	-1,707.74	0.00	-13,565.73	28.6%
440 38910		CASH BALANCE FORWARD					
	-102,008.00	-102,008.00	0.00	0.00	0.00	-102,008.00	.0%
440 53200		AUDITING					
	6,795.00	6,795.00	2,264.00	566.00	0.00	4,531.00	33.3%
440 53400		CONTRACTUAL					
	125,000.00	125,000.00	6,354.63	1,795.89	0.00	118,645.37	5.1%
440 53440		SANITATION SERVICES EXPENSE					
	2,291,553.00	2,291,553.00	581,121.35	216,582.73	0.00	1,710,431.65	25.4%
440 53444		RECYCLING SERVICES					
	20,000.00	20,000.00	6,668.00	1,667.00	0.00	13,332.00	33.3%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	30,668.00	7,667.00	0.00	61,332.00	33.3%
440 55200		OPERATING SUPPLIES					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
440 55644		NON PROFIT KNB					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
440 56401		NON CAP EQUIP					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
440 59100		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	12,000.00	3,000.00	0.00	24,000.00	33.3%
440 59990		RESERVE					
	49,920.00	49,920.00	0.00	0.00	0.00	49,920.00	.0%
TOTAL SANITATION							
	0.00	0.00	-244,388.31	9,886.58	0.00	244,388.31	100.0%
TOTAL REVENUES							
	-2,641,968.00	-2,641,968.00	-883,464.29	-221,392.04	0.00	-1,758,503.71	
TOTAL EXPENSES							
	2,641,968.00	2,641,968.00	639,075.98	231,278.62	0.00	2,002,892.02	
GRAND TOTAL							
	0.00	0.00	-244,388.31	9,886.58	0.00	244,388.31	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
			LY \$1,697,005.29				
450 34345		WASTEWATER CHARGES					
	-6,005,917.00	-6,005,917.00	-1,976,235.40	-497,104.59	0.00	-4,029,681.60	32.9%
450 34530		SEPTIC DUMPING					
	-35,000.00	-35,000.00	-14,278.40	-3,974.40	0.00	-20,721.60	40.8%
450 34535		WASTEWATER TAP FEES					
	-31,250.00	-31,250.00	-10,750.00	-4,500.00	0.00	-20,500.00	34.4%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-5,000.00	-5,000.00	-9,282.15	-1,625.00	0.00	4,282.15	185.6%
450 36110		INTEREST					
	-90,000.00	-90,000.00	-42,287.46	-10,473.84	0.00	-47,712.54	47.0%
450 36120		UNREALIZED GAIN					
	0.00	0.00	411.96	115.89	0.00	-411.96	100.0%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-202.50	0.00	0.00	202.50	100.0%
450 38910		CASH BALANCE FORWARD					
	-6,017,119.00	-6,017,119.00	0.00	0.00	0.00	-6,017,119.00	.0%
450 51200		SALARIES					
	568,299.00	568,299.00	179,890.46	63,725.22	0.00	388,408.54	31.7%
450 51350		PART-TIME					
	31,948.00	31,948.00	5,785.92	1,501.01	0.00	26,162.08	18.1%
450 51400		OVERTIME					
	100,000.00	100,000.00	39,349.49	15,329.74	0.00	60,650.51	39.3%
450 52100		FICA					
	53,569.00	53,569.00	16,156.80	5,850.53	0.00	37,412.20	30.2%
450 52200		RETIREMENT					
	139,656.00	139,656.00	50,074.25	18,941.53	0.00	89,581.75	35.9%
450 52300		HEALTH INSUR					
	168,423.00	168,423.00	54,913.66	13,470.26	0.00	113,509.34	32.6%
450 52301		LIFE INSUR					
	3,158.00	3,158.00	1,058.84	266.28	0.00	2,099.16	33.5%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	5,120.00	1,280.00	0.00	10,241.00	33.3%
450 52400		WORKERS' COMP					
	20,189.00	20,189.00	6,728.00	1,682.00	0.00	13,461.00	33.3%
450 53200		AUDITING					
	14,345.00	14,345.00	4,780.00	1,195.00	0.00	9,565.00	33.3%
450 53400		CONTRACTUAL					
	251,098.00	251,098.00	56,096.40	25,025.30	0.00	195,001.60	22.3%
450 54000		TRAINING/TRAVEL					
	16,375.00	16,375.00	2,955.00	210.00	0.00	13,420.00	18.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54100		COMM - PHONE/FAX/ALARM					
	3,555.00	3,555.00	225.00	74.16	0.00	3,330.00	6.3%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	592.42	100.00	0.00	1,807.58	24.7%
450 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	1,149.66	292.25	0.00	485.34	70.3%
450 54200		POSTAGE					
	3,000.00	3,000.00	217.22	119.26	0.00	2,782.78	7.2%
450 54300		UTILITIES ELECTRIC					
	190,000.00	190,000.00	57,457.66	15,827.27	0.00	132,542.34	30.2%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	10,822.94	5,511.24	0.00	20,464.06	34.6%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500		INSURANCE					
	71,388.00	71,388.00	23,796.00	5,949.00	0.00	47,592.00	33.3%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	2,795.89	1,641.28	0.00	17,204.11	14.0%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	25,288.09	2,561.23	0.00	84,711.91	23.0%
450 54630		R/M VEHICLES-LABOR					
	27,000.00	27,000.00	6,540.00	4,725.00	0.00	20,460.00	24.2%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	13,474.38	6,831.76	0.00	26,525.62	33.7%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	66,668.00	16,667.00	0.00	133,332.00	33.3%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	75,000.00	18,750.00	0.00	150,000.00	33.3%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	.0%
450 55200		OPERATING SUPPLIES					
	198,120.00	198,120.00	19,232.22	1,135.86	0.00	178,887.78	9.7%
450 55210		UNIFORMS					
	10,525.00	10,525.00	3,048.04	71.48	0.00	7,476.96	29.0%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	374.00	0.00	0.00	1,126.00	24.9%
450 55230		GAS/OIL					
	30,000.00	30,000.00	7,453.36	2,058.84	0.00	22,546.64	24.8%
450 55240		CHEMICALS					
	70,000.00	70,000.00	18,217.96	2,908.88	0.00	51,782.04	26.0%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	1,244.97	0.00	0.00	6,755.03	15.6%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	485.50	0.00	0.00	1,414.50	25.6%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 56300		IMPROVEMENTS					
	940,000.00	940,000.00	112,172.13	6,543.95	158,355.96	669,471.91	28.8%
450 56400		MACH/EQUIP					
	160,000.00	160,000.00	6,600.00	6,600.00	0.00	153,400.00	4.1%
450 56401		EQUIP-NON CAPITAL					
	23,500.00	23,500.00	2,221.00	0.00	0.00	21,279.00	9.5%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	120,000.00	30,000.00	0.00	240,000.00	33.3%
450 59230		TRANSFER TO UTIL ACQ DS					
	418,629.00	418,629.00	139,544.00	34,886.00	0.00	279,085.00	33.3%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	500,000.00	125,000.00	0.00	1,000,000.00	33.3%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	200,000.00	50,000.00	0.00	400,000.00	33.3%
450 59990		RESERVE					
	5,545,526.00	5,545,526.00	0.00	0.00	0.00	5,545,526.00	.0%
TOTAL WASTEWATER	0.00	0.00	-215,094.69	-30,830.61	158,355.96	56,738.73	100.0%
TOTAL REVENUES	-12,184,286.00	-12,184,286.00	-2,052,623.95	-517,561.94	0.00	-10,131,662.05	
TOTAL EXPENSES	12,184,286.00	12,184,286.00	1,837,529.26	486,731.33	158,355.96	10,188,400.78	
GRAND TOTAL	0.00	0.00	-215,094.69	-30,830.61	158,355.96	56,738.73	100.0%

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER		LY \$1,241,360.80				
460 34346	WATER CHARGES					
-4,233,544.00	-4,233,544.00	-1,391,600.86	-341,770.66	0.00	-2,841,943.14	32.9%
460 34610	WATER TAP CHARGES					
-53,560.00	-53,560.00	-13,250.00	-6,000.00	0.00	-40,310.00	24.7%
460 34620	WATER METER INSTALLATION FEES					
-37,801.00	-37,801.00	-7,208.19	-2,458.55	0.00	-30,592.81	19.1%
460 34621	WATER NONPAY RECONNECT FEE					
-30,000.00	-30,000.00	-27,052.60	-5,866.25	0.00	-2,947.40	90.2%
460 34910	MISCELLANEOUS FEES					
-10,712.00	-10,712.00	-1,900.00	0.00	0.00	-8,812.00	17.7%
460 36110	INTEREST					
-79,745.00	-79,745.00	-14,870.03	-3,631.14	0.00	-64,874.97	18.6%
460 36120	UNREALIZED GAIN					
0.00	0.00	424.41	119.39	0.00	-424.41	100.0%
460 36323	EXTENSION CHARGES					
-24,720.00	-24,720.00	-875.00	-250.00	0.00	-23,845.00	3.5%
460 36992	GAIN ON SALE OF ASSET					
0.00	0.00	-455.00	0.00	0.00	455.00	100.0%
460 36995	LATE FEES					
-16,322.00	-16,322.00	-8,638.17	-1,879.00	0.00	-7,683.83	52.9%
460 38145	FROM WASTEWATER					
-600,000.00	-600,000.00	-200,000.00	-50,000.00	0.00	-400,000.00	33.3%
460 38910	CASH BALANCE FORWARD					
-5,182,226.00	-5,182,226.00	0.00	0.00	0.00	-5,182,226.00	.0%
460 38912	RESERVE - R & R FUND					
-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51200	SALARIES					
509,731.00	509,731.00	144,915.11	51,474.57	0.00	364,815.89	28.4%
460 51400	OVERTIME					
105,000.00	105,000.00	44,607.21	17,483.25	0.00	60,392.79	42.5%
460 52100	FICA					
47,027.00	47,027.00	13,957.10	5,110.40	0.00	33,069.90	29.7%
460 52200	RETIREMENT					
122,316.00	122,316.00	41,646.80	16,407.23	0.00	80,669.20	34.0%
460 52300	HEALTH INSUR					
134,776.00	134,776.00	38,511.02	9,851.69	0.00	96,264.98	28.6%
460 52301	LIFE INSUR					
2,744.00	2,744.00	797.98	206.79	0.00	1,946.02	29.1%
460 52350	OPEB COSTS					
14,483.00	14,483.00	4,828.00	1,207.00	0.00	9,655.00	33.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	23,942.00	23,942.00	7,980.00	1,995.00	0.00	15,962.00	33.3%
460 53100		PROFESSIONAL SERVICES					
	0.00	0.00	-30.45	0.00	0.00	30.45	100.0%
460 53200		AUDITING					
	9,815.00	9,815.00	3,272.00	818.00	0.00	6,543.00	33.3%
460 53400		CONTRACTUAL					
	149,980.00	149,980.00	44,241.98	25,287.45	0.00	105,738.02	29.5%
460 54000		TRAINING/TRAVEL					
	12,120.00	12,120.00	2,565.45	140.00	0.00	9,554.55	21.2%
460 54100		COMM - PHONE/FAX/ALARM					
	2,115.00	2,115.00	292.80	96.20	0.00	1,822.20	13.8%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	1,349.31	433.27	0.00	3,650.69	27.0%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	948.73	275.41	0.00	4,301.27	18.1%
460 54200		POSTAGE					
	1,825.00	1,825.00	69.43	39.38	0.00	1,755.57	3.8%
460 54300		UTILITIES ELECTRIC					
	275,000.00	275,000.00	64,803.85	17,471.37	0.00	210,196.15	23.6%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	210.54	70.18	0.00	789.46	21.1%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440		LAND RENT					
	25,000.00	25,000.00	5,250.72	1,534.39	0.00	19,749.28	21.0%
460 54500		INSURANCE					
	30,315.00	30,315.00	10,104.00	2,526.00	0.00	20,211.00	33.3%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	437.26	0.00	0.00	2,562.74	14.6%
460 54620		R/M EQUIPMENT					
	230,000.00	230,000.00	1,555.79	82.97	8,370.00	220,074.21	4.3%
460 54630		R/M VEHICLES-LABOR					
	14,000.00	14,000.00	4,273.75	865.00	0.00	9,726.25	30.5%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	20,000.00	4,433.22	526.48	0.00	15,566.78	22.2%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	2,000.00	1,000.00	0.00	8,000.00	20.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	66,668.00	16,667.00	0.00	133,332.00	33.3%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	75,000.00	18,750.00	0.00	150,000.00	33.3%
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55200		OPERATING SUPPLIES					
	161,420.00	161,420.00	36,864.70	15,872.01	0.00	124,555.30	22.8%
460 55210		UNIFORMS					
	9,900.00	9,900.00	4,013.25	647.43	0.00	5,886.75	40.5%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	0.00	0.00	0.00	450.00	.0%
460 55230		GAS/OIL					
	35,000.00	35,000.00	10,133.53	2,501.42	0.00	24,866.47	29.0%
460 55240		CHEMICALS					
	25,000.00	25,000.00	5,819.00	5,819.00	0.00	19,181.00	23.3%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	1,244.97	0.00	0.00	6,755.03	15.6%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	774.25	0.00	0.00	5,365.75	12.6%
460 56300		IMPROVEMENTS					
	1,370,000.00	1,370,000.00	375,271.55	99,866.95	891,757.00	102,971.45	92.5%
460 56400		MACH/EQUIP					
	37,000.00	37,000.00	0.00	0.00	32,422.10	4,577.90	87.6%
460 56401		EQUIP-NON CAPITAL					
	25,000.00	25,000.00	1,446.61	1,446.61	4,692.00	18,861.39	24.6%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	60,000.00	15,000.00	0.00	120,000.00	33.3%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,495,471.00	1,495,471.00	498,492.00	124,623.00	0.00	996,979.00	33.3%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,728,810.00	4,728,810.00	0.00	0.00	0.00	4,728,810.00	.0%
TOTAL WATER	0.00	0.00	-86,675.98	44,359.24	937,241.10	-850,565.12	100.0%
		TOTAL REVENUES					
	-10,468,630.00	-10,468,630.00	-1,665,425.44	-411,736.21	0.00	-8,803,204.56	
		TOTAL EXPENSES					
	10,468,630.00	10,468,630.00	1,578,749.46	456,095.45	937,241.10	7,952,639.44	
		GRAND TOTAL					
	0.00	0.00	-86,675.98	44,359.24	937,241.10	-850,565.12	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120		FEMA FED GRANT					
	-383,803.00	-383,803.00	0.00	0.00	0.00	-383,803.00	.0%
470 33400		STATE GRANT					
	-231,197.00	-231,197.00	-106,609.45	-55,099.70	0.00	-124,587.55	46.1%
470 33700		SJRWMD GRANT					
	-412,945.00	-412,945.00	0.00	LY \$253,748.69 0.00	0.00	-412,945.00	.0%
470 34347		WATER DRAINAGE FEES					
	-825,000.00	-825,000.00	-293,660.40	-73,297.80	0.00	-531,339.60	35.6%
470 34910		MISCELLANEOUS FEES					
	0.00	0.00	-3,779.95	0.00	0.00	3,779.95	100.0%
470 36110		INTEREST					
	0.00	0.00	-214.60	-53.20	0.00	214.60	100.0%
470 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	69,026.87	0.00	0.00	-69,026.87	100.0%
470 38410		LOAN PROCEEDS					
	-235,000.00	-235,000.00	-228,508.00	0.00	0.00	-6,492.00	97.2%
470 38910		CASH BALANCE FORWARD					
	-365,173.00	-365,173.00	0.00	0.00	0.00	-365,173.00	.0%
470 51200		SALARIES					
	284,591.00	284,591.00	92,666.25	32,228.03	0.00	191,924.75	32.6%
470 51400		OVERTIME					
	13,000.00	13,000.00	1,105.74	573.99	0.00	11,894.26	8.5%
470 52100		FICA					
	22,766.00	22,766.00	6,766.77	2,384.48	0.00	15,999.23	29.7%
470 52200		RETIREMENT					
	68,188.00	68,188.00	22,467.76	7,859.38	0.00	45,720.24	32.9%
470 52300		HEALTH INSUR					
	72,481.00	72,481.00	22,402.09	6,040.05	0.00	50,078.91	30.9%
470 52301		LIFE INSUR					
	1,576.00	1,576.00	503.50	134.89	0.00	1,072.50	31.9%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	732.00	183.00	0.00	1,462.00	33.4%
470 52400		WORKERS' COMP					
	15,468.00	15,468.00	5,156.00	1,289.00	0.00	10,312.00	33.3%
470 53100		PROFESSIONAL SERVICES					
	75,000.00	75,000.00	4,067.63	416.08	0.00	70,932.37	5.4%
470 53200		AUDITING					
	6,040.00	6,040.00	2,012.00	503.00	0.00	4,028.00	33.3%
470 53400		CONTRACTUAL					
	209,238.00	209,238.00	22,483.25	5,775.18	0.00	186,754.75	10.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54000		TRAINING/TRAVEL					
	6,583.00	6,583.00	1,594.81	0.00	0.00	4,988.19	24.2%
470 54100		COMM - PHONE/FAX/ALARM					
	216.00	216.00	0.00	0.00	0.00	216.00	.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,500.00	2,500.00	790.71	197.56	0.00	1,709.29	31.6%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	234.18	62.76	0.00	1,400.82	14.3%
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	1,286.96	311.23	0.00	2,313.04	35.7%
470 54310		UTILITIES-WATER & WASTEWATER					
	600.00	600.00	303.88	81.14	0.00	296.12	50.6%
470 54500		INSURANCE					
	847.00	847.00	284.00	71.00	0.00	563.00	33.5%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	353.67	353.67	0.00	2,146.33	14.1%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
470 54630		R/M VEHICLES-LABOR					
	8,500.00	8,500.00	3,252.50	715.00	0.00	5,247.50	38.3%
470 54640		R/M VEHICLES-PARTS					
	12,000.00	12,000.00	5,187.51	277.80	0.00	6,812.49	43.2%
470 54700		PRINTING					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54800		PROMOTIONAL					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	11,668.00	2,917.00	0.00	23,332.00	33.3%
470 55100		OFFICE SUPPLIES					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 55200		OPERATING SUPPLIES					
	135,060.00	135,060.00	18,521.51	10,540.52	0.00	116,538.49	13.7%
470 55210		UNIFORMS					
	3,300.00	3,300.00	2,575.65	0.00	0.00	724.35	78.1%
470 55230		GAS/OIL					
	15,000.00	15,000.00	3,187.24	753.31	0.00	11,812.76	21.2%
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	589.25	89.25	0.00	320.75	64.8%
470 56300		IMPROVEMENTS					
	1,209,295.00	1,209,295.00	204,093.25	120,314.75	128,030.50	877,171.25	27.5%
470 56400		MACH/EQUIP					
	235,000.00	235,000.00	254,308.00	800.00	0.00	-19,308.00	108.2%



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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56401		EQUIP-NON CAPITAL					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
470 57100		PRINCIPAL					
	44,000.00	40,000.00	0.00	0.00	0.00	40,000.00	.0%
470 57200		INTEREST					
	0.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
470 59990		RESERVE					
	-52,520.00	-52,520.00	0.00	0.00	0.00	-52,520.00	.0%
TOTAL STORMWATER	0.00	0.00	124,848.58	66,421.37	128,030.50	-252,879.08	100.0%
TOTAL REVENUES	-2,453,118.00	-2,453,118.00	-563,745.53	-128,450.70	0.00	-1,889,372.47	
TOTAL EXPENSES	2,453,118.00	2,453,118.00	688,594.11	194,872.07	128,030.50	1,636,493.39	
GRAND TOTAL	0.00	0.00	124,848.58	66,421.37	128,030.50	-252,879.08	100.0%

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City of Fernandina Beach
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MARINA

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
	-7,047,971.00	-7,047,971.00	0.00	0.00	0.00	-7,047,971.00	.0%
480 33400		STATE GRANT					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
480 33420		FEMA STATE					
	-1,174,662.00	-1,174,662.00	0.00	0.00	0.00	-1,174,662.00	.0%
480 34750		SLIP RENTALS - PERMANENT					
	-190,550.00	-190,550.00	-28,131.00	-9,571.50	0.00	-162,419.00	14.8%
480 34755		SLIP RENTALS - TRANSIENT					
	-433,350.00	-433,350.00	-2,147.86	-1,967.86	0.00	-431,202.14	.5%
480 34757		SLIP RENTALS - NON-TAXABLE					
	-31,850.00	-31,850.00	0.00	0.00	0.00	-31,850.00	.0%
480 34760		BUSINESS RENTALS					
	-25,000.00	-25,000.00	-8,358.72	-2,089.68	0.00	-16,641.28	33.4%
480 34762		MOORINGS-TAXABLE					
	-26,665.00	-26,665.00	0.00	0.00	0.00	-26,665.00	.0%
480 34766		SERVICES-NON TAXABLE					
	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
480 34767		SERVICES-TAXABLE					
	-1,200.00	-1,200.00	0.00	0.00	0.00	-1,200.00	.0%
480 34770		FUEL-DIESEL					
	-740,000.00	-740,000.00	0.00	0.00	0.00	-740,000.00	.0%
480 34771		FUEL-GAS					
	-179,000.00	-179,000.00	0.00	0.00	0.00	-179,000.00	.0%
480 34773		FUEL-DIESEL NON-TAXABLE					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%
480 34775		FUEL-DISCOUNTS DIESEL					
	7,335.00	7,335.00	0.00	0.00	0.00	7,335.00	.0%
480 34776		FUEL-DISCOUNTS GAS					
	665.00	665.00	0.00	0.00	0.00	665.00	.0%
480 36215		NON-TAXABLE RENT					
	0.00	0.00	-3,066.40	-766.60	0.00	3,066.40	100.0%
480 36990		OTHER REVENUE					
	-600.00	-600.00	-18.22	0.00	0.00	-581.78	3.0%
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-100,000.00	-25,000.00	0.00	-200,000.00	33.3%
480 38410		LOAN PROCEEDS					
	-7,321,100.00	-7,321,100.00	-1,147,800.00	0.00	0.00	-6,173,300.00	15.7%
480 38910		CASH BALANCE FORWARD					
	1,104,719.00	1,104,719.00	0.00	0.00	0.00	1,104,719.00	.0%

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MARINA

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 51300		SEASONAL/TEMPORARY					
	80,000.00	80,000.00	37,142.50	13,333.20	0.00	42,857.50	46.4%
480 52100		FICA					
	6,150.00	6,150.00	2,855.49	1,023.82	0.00	3,294.51	46.4%
480 52400		WORKERS' COMP					
	1,850.00	1,850.00	616.00	154.00	0.00	1,234.00	33.3%
480 53100		PROFESSIONAL SERVICES					
	20,000.00	20,000.00	8,314.47	5,359.66	-2,722.51	14,408.04	28.0%
480 53200		AUDITING					
	6,795.00	6,795.00	2,264.00	566.00	0.00	4,531.00	33.3%
480 53400		CONTRACTUAL					
	492,198.00	492,198.00	114,071.97	34,101.18	0.00	378,126.03	23.2%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
480 54100		COMM - PHONE/FAX/ALARM					
	3,675.00	3,675.00	834.87	276.76	0.00	2,840.13	22.7%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	2,780.00	562.73	147.32	0.00	2,217.27	20.2%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	4,007.68	174.42	0.00	6,892.32	36.8%
480 54300		UTILITIES ELECTRIC					
	41,225.00	41,225.00	4,716.30	675.54	0.00	36,508.70	11.4%
480 54310		UTILITIES-WATER & WASTEWATER					
	30,025.00	30,025.00	3,945.41	958.86	0.00	26,079.59	13.1%
480 54400		RENTALS/LEASES					
	3,024.00	3,024.00	0.00	0.00	0.00	3,024.00	.0%
480 54500		INSURANCE					
	65,338.00	65,338.00	21,780.00	5,445.00	0.00	43,558.00	33.3%
480 54610		R/M BLDG & GROUNDS					
	44,500.00	41,500.00	8,881.81	4,385.35	0.00	32,618.19	21.4%
480 54620		R/M EQUIPMENT					
	7,750.00	7,750.00	7,537.67	2,591.51	0.00	212.33	97.3%
480 54630		R/M VEHICLES-LABOR					
	0.00	1,500.00	455.00	455.00	0.00	1,045.00	30.3%
480 54640		R/M VEHICLES-PARTS					
	0.00	1,500.00	375.40	375.40	0.00	1,124.60	25.0%
480 54675		R/M MOORING FIELD					
	23,600.00	23,600.00	0.00	0.00	0.00	23,600.00	.0%
480 54700		PRINTING					
	3,300.00	3,300.00	48.00	0.00	0.00	3,252.00	1.5%
480 54800		PROMOTIONAL					
	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	.0%
480 55100		OFFICE SUPPLIES					
	6,800.00	6,800.00	698.57	0.00	0.00	6,101.43	10.3%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55200		OPERATING SUPPLIES					
	59,185.00	56,085.00	2,834.89	244.83	0.00	53,250.11	5.1%
480 55210		UNIFORMS					
	1,600.00	1,600.00	509.00	389.00	0.00	1,091.00	31.8%
480 55220		JANITORIAL SUPPLIES					
	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	.0%
480 55230		GAS/OIL					
	1,750.00	1,750.00	100.00	0.00	0.00	1,650.00	5.7%
480 55400		BOOKS/SUBS/DUES					
	825.00	825.00	0.00	0.00	0.00	825.00	.0%
480 55510		FUEL FOR RESALE					
	710,000.00	710,000.00	0.00	0.00	0.00	710,000.00	.0%
480 56200		BUILDING					
	6,540,365.00	6,540,365.00	1,078,290.50	2,270.00	-954,151.03	6,416,225.53	1.9%
480 56300		IMPROVEMENTS					
	2,380,000.00	2,380,000.00	784,291.46	47,597.99	-766,032.86	2,361,741.40	.8%
480 56328		DREDGING-MARINA					
	0.00	0.00	0.00	0.00	-111,793.32	111,793.32	100.0%
480 56400		MACH/EQUIP					
	0.00	3,100.00	0.00	0.00	0.00	3,100.00	.0%
480 57100		PRINCIPAL					
	8,720,557.00	8,720,557.00	0.00	0.00	0.00	8,720,557.00	.0%
480 57200		INTEREST					
	481,482.00	481,482.00	75,279.56	56,239.56	0.00	406,202.44	15.6%
480 59990		RESERVE					
	-3,188,195.00	-3,188,195.00	0.00	0.00	0.00	-3,188,195.00	.0%
TOTAL MARINA	0.00	0.00	870,891.08	137,368.76	-1,834,699.72	963,808.64	100.0%
		TOTAL REVENUES					
	-16,564,329.00	-16,564,329.00	-1,289,522.20	-39,395.64	0.00	-15,274,806.80	
		TOTAL EXPENSES					
	16,564,329.00	16,564,329.00	2,160,413.28	176,764.40	-1,834,699.72	16,238,615.44	
		GRAND TOTAL					
	0.00	0.00	870,891.08	137,368.76	-1,834,699.72	963,808.64	100.0%

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36990		OTHER REVENUE					
	-9,000.00	-9,000.00	-622.50	0.00	0.00	-8,377.50	6.9%
510 36992		GAIN ON SALE OF ASSET					
	-45,000.00	-45,000.00	-13,196.55	-496.55	0.00	-31,803.45	29.3%
510 36994		LOANER VEHICLE REVENUE					
	-2,000.00	-2,000.00	-371.70	-1.50	0.00	-1,628.30	18.6%
510 38040		PARTS					
	0.00	0.00	0.00	-7.67	0.00	0.00	.0%
510 38045		LABOR					
	0.00	0.00	-373.75	-81.25	0.00	373.75	100.0%
510 38047		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
510 38048		HUMANE SOCIETY-LABOR					
	-600.00	-600.00	0.00	0.00	0.00	-600.00	.0%
510 38049		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-1,127.44	-204.57	0.00	-1,872.56	37.6%
510 38053		GAS/OIL					
	-362,000.00	-362,000.00	-93,884.31	-24,967.67	0.00	-268,115.69	25.9%
510 38144		FROM SANITATION					
	-20,000.00	-20,000.00	-6,668.00	-1,667.00	0.00	-13,332.00	33.3%
510 38910		CASH BALANCE FORWARD					
	43,889.00	43,889.00	0.00	0.00	0.00	43,889.00	.0%
TOTAL FLEET							
	-398,211.00	-398,211.00	-116,244.25	-27,426.21	0.00	-281,966.75	29.2%
		TOTAL REVENUES					
	-398,211.00	-398,211.00	-116,244.25	-27,426.21	0.00	-281,966.75	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-268,250.00	-268,250.00	-77,722.18	-21,644.54	0.00	-190,527.82	29.0%
5101000 38045		LABOR					
	-159,100.00	-159,100.00	-52,800.00	-13,200.00	0.00	-106,300.00	33.2%
TOTAL GENERAL FUND							
	-427,350.00	-427,350.00	-130,522.18	-34,844.54	0.00	-296,827.82	30.5%
		TOTAL REVENUES					
	-427,350.00	-427,350.00	-130,522.18	-34,844.54	0.00	-296,827.82	

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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5102400 FLEET BUILDING/PERMITTING							
5102400 38045	LABOR 0.00	0.00	-646.50	-516.50	0.00	646.50	100.0%
TOTAL FLEET BUILDING/PERMITTING		0.00	-646.50	-516.50	0.00	646.50	100.0%
TOTAL REVENUES		0.00	-646.50	-516.50	0.00	646.50	
5103900 CEMETERY							
5103900 38040	PARTS -1,500.00	-1,500.00	-511.25	-273.15	0.00	-988.75	34.1%
5103900 38045	LABOR -2,200.00	-2,200.00	-565.00	-325.00	0.00	-1,635.00	25.7%
TOTAL CEMETERY		-3,700.00	-1,076.25	-598.15	0.00	-2,623.75	29.1%
TOTAL REVENUES		-3,700.00	-1,076.25	-598.15	0.00	-2,623.75	
5104200 AIRPORT							
5104200 38040	PARTS -5,000.00	-5,000.00	-1,747.85	-696.92	0.00	-3,252.15	35.0%
5104200 38045	LABOR -4,600.00	-4,600.00	-1,960.00	-617.50	0.00	-2,640.00	42.6%
TOTAL AIRPORT		-9,600.00	-3,707.85	-1,314.42	0.00	-5,892.15	38.6%
TOTAL REVENUES		-9,600.00	-3,707.85	-1,314.42	0.00	-5,892.15	
5104500 WASTEWATER							
5104500 38040	PARTS -40,000.00	-40,000.00	-13,474.38	-6,831.76	0.00	-26,525.62	33.7%

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5104500 WASTEWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104500 38045	LABOR						
	-27,000.00	-27,000.00	-6,540.00	-4,725.00	0.00	-20,460.00	24.2%
TOTAL WASTEWATER							
	-67,000.00	-67,000.00	-20,014.38	-11,556.76	0.00	-46,985.62	29.9%
TOTAL REVENUES							
	-67,000.00	-67,000.00	-20,014.38	-11,556.76	0.00	-46,985.62	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-4,433.22	-526.48	0.00	-15,566.78	22.2%
5104600 38045	LABOR						
	-14,000.00	-14,000.00	-4,273.75	-865.00	0.00	-9,726.25	30.5%
TOTAL WATER							
	-34,000.00	-34,000.00	-8,706.97	-1,391.48	0.00	-25,293.03	25.6%
TOTAL REVENUES							
	-34,000.00	-34,000.00	-8,706.97	-1,391.48	0.00	-25,293.03	
5104700 STORMWATER							
5104700 38040	PARTS						
	-12,000.00	-12,000.00	-5,187.51	-277.80	0.00	-6,812.49	43.2%
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-3,252.50	-715.00	0.00	-5,247.50	38.3%
TOTAL STORMWATER							
	-20,500.00	-20,500.00	-8,440.01	-992.80	0.00	-12,059.99	41.2%
TOTAL REVENUES							
	-20,500.00	-20,500.00	-8,440.01	-992.80	0.00	-12,059.99	
5104800 MARINA							
5104800 38040	PARTS						
	0.00	0.00	-375.40	-375.40	0.00	375.40	100.0%
5104800 38045	LABOR						
	0.00	0.00	-455.00	-455.00	0.00	455.00	100.0%



FOR 2020 04									
5104800 MARINA	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
TOTAL MARINA	0.00	0.00	-830.40	-830.40	0.00	830.40	100.0%		
TOTAL REVENUES	0.00	0.00	-830.40	-830.40	0.00	830.40			
GRAND TOTAL	-960,361.00	-960,361.00	-290,188.79	-79,471.26	0.00	-670,172.21	30.2%		
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	135,818.00	135,818.00	40,241.76	14,328.30	0.00	95,576.24	29.6%
510 51350		PART-TIME					
	29,108.00	29,108.00	9,135.87	3,327.32	0.00	19,972.13	31.4%
510 51400		OVERTIME					
	8,000.00	8,000.00	2,553.14	728.30	0.00	5,446.86	31.9%
510 52100		FICA					
	13,229.00	13,229.00	3,933.92	1,374.19	0.00	9,295.08	29.7%
510 52200		RETIREMENT					
	32,637.00	32,637.00	10,281.77	3,607.55	0.00	22,355.23	31.5%
510 52300		HEALTH INSUR					
	24,204.00	24,204.00	5,986.55	2,355.90	0.00	18,217.45	24.7%
510 52301		LIFE INSUR					
	708.00	708.00	182.36	58.99	0.00	525.64	25.8%
510 52400		WORKERS' COMP					
	5,836.00	5,836.00	1,944.00	486.00	0.00	3,892.00	33.3%
510 53200		AUDITING					
	2,265.00	2,265.00	756.00	189.00	0.00	1,509.00	33.4%
510 53400		CONTRACTUAL					
	19,582.00	19,582.00	12,345.14	1,442.93	0.00	7,236.86	63.0%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	783.99	658.99	0.00	2,666.01	22.7%
510 54100		COMM - PHONE/FAX/ALARM					
	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,150.00	1,150.00	305.62	64.91	0.00	844.38	26.6%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	448.32	112.08	0.00	1,186.68	27.4%
510 54300		UTILITIES ELECTRIC					
	4,000.00	4,000.00	1,080.67	253.28	0.00	2,919.33	27.0%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	656.35	171.55	0.00	1,443.65	31.3%
510 54500		INSURANCE					
	18,150.00	18,150.00	6,052.00	1,513.00	0.00	12,098.00	33.3%
510 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	1,332.85	42.17	0.00	3,667.15	26.7%
510 54620		R/M EQUIPMENT					
	7,500.00	7,500.00	7,206.05	0.00	0.00	293.95	96.1%
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	396.25	81.25	0.00	2,103.75	15.9%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54640		R/M VEHICLES-PARTS					
	3,500.00	3,500.00	1,446.86	351.58	0.00	2,053.14	41.3%
510 55100		OFFICE SUPPLIES					
	200.00	149.00	43.48	43.48	0.00	105.52	29.2%
510 55200		OPERATING SUPPLIES					
	8,500.00	8,450.00	3,024.97	432.47	0.00	5,425.03	35.8%
510 55210		UNIFORMS					
	1,025.00	1,126.00	1,125.60	0.00	0.00	0.40	100.0%
510 55230		GAS/OIL					
	4,500.00	4,500.00	1,517.46	502.36	0.00	2,982.54	33.7%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 55400		BOOKS/SUBS/DUES					
	200.00	200.00	50.00	50.00	0.00	150.00	25.0%
510 56400		MACH/EQUIP					
	13,500.00	13,500.00	0.00	0.00	0.00	13,500.00	.0%
510 56401		EQUIP-NON CAPITAL					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
510 58600		GAS/OIL COSTS					
	320,000.00	320,000.00	82,929.52	23,101.97	0.00	237,070.48	25.9%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,000.00	307,000.00	87,828.82	24,886.76	0.00	219,171.18	28.6%
510 59990		RESERVE					
	-21,724.00	-21,724.00	0.00	0.00	0.00	-21,724.00	.0%
TOTAL FLEET							
	960,361.00	960,361.00	283,589.32	80,164.33	0.00	676,771.68	29.5%
TOTAL EXPENSES							
	960,361.00	960,361.00	283,589.32	80,164.33	0.00	676,771.68	
GRAND TOTAL							
	960,361.00	960,361.00	283,589.32	80,164.33	0.00	676,771.68	29.5%

** END OF REPORT - Generated by Susan Carless **

Revenues	(\$ 290,188.79)
Expenses	<u>283,589.32</u>
Net (Rev)Exp	(\$ 6,599.47)



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-8,791.05	-2,187.50	0.00	-23,208.95	27.5%
520 36110		INTEREST					
	0.00	0.00	-210.35	-71.93	0.00	210.35	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-15.00	-5.00	0.00	15.00	100.0%
520 38910		CASH BALANCE FORWARD					
	-3,183.00	-3,183.00	0.00	0.00	0.00	-3,183.00	.0%
TOTAL UTILITY BILLING	-35,183.00	-35,183.00	-9,016.40	-2,264.43	0.00	-26,166.60	25.6%
		TOTAL REVENUES					
	-35,183.00	-35,183.00	-9,016.40	-2,264.43	0.00	-26,166.60	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-2,432.00	-608.00	0.00	-4,868.00	33.3%
TOTAL AIRPORT	-7,300.00	-7,300.00	-2,432.00	-608.00	0.00	-4,868.00	33.3%
		TOTAL REVENUES					
	-7,300.00	-7,300.00	-2,432.00	-608.00	0.00	-4,868.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-30,668.00	-7,667.00	0.00	-61,332.00	33.3%
TOTAL SANITATION	-92,000.00	-92,000.00	-30,668.00	-7,667.00	0.00	-61,332.00	33.3%
		TOTAL REVENUES					
	-92,000.00	-92,000.00	-30,668.00	-7,667.00	0.00	-61,332.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-66,668.00	-16,667.00	0.00	-133,332.00	33.3%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 04

5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER							
-200,000.00	-200,000.00	-66,668.00	-16,667.00	0.00	-133,332.00	33.3%	
TOTAL REVENUES							
-200,000.00	-200,000.00	-66,668.00	-16,667.00	0.00	-133,332.00		
5204600 WATER							
5204600 38052	CHARGES FOR UB SERVICES						
-200,000.00	-200,000.00	-66,668.00	-16,667.00	0.00	-133,332.00	33.3%	
TOTAL WATER							
-200,000.00	-200,000.00	-66,668.00	-16,667.00	0.00	-133,332.00	33.3%	
TOTAL REVENUES							
-200,000.00	-200,000.00	-66,668.00	-16,667.00	0.00	-133,332.00		
5204700 STORMWATER							
5204700 38052	CHARGES FOR UB SERVICES						
-35,000.00	-35,000.00	-11,668.00	-2,917.00	0.00	-23,332.00	33.3%	
TOTAL STORMWATER							
-35,000.00	-35,000.00	-11,668.00	-2,917.00	0.00	-23,332.00	33.3%	
TOTAL REVENUES							
-35,000.00	-35,000.00	-11,668.00	-2,917.00	0.00	-23,332.00		
GRAND TOTAL							
-569,483.00	-569,483.00	-187,120.40	-46,790.43	0.00	-382,362.60	32.9%	

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	190,532.00	190,532.00	60,900.60	21,890.68	0.00	129,631.40	32.0%
520 51400		OVERTIME					
	2,000.00	2,000.00	1,075.61	367.40	0.00	924.39	53.8%
520 52100		FICA					
	14,729.00	14,729.00	4,596.51	1,649.86	0.00	10,132.49	31.2%
520 52200		RETIREMENT					
	45,652.00	45,652.00	14,849.48	5,333.02	0.00	30,802.52	32.5%
520 52300		HEALTH INSUR					
	38,849.00	38,849.00	12,836.32	3,237.40	0.00	26,012.68	33.0%
520 52301		LIFE INSUR					
	1,076.00	1,076.00	357.97	90.24	0.00	718.03	33.3%
520 52400		WORKERS' COMP					
	439.00	439.00	148.00	37.00	0.00	291.00	33.7%
520 53400		CONTRACTUAL					
	33,033.00	33,033.00	18,303.32	416.42	0.00	14,729.68	55.4%
520 54000		TRAINING/TRAVEL					
	3,070.00	3,070.00	245.14	80.30	0.00	2,824.86	8.0%
520 54100		COMM - PHONE/FAX/ALARM					
	862.00	862.00	112.92	37.08	0.00	749.08	13.1%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	448.32	112.08	0.00	1,186.68	27.4%
520 54200		POSTAGE					
	40,000.00	40,000.00	11,997.00	0.00	0.00	28,003.00	30.0%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	813.92	171.89	0.00	2,861.08	22.1%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	253.46	72.94	0.00	846.54	23.0%
520 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	6,652.00	6,652.00	1,734.35	0.00	0.00	4,917.65	26.1%
520 54902		BAD DEBT EXPENSE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
520 55100		OFFICE SUPPLIES					
	3,332.00	3,332.00	311.49	139.48	0.00	3,020.51	9.3%
520 55200		OPERATING SUPPLIES					
	60,260.00	60,260.00	12,897.97	3,329.01	0.00	47,362.03	21.4%



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210							
	1,200.00	1,200.00	110.00	110.00	0.00	1,090.00	9.2%
520 55220							
	685.00	685.00	194.38	0.00	0.00	490.62	28.4%
520 59300							
	10,700.00	10,700.00	3,566.68	891.67	0.00	7,133.32	33.3%
520 59990							
	106,302.00	106,302.00	0.00	0.00	0.00	106,302.00	.0%
TOTAL UTILITY BILLING	569,483.00	569,483.00	145,753.44	37,966.47	0.00	423,729.56	25.6%
TOTAL EXPENSES	569,483.00	569,483.00	145,753.44	37,966.47	0.00	423,729.56	
GRAND TOTAL	569,483.00	569,483.00	145,753.44	37,966.47	0.00	423,729.56	25.6%

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Revenues	(\$ 187,120.40)
Expenses	<u>145,753.44</u>
Net (Rev)Exp	(\$ 41,366.96)



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 04

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 36110	INTEREST					
	0.00	0.00	-168.64	-56.09	0.00	168.64 100.0%
530 38910	CASH BALANCE FORWARD					
	-15,840.00	-15,840.00	0.00	0.00	0.00	-15,840.00 .0%
TOTAL UTILITY ADMIN						
	-15,840.00	-15,840.00	-168.64	-56.09	0.00	-15,671.36 1.1%
TOTAL REVENUES						
	-15,840.00	-15,840.00	-168.64	-56.09	0.00	-15,671.36
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-75,000.00	-18,750.00	0.00	-150,000.00 33.3%
TOTAL WASTE WATER						
	-225,000.00	-225,000.00	-75,000.00	-18,750.00	0.00	-150,000.00 33.3%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-75,000.00	-18,750.00	0.00	-150,000.00
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-75,000.00	-18,750.00	0.00	-150,000.00 33.3%
TOTAL WATER						
	-225,000.00	-225,000.00	-75,000.00	-18,750.00	0.00	-150,000.00 33.3%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-75,000.00	-18,750.00	0.00	-150,000.00
GRAND TOTAL						
	-465,840.00	-465,840.00	-150,168.64	-37,556.09	0.00	-315,671.36 32.2%

** END OF REPORT - Generated by Susan Carless **

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	250,022.00	250,022.00	68,182.14	24,484.84	0.00	181,839.86	27.3%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,563.56	0.00	0.00	936.44	62.5%
530 52100		FICA					
	19,318.00	19,318.00	5,001.31	1,780.95	0.00	14,316.69	25.9%
530 52200		RETIREMENT					
	59,905.00	59,905.00	16,711.08	5,866.58	0.00	43,193.92	27.9%
530 52300		HEALTH INSUR					
	54,611.00	54,611.00	13,237.89	3,123.84	0.00	41,373.11	24.2%
530 52301		LIFE INSUR					
	1,386.00	1,386.00	397.05	96.72	0.00	988.95	28.6%
530 52400		WORKERS' COMP					
	8,280.00	8,280.00	2,760.00	690.00	0.00	5,520.00	33.3%
530 53400		CONTRACTUAL					
	3,455.00	3,455.00	1,421.89	323.82	0.00	2,033.11	41.2%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	524.20	60.00	0.00	4,725.80	10.0%
530 54100		COMM - PHONE/FAX/ALARM					
	779.00	779.00	56.46	18.54	0.00	722.54	7.2%
530 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	621.01	250.65	0.00	1,378.99	31.1%
530 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	457.32	114.33	0.00	1,177.68	28.0%
530 54200		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	813.89	171.88	0.00	2,186.11	27.1%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	253.44	72.93	0.00	546.56	31.7%
530 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
530 55200		OPERATING SUPPLIES					
	6,785.00	6,785.00	393.59	121.35	0.00	6,391.41	5.8%
530 55210		UNIFORMS					
	1,800.00	1,800.00	246.47	71.48	0.00	1,553.53	13.7%
530 55220		JANITORIAL SUPPLIES					
	4,000.00	4,000.00	194.36	0.00	0.00	3,805.64	4.9%



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	10.49	0.00	0.00	2,089.51	.5%
530 59990		RESERVE					
	30,214.00	30,214.00	0.00	0.00	0.00	30,214.00	.0%
TOTAL UTILITY ADMIN	465,840.00	465,840.00	112,846.15	37,247.91	0.00	352,993.85	24.2%
TOTAL EXPENSES	465,840.00	465,840.00	112,846.15	37,247.91	0.00	352,993.85	
GRAND TOTAL	465,840.00	465,840.00	112,846.15	37,247.91	0.00	352,993.85	24.2%

** END OF REPORT - Generated by Susan Carless **

Revenues	(\$ 150,168.64)
Expenses	<u>112,846.15</u>
Net (Rev)Exp	(\$ 37,322.49)

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-425,000.00	-425,000.00	-294,065.61	-251,301.79	0.00	-130,934.39	69.2%
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-11,722.90	-11,722.90	0.00	-43,277.10	21.3%
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-21,925.51	-21,925.51	0.00	-38,074.49	36.5%
610 36700		GAIN/LOSS ON INVESTMENT					
	-1,400,000.00	-1,400,000.00	-32,550.07	-247.79	0.00	-1,367,449.93	2.3%
610 36840		CONTRIBUTIONS FROM CITY					
	-1,605,000.00	-1,605,000.00	-340,258.38	-340,258.38	0.00	-1,264,741.62	21.2%
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-350,000.00	-350,000.00	-92,307.24	-46,754.41	0.00	-257,692.76	26.4%
610 36990		OTHER REVENUE					
	0.00	0.00	2,314.16	1,023.11	0.00	-2,314.16	100.0%
610 38910		CASH BALANCE FORWARD					
	-23,758,006.00	-23,758,006.00	0.00	0.00	0.00	-23,758,006.00	.0%
610 53400		CONTRACTUAL					
	74,435.00	74,435.00	28,486.49	1,821.12	0.00	45,948.51	38.3%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	20,600.00	20,600.00	6,424.69	6,424.69	0.00	14,175.31	31.2%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	7,925.50	5,032.88	0.00	27,839.50	22.2%
610 53600		RETIREE BENEFITS					
	1,712,000.00	1,712,000.00	274,806.28	0.00	0.00	1,437,193.72	16.1%
610 59990		RESERVE					
	25,810,206.00	25,810,206.00	0.00	0.00	0.00	25,810,206.00	.0%
TOTAL PENSION - GENERAL							
	0.00	0.00	-472,872.59	-657,908.98	0.00	472,872.59	100.0%
TOTAL REVENUES							
	-27,653,006.00	-27,653,006.00	-790,515.55	-671,187.67	0.00	-26,862,490.45	
TOTAL EXPENSES							
	27,653,006.00	27,653,006.00	317,642.96	13,278.69	0.00	27,335,363.04	
GRAND TOTAL							
	0.00	0.00	-472,872.59	-657,908.98	0.00	472,872.59	100.0%

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251		STATE/FIRE INSURANCE TAX					
	-115,000.00	-115,000.00	-1,044.06	0.00	0.00	-113,955.94	.9%
620 31252		STATE/POLICE INSURANCE TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
620 36110		INTEREST					
	-450,000.00	-450,000.00	-316,231.00	-255,339.74	0.00	-133,769.00	70.3%
620 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-13,424.82	-13,424.82	0.00	-41,575.18	24.4%
620 36130		INCOME/LOSS/REALIZED G/L					
	-70,000.00	-70,000.00	-25,108.63	-25,108.63	0.00	-44,891.37	35.9%
620 36700		GAIN/LOSS ON INVESTMENT					
	-1,800,000.00	-1,800,000.00	-4,934.45	38,398.71	0.00	-1,795,065.55	.3%
620 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-315,000.00	-315,000.00	-83,567.54	-40,963.61	0.00	-231,432.46	26.5%
620 36990		OTHER REVENUE					
	0.00	0.00	3,128.41	1,395.92	0.00	-3,128.41	100.0%
620 38910		CASH BALANCE FORWARD					
	-27,833,370.00	-27,833,370.00	0.00	0.00	0.00	-27,833,370.00	.0%
TOTAL PENSION - POLICE/FIRE							
	-30,748,370.00	-30,748,370.00	-441,182.09	-295,042.17	0.00	-30,307,187.91	1.4%
TOTAL REVENUES							
	-30,748,370.00	-30,748,370.00	-441,182.09	-295,042.17	0.00	-30,307,187.91	
6202100 POLICE							
6202100 36840		CONTRIBUTIONS FROM CITY					
	-700,000.00	-700,000.00	-174,610.47	-174,610.47	0.00	-525,389.53	24.9%
TOTAL POLICE							
	-700,000.00	-700,000.00	-174,610.47	-174,610.47	0.00	-525,389.53	24.9%
TOTAL REVENUES							
	-700,000.00	-700,000.00	-174,610.47	-174,610.47	0.00	-525,389.53	
6202200 FIRE							
6202200 36840		CONTRIBUTIONS FROM CITY					
	-590,000.00	-590,000.00	-137,193.94	-137,193.94	0.00	-452,806.06	23.3%



FOR 2020 04							
6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-590,000.00	-590,000.00	-137,193.94	-137,193.94	0.00	-452,806.06	23.3%
TOTAL REVENUES	-590,000.00	-590,000.00	-137,193.94	-137,193.94	0.00	-452,806.06	
GRAND TOTAL	-32,038,370.00	-32,038,370.00	-752,986.50	-606,846.58	0.00	-31,285,383.50	2.4%
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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400		CONTRACTUAL					
	79,700.00	79,700.00	8,888.50	0.00	0.00	70,811.50	11.2%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	7,357.42	7,357.42	0.00	14,272.58	34.0%
620 53404		INVESTMENT EXPENSE					
	53,000.00	53,000.00	12,578.64	8,858.62	0.00	40,421.36	23.7%
620 53600		RETIREE BENEFITS					
	1,868,000.00	1,868,000.00	365,099.84	0.00	0.00	1,502,900.16	19.5%
620 59990		RESERVE					
	30,016,040.00	30,016,040.00	0.00	0.00	0.00	30,016,040.00	.0%
TOTAL PENSION - POLICE/FIRE							
	32,038,370.00	32,038,370.00	393,924.40	16,216.04	0.00	31,644,445.60	1.2%
TOTAL EXPENSES							
	32,038,370.00	32,038,370.00	393,924.40	16,216.04	0.00	31,644,445.60	
GRAND TOTAL							
	32,038,370.00	32,038,370.00	393,924.40	16,216.04	0.00	31,644,445.60	1.2%

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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	November 19, 2019
City Commission/Charter Review Committee Joint Workshop	December 3, 2019
City Commission/Planning Advisory Board Joint Special Meeting	December 17, 2019
City Commission Regular Meeting	December 17, 2019
City Commission/Conflict Assessment Meeting	January 27, 2020
City Commission Visioning Workshop	January 28, 2020

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	2/5/2020
Dale L. Martin, City Manager	2/6/2020

A handwritten signature in blue ink that reads "Caroline Best".

Date: January 31, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a City Commission Regular Meeting on Tuesday, November 19, 2019 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. 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 given by Reverend Bernard Thompson of New Zion Missionary Baptist Church.

4.1 PRESENTATION - PASSERO ASSOCIATES LLC: Mr. Andrew Holesko of Passero Associates LLC provided a progress report regarding the Shoreline Study.

4.2 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer any questions regarding the budget summary for October 2019.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: The following individuals spoke to this item:

SHORELINE STUDY: Mr. Mac Morriss, 821 Parkview, commended Mr. Andrew Holesko and his engineering team and offered a few other suggestions regarding the waterfront and bulkheads.

NO PAID BEACH PARKING: Mr. Paul Lore, 2794 Longboat Drive, continues to advocate for maintaining free beach and downtown parking and continued marina restoration.

PETANQUE: Mr. James Weinsier, 97144 Woodstork Lane, acted as President of the Amelia Island Petanque Club from 2010-2019 and noted the significant economic impact of the popular yearly international tournament played at the waterfront area that should remain as is while the Commission focus spending on other necessary community repairs including beach walkovers.

CONCERNS: Ms. Joan Bean, 141 N. 15TH Street, expressed concern that the City goes from “catastrophe to catastrophe”

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

6.1 APPROVAL OF MINUTES: According to the agenda support documents, Regular Meeting of September 24, 2019; the Workshop of October 1, 2019; and the Regular Meeting of October 1, 2019 were presented for approval. Staff recommended approval of the Minutes as presented. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2019-201 APPROVING PRECISION SIDEWALK SAFETY AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2019-201 approves Precision Sidewalk Safety as a sole source vendor for Fiscal Year 2019/2020 in an amount not to exceed \$50,000. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2019-201. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2019-189 APPROVING THE SIMMONS ROAD PARK PLANS: According to the agenda support documents Resolution 2019-189 approves the Simmons Road Park Plan, conditioned upon review and approval by the City's Technical Review Committee and confirms the budgeted appropriation.

Parks and Recreation Director Nan Voit gave a brief history of the Simmons Road Park process and showed a slide presentation.

Eight Flags Playscapes Vice President Trey Warren explained the all-volunteer organization of resident's and non-residents does not have any political affiliation and its only mission is to develop universally accessible recreational environments. As a "funds multiplier" the organization collaborates with cities to expedite projects less expensively. Donations offset tax dollars and fundraising continues to maintain momentum to complete the project.

Mr. Benjamin Morrison gave a presentation explaining the details of the park and its components and assured the plan is compliant with all regulatory requirements. Questions and discussion ensued amongst the presenters and Commission.

Commissioner Lednovich gave a detailed presentation outlining the timeline and process. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger, to approve Resolution 2019-189.**

SIMMONS ROAD PARK: Ms. Sandy Neuss, 1883 Lakeside Drive North, is not in favor of the Simmons Road park and feels the park is too big and will affect wildlife negatively especially gopher tortoises which are protected by state law.

SIMMONS ROAD PARK: Ms. Mary Libby, 616 Spanish Way East, representing Ms. Alexandra Lajoux who was unable to attend read: "I respectfully request that the Commission delay a vote on Simmons Park until environmental and fiscal impact can be studied as recommended by the Parks and Recreation Committee. Thank you." There is also concern for lack of parking and destruction of the tree canopy.

POSTPONE: Mr. Robert Wells, 2884 Robert Oliver Avenue, thanked Commissioner Lednovich for his clear, concise presentation on Simmons Road Park. The process has been unclear with both the Parks and Recreation Advisory Committee and with residents and it is requested that the Commission vote to postpone this item.

POSTPONE: Ms. Genece Minshew, 2428 Los Robles Drive, suggested mitigating issues by reducing the Simmons Road Park project and postpone the vote to allow time to conduct workshops, seek public input and consult a naturalist.

DONATION: Mr. Matthew Badiali, 3977 First Avenue, representing Project Chance a nonprofit that raises and trains dogs for children with autism. The organization is interested in donating funds for an accessible park.

SIMMONS ROAD PARK: Mr. Chuck Oliva, 2865 West 6th Street, founder of Conserve Amelia Now and is not in favor of Simmons Road Park. There is further concern that some members of the Commission are openly hostile to the conservation community.

POSTPONE: Ms. Roslyn Hume, 268 S. Fletcher Ave., urged the Commission to delay a decision on Simmons Road Park to ensure cost effectiveness, transparency and reconsidering the “Taj Mahal of a park and preserve what we have.

ENVIRONMENTAL CONCERNS: Mr. Eric Bartelt, 3820 S. Fletcher Avenue, Parks and Recreation Advisory Committee member, questioned the supplemental letter sent by the developers that clearly overlooks the Comprehensive Plan’s environmentally sensitive lands chapter which includes wildlife habitats.

PROCESS CONCERNS: Ms. Lauree Hemke, 751 Barrington Drive, expressed concerns about the process and the location of Simmons Road Park noting that Parks and Recreation Advisory Committee meetings have not been able to answer citizens questions.

SIMMONS ROAD PARK: Ms. Vicki Turner, 211 South Wolff Street, appreciates transparency however the concern is that Simmons Road Park is not a fiscally responsible use of City taxpayer money and urged the Commission to vote no.

PRESERVATION: Mr. Mac Morriss, 821 Parkview Place East, advocated for conserving trees and moving the park to a different location to preserve the wildlife. The Commission isn’t voting for a playground but the “credibility of the process and city officials”.

SIMMONS ROAD PARK: Ms. Sherian Wilsher-Berteau, 1703 McArthur Street, not in favor of Simmons Road Park nor the Commissions reactions and responses which are unbecoming of elected officials.

EXISTING PARKS: Ms. Mary Anne Sharer, 808 Stanley Drive, despite voting for each of the current Commissioners it is disappointing to come to the Commission meetings and witness votes against public opinion. Existing parks should be improved rather than creating new parks and consider putting this plan aside and start over again.

SIMMONS ROAD PARK: Ms. Agnes Lyden, 2184 Lakeside Drive East, resides in county but supports the City’s plan to build the park and believes it to be a balance of recreation and conservation.

SIMMONS ROAD PARK: Mr. Lynn Williams, 997 Egan’s Creek, questioned whether the Simmons Road Park plan aligns with the comprehensive plan.

SIMMONS ROAD PARK: Mr. Trey Warren, 218 N. 18th Street, resident since May 2000, reminded all that Eight Flags Playscapes is a volunteer non-profit whose mission is to create accessible parks and requested three items including limited social media, creating a 501C3 and fundraise.

ACKNOWLEDGEMENT: Mrs. Sandra Kerry, 1255 Forrest Drive, acknowledged Commissioner Lednovich’s thorough presentation and spoke to the importance of transparency and communication.

TREE CANOPY: Ms. Margaret Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy whose member majority are City residents, are widely in favor of an accessible park on the south side of the City however the current Simmons Road site is concerning. There are very few heavily wooded parcels like the Simmons Road site and community needs to maintain this canopy.

CONCERNS: Ms. Sharyl Wood, 4936 Keystone Lane, although not a city resident, referenced Commissioner Lednovich’s presentation that mentioned her and is concerned at the way her involvement is being portrayed in this process.

CONCERNS: Ms. Lynn Pannone, 9 Marsh Hawk Road, questioned the Commission voting without having a final plan and there is a disconnect between the upcoming referendum on land conservation in the November 2020 election and developing a park.

NATURE TRAIL: Mr. Kevin Foushee, 96259 Ocean Breeze Drive, noted “Fernandina is better than this” and advocated for a nature trail.

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

Commissioner Chapman:	AYE
Vice Mayor Kreger:	AYE
Commissioner Lednovich:	NAY
Commissioner Ross:	NAY
Mayor Miller:	AYE

3-2 Motion passed.

7.2 RESOLUTION 2019-202 APPROVING A PROPOSAL FROM ASPHALT PAVING SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$446,906 FOR CAPE SEAL, MILL AND RESURFACE, AND THERMO PLASTIC STRIPING OF CITY ASPHALT RIGHTS-OF-WAY BY WAY OF A PIGGYBACK PURCHASE TO THE LEE COUNTY, FLORIDA, CONTRACT: According to the agenda support documents Resolution 2019-202 approves the proposal from Asphalt Paving Systems, Inc. to cape seal, mill and resurface, and place thermo plastic striping on City asphalt rights-of-way in an amount not to exceed \$446,906 as a piggyback agreement with the Lee County, Florida, Contract. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman, to approve Resolution 2019-202. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2019-203 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020: According to the agenda support documents Resolution 2019-203 approves the transfer of \$10,000 from the Contingency account to the City Commission Community Services account. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Resolution 2019-203. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2019-204 APPROVING THE PURCHASE AND INSTALLATION OF OUTDOOR LED SPORTS LIGHTING FROM MUSCO SPORTS LIGHTING, LLC FOR THE CENTRAL PARK ATHLETIC FIELDS: According to the agenda support documents Resolution 2019-204 approves the purchase and installation of outdoor LED sports lighting for the Central Park athletic fields from Musco Sports Lighting, LLC in the total amount of \$430,000. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to deny Resolution 2019-204. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Ross:	AYE
Commissioner Lednovich:	AYE
Commissioner Chapman:	NAY
Vice Mayor Kreger:	NAY
Mayor Miller:	NAY

3-2 Motion for denial failed.

A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger, to approve Resolution 2019-204. Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Chapman:	AYE
Vice Mayor Kreger:	AYE
Commissioner Lednovich:	AYE
Commissioner Ross:	NAY
Mayor Miller:	AYE

4-1 Motion carried.

7.5 RESOLUTION 2019-205 APPROVING A PROPOSAL FROM MILLER ELECTRIC COMPANY IN THE AMOUNT OF \$101,443.30 FOR A GENETEC ACCESS CONTROL AND LICENSE PLATE READER SYSTEM BY WAY OF A PIGGYBACK PURCHASE TO THE OSCEOLA COUNTY, FLORIDA, CONTRACT: According to the agenda support documents Resolution 2019-205 approves the proposal from Miller Electric Company for the purchase of a Genetec Access Control System and License Plate Reader System in an amount not to exceed \$101,443.30 as a piggyback purchase to the Osceola County, Florida, Contract. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-205. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2019-206 PROVIDING CONDITIONAL APPROVAL FOR SUBMISSION OF A FLORIDA DEPARTMENT OF TRANSPORTATION SUN TRAIL GRANT APPLICATION PENDING FINAL OUTCOME OF A FEASIBILITY STUDY AND PUBLIC HEARING REGARDING THE "SCHOOLS TO DOWNTOWN WATERFRONT TRAIL: According to the agenda support documents Resolution 2019-206 provides conditional approval for submission of a Florida Department of Transportation Suntrail grant application pending final outcome of a feasibility study and public hearing regarding the "Schools to Downtown Waterfront Trail." **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to table Resolution 2019-206. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2019-25: City Attorney Bach read Ordinance 2019-25 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 26, BUSINESSES, ARTICLE IV, PEDDLERS, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 26-91 TO INCLUDE DEFINITIONS; BY AMENDING SECTION 26-92, REQUIRING LOCAL BUSINESS TAX RECEIPTS; BY ADDING A SECTION NUMBERED 26-93, NOTICE REGULATING RESIDENTIAL SOLICITING AND PEDDLING; BY ADDING A SECTION NUMBERED 26-94, DUTY OF SOLICITORS; BY ADDING A SECTION NUMBERED 26-95, UNINVITED SOLICITING PROHIBITED; BY ADDING A SECTION NUMBERED 26-96, TIME LIMIT ON SOLICITING; BY ADDING A SECTION NUMBERED 26-97, AGE LIMITATIONS; BY ADDING A SECTION NUMBERED 26-98, RESTRICTIONS ON METHODS OF SOLICITATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2019-25 amends Chapter 26 of the Code of Ordinances pertaining to door-to-door solicitation.

A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2019-25. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

9.1 SECOND READING OF ORDINANCE 2019-18: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 7.01.00 (ACCESS AND DRIVEWAY DESIGN REQUIREMENTS); AND 7.01.01 (STREETS AND RIGHTS-OF-WAY); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents Ordinance 2019-18 amends the Land Development Code specific to Rights-of-Way Standards. **The consensus of the Commission was to consider Ordinance 2019-18 at a future City Commission Regular Meeting.**

At this time, due to illness, Mayor Miller excused himself from the remainder of the meeting.

10.1 PLANNING ADVISORY BOARD: According to the agenda support documents, there was one appointment for the Planning Advisory Board. **A motion was made by Commissioner Lednovich, seconded by Commissioner Ross, to approve the appointment of Mr. Peter Stevenson. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

11.1 LAND CONSERVATION: This item was placed on the agenda at the request of Commissioner Lednovich who discussed the merits of partnering with Nassau County to have land conservation placed on the ballot for voter consideration.

11.2 WATERFRONT PARK DEVELOPMENT: This item was placed on the agenda at the request of Commissioner Lednovich.

MARINA: Mr. Allen Mills, 1425 Broome Street, member of the Marina Advisory Board, expressed concerns related to the Marina dock reconfiguration, the possible elimination of parking spaces, as well as needed landscaping and signage.

MARINA: Mr. Joe Blanchard, 593 Amelia Circle, member of the Marina Advisory Board, expressed frustration that the Fernandina Beach waterfront is often negatively compared to the St. Mary's waterfront which is not comparing apples to apples. Mr. Blanchard also expressed frustration with the limitations of the authority of the Marina Advisory Board.

WATERFRONT PARK: Ms. Vickie Turner, 211 S. Wolfe Street, noted concerns related to proposed waterfront park development not having enough parking spaces.

MARINA: Mr. Kevin McCarthy, 2220 Florida Avenue, Marina Advisory Board Chairman, explained the importance of adequate parking in order to support numerous Marina activities.

MARINA: Mr. Mac Morriss, 821 Parkview Place East, concerned reduced parking associated with the proposed waterfront park will adversely affect Marina operations and requested the Commission consider constructing a fish market where freshly caught fish can be prepared and eaten.

MARINA: Mr. Nathan Parsons, 2156 White Sands Way, a Marina needs adequate parking in order to be successful.

Commissioner Ross provided slides related to opening the dinghy dock, noted the Marina planned unit development needs to be invalidated, and requested the shoreline be cleaned of debris.

Commissioner Chapman noted the boat ramp needs engineer review in order to accommodate today's larger vessels.

11.3 SUNSET CERTAIN ADVISORY BOARDS/COMMITTEES: Community Development Block Grant Citizen Advisory Taskforce, Peck Center Committee, Public, Educational, and Government (PEG) Committee, and the Youth Advisory Committee. **The consensus of the City Commission was to postpone this item to the December 3, 2020 City Commission Regular Meeting.**

CITY MANAGER REPORTS:

DOWNTOWN EVENTS: – City Manager Martin encouraged all to visit downtown upcoming various holiday events including the tree lighting, parade, pajama party and more.

CITY ATTORNEY REPORTS:

OCEAN HIGHWAY PORT AUTHORITY: City Attorney Bach reported on a recent Ocean Highway Port Authority meeting that was inconclusive and may necessitate legal mediation.

REFUND: City Attorney Bach stated the City received a 2018/2019 ad valorem tax refund check for the Airport hangars.

CITY CLERK REPORTS: City Clerk Best had no reports at this time.

MAYOR/COMMISSIONER COMMENTS:

CONGRATULATIONS: Commissioner Chapman congratulated the City Fire Department staff who recently received awards at the annual banquet.

PARADE: Commissioner Chapman marched in the Veterans Day Parade that had a great community turnout.

RECOGNITION: Commissioner Chapman attended the farewell recognition event for outgoing Nassau County Executive Director of Economic Development Laura DiBella who has accepted a newly created position as Executive Director at the Florida Harbor Pilots Association in Tallahassee.

TOUR: Commissioner Chapman recognized Main Street for their recent event at the Nassau County Courthouse and encouraged all to tour the impressive facility.

THANK YOU: Commissioner Ross thanked Nassau County staff for alleviating the City of the significant cost in repairing the north side walkway at Brett's Waterway Café restaurant.

AWARD: Vice Mayor Kreger announced Habitat Nassau won the regional award for affordable housing. The presentation will take place in Jacksonville December 3rd and all are welcome to attend.

REMEMBRANCE: Vice Mayor Kreger reminded all of the Transgender Day of Remembrance November 20 at 6pm at the Macedonia AME Church.

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City Commission Regular Meeting

November 19, 2019

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15. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 11:28pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Charter Review Committee Joint Workshop on Tuesday, December 3, 2019 at 4:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. Present for the Charter Review Committee: Chairwoman Arlene Filkoff, Vice Chairman Richard Clark, members Jon Lasserre, Bradley Bean, Margaret Davis, and Tammi Kosack. 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.

4.1 DISCUSSION OF CHARTER REVIEW PROCESS AND EXPECTATIONS FROM THE COMMISSION: Chairwoman Filkoff provided an overview of the Charter review Committee activities, noting they've recently met with Florida League of Cities University Director Ms. Lynn Tipton and held a discussion with the members of the last Charter Review Committee which was in 2007, they've formed a communications sub-committee, Charter Sections 1 – 8 have been reviewed, the majority of which will remain the same. The objective is to have recommendations completed by June 2020. Discussion ensued related to whether the Mayor should be elected, the pros and cons of retaining the current form of government, ballot referendum, groups versus seats, and the general satisfaction of the majority of citizens. The Commission agreed to seriously consider the recommendations offered by the Charter Review Committee.

The consensus of the City Commission was to begin video recording Charter Review Committee meetings which occur the 4th Tuesday of each month at 3:00 pm. The December meeting will be skipped and made up January 13, 2020.

6. ADJOURNMENT: There being no further business to come before the City Commission Joint Workshop, the meeting was adjourned at 5:23pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Joint Special Meeting with the Planning Advisory Board on Tuesday, December 17, 2019 at 4:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice-Mayor Len Kreger, Commissioner Philip A. Chapman, Commissioner Mike Lednovich and Commissioner Chip Ross. Present for the Planning Advisory Board (PAB) were Vice-Chair Mark Bennett, Members Jenny Schaffer, Richard Clark, Victoria Robas, Genece Minshew, and Peter Stevenson. PAB Members Greg Roland and mark Durham were absent. 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.

4.1 Presentation of Evaluation Appraisal Report (EAR) by Northeast Florida Regional Council and City Staff: Planning and Conservation Department Director Kelly Gibson gave a detailed presentation of the Evaluation Appraisal Report (EAR) explaining its components and summarizing the report.

Northeast Florida Regional Council Executive Director Margo Moehring provided a comprehensive presentation of external economic factors including predicted fastest growing industries and anticipated growth as well as the local issue of managing the growth. Through a series of meetings that included public and County input one overarching issue that arose is implementation, modernization and enforcement of the plan. Intergovernmental coordination with the County to establish parameters of collaboration was also discussed. Overall the City's Comprehensive Plan is excellent which includes sustainability more so than other municipal plans. Further presentation highlights included consensus and concepts.

Planning and Conservation Director Kelly Gibson requested direction related to whether staff focus should be on Comprehensive Plan amendments or local development regulation updates: continue to amend piecemeal fashion or one last round of changes? Ms. Gibson noted additional staff would be needed to complete both projects: Comprehensive Plan amendments and/or local development regulation updates.

4.2 Discussion and Direction of Next Steps with Evaluation Appraisal Report (EAR) Based Amendments and Land Development Code Changes: Discussion continued regarding whether to proceed with the Comprehensive Plan amendments or the local development regulation updates. ***The consensus of the City Commission was to direct the City Manager to work with staff to develop three possible options as to paths forward.***

5. OTHER DISCUSSION ITEMS: no other items were discussed.

6. PUBLIC COMMENT: The following individuals spoke to this item:

PROJECT MANAGEMENT: Mr. Steve Cook 2629 Racheal Avenue, noted the projects ahead would require a dedicated project manager.

DRAFT

MINUTES
City Commission
Planning Advisory Board
Joint Special Meeting
December 17, 2019
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COLLABORATION: Mr. Doug Roselle, 524 Tarpon Avenue, inquired whether Nassau County would be willing to work with the City on these projects. Ms. Moehring responded that Nassau County has expressed interest in making the entire island a “joint local planning area”.

PROJECT MANAGEMENT: Ms. Margaret Kirkland, 1377 Plantation Point Drive, speaking on behalf of the Amelia tree Conservancy, the referenced projects need to be managed by someone who has in depth of knowledge and experience.

7. ADJOURNMENT: There being no further business to come before the City Commission, the Special Meeting was adjourned at 5:23 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, December 17, 2019 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. 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 given by Pastor Dewayne Campbell of Elm Street Church of God.

4.1 PRESENTATION – CIVCOM: Ms. Jen Emmons of CivCom provided a presentation regarding the youth vaping epidemic. Starting Point Behavioral Health Prevention Coordinator Amy Pipkin, gave an overview of their program and stated their mission encompasses education, affecting change and a focused effort to prevent illness and death.

Discussion ensued amongst the Commission regarding legalities, retail licensing, ordinances and grassroots action. City Attorney Bach stated she would conduct extensive research and draft an ordinance for a future City Commission Regular Meeting agenda item.

4.2 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer any questions regarding the budget summary for November 2019. City Manager Martin gave a brief explanation of the annual pension liability report. Vice Mayor Kreger noted the annual audit appeared to show significant improvements and deemed the fund to be in “tip top shape”.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: No individuals spoke to this item.

6. CONSENT AGENDA: The following two items were on the Consent Agenda and were approved by one motion with the exception of item 6.1 Resolution 2019-217, which was removed at the request of City Attorney Bach.

6.1 RESOLUTION 2019-217 APPROVING A NEW FRANCHISE AGREEMENT WITH HARRELL LAND, LLC D/B/A FERNANDINA BEACH MARKET PLACE THROUGH DECEMBER 31, 2022. According to the agenda support documents Resolution 2019-217 approves a new franchise agreement with Harrell Land, LLC D/B/A Fernandina Beach Market Place effective through December 31, 2019. *The consensus of the Commission was to move this item to the City Commission Regular Meeting of January 7, 2020.*

6.2 RESOLUTION 2019-218 REPEALING RESOLUTION 98-58 THAT AUTHORIZED A PERMIT AND BUSINESS LICENSE FOR RITA JACKSON AND OLD TOWNE CARRIAGE COMPANY; APPROVING A NEW NON-EXCLUSIVE FRANCHISE AGREEMENT WITH BK BELLAS ENTERPRISES, LLC D/B/A AMELIA ISLAND HORSE CARRIAGES. According to the agenda support documents Resolution 2019-218 repeals Resolution 98-58 and revokes the permit for Rita Jackson and Old Towne Carriage Company. Approves the Non-Exclusive Franchise Agreement and permit for BK Bellas Enterprises, LLC d/b/a Amelia Island Horse Carriages. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman, to approve Resolution 2019-218. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 SECOND READING OF ORDINANCE 2019-24: City Attorney Bach read Ordinance 2019-24 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE BUILDING PARKS AND RECREATION DEPARTMENT PROVIDING FOR SEVERABILITY AND

PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents this Ordinance 2019-24 approves the amended Building and Parks & Recreation Department Fee Schedules for Fiscal Year 2019/2020.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Commissioner Lednovich, to approve Ordinance 2019-24. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 SECOND READING OF ORDINANCE 2019-25: City Attorney Bach read Ordinance 2019-25 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 26, BUSINESSES, ARTICLE IV, PEDDLERS, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 26-91 TO INCLUDE DEFINITIONS; BY AMENDING SECTION 26-92, REQUIRING LOCAL BUSINESS TAX RECEIPTS; BY ADDING A SECTION NUMBERED 26-93, NOTICE REGULATING RESIDENTIAL SOLICITING AND PEDDLING; BY ADDING A SECTION NUMBERED 26-94, DUTY OF SOLICITORS; BY ADDING A SECTION NUMBERED 26-95, UNINVITED SOLICITING PROHIBITED; BY ADDING A SECTION NUMBERED 26-96, TIME LIMIT ON SOLICITING; BY ADDING A SECTION NUMBERED 26-97, AGE LIMITATIONS; BY ADDING A SECTION NUMBERED 26-98, RESTRICTIONS ON METHODS OF SOLICITATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-25 amends Chapter 26 of the Code of Ordinances pertaining to door-to-door solicitation. The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve Ordinance 2019-25. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 ARTS AND CULTURE NASSAU - one appointment: According to the agenda support documents, there was one appointment for Arts and Culture Nassau. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve the appointment of Mr. Joshua Whitfield to Arts and Culture Nassau. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 PLANNING ADVISORY BOARD - two re-appointments: According to the agenda support documents, there were two re-appointments for the Planning Advisory Board. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve the re-appointments of Ms. Victoria Robas and Ms. Jenny Schaffer. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 HISTORIC DISTRICT COUNCIL – one re-appointment: According to the agenda support documents, there was one re-appointment for the Historic District Council. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich, to approve the re-appointment of Mr. Mike Spino. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 LAND CONSERVATION: This item is placed on the agenda at the request of Commissioner Lednovich who reflected on his weekly meetings with City Manager Martin which includes the tree canopy replacement plan broached last year to be revised and presented at this meeting however it was not an agenda item at this meeting and needs to be scheduled for a future City Commission Regular Meeting.

Vice Mayor Kreger gave a presentation regarding the land conservation ordinance and suggested a land management plan be drafted and schedule the annual meeting that will include nominating properties.

Commissioner Ross reported the North Florida Land Trust mailed a certified letter to identified property owners querying possible sale to the City and right of first refusal. A recent Nassau County Board of County Commissioners approved placement of a referendum on the 2020 general election ballot to vote on County authorization to issue up to \$30 million in general obligation bonds for conservation land acquisition and management program.

Further discussion and questions ensued culminating in a request that City Manager Martin proceed and report back at the next City Commission Regular Meeting.

9.2 WATERFRONT PARK DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Lednovich. City Manager Martin reported that consultant, Marquis and Latimer, met with the Commissioners and will compile the feedback and present a concept at the City Commission Visioning Session Tuesday January 28, 2020 at the Fernandina Beach Golf Course clubhouse.

Commissioner Ross gave a slide presentation on Marina dock maintenance and shoreline trash which continues to accumulate and is contractually the responsibility of Westrec. Discussion ensued amongst the Commission as to addressing maintenance and trash issues and accountability at the Marina.

9.3 PLAYGROUND ACCESSIBILITY: This item is placed on the agenda at the request of Commissioner Ross who raised the concern that six out of seven City playgrounds are not completely accessible to all children.

Parks and Recreation Director Nan Voit gave a presentation explaining playground designs are being sought to make parks more inclusive including Central Park which is budgeted this year to be replaced.

Following additional discussion related to definitions of accessibility and costs, Mayor Miller thanked Ms. Voit and City staff for maintaining and providing a fantastic product and doing a great job with City parks despite the limited budget.

CENTRAL PARK: Ms. Debbie Whiffen, 108 Ocean Ridge Drive, complimented the presentation and parks however its baffling as to why Central Park, the main City showpiece, is not getting the equipment that will be installed at the newly approved Simmons Road park.

Discussion and feedback ensued amongst the Commission concluding that the comprehensive and City master plan has a park requirement to fulfill.

9.4 PUBLIC RESTROOM SANITATION AND MAINTENANCE: This item is placed on the agenda at the request of Commissioner Ross who noted several constituents have complained about City restroom sanitation and maintenance. The Tourist District Council is slated to pay for the four times daily cleaning of City and County beach restrooms however the City will need to come up with a solution for the remaining City facilities.

Vice Mayor Kreger gave a brief presentation on services and costs and suggested that cleaning contracts include an attendant who monitors restrooms during special events. Following additional discussion City Manager Martin agreed to bring forth a restroom maintenance plan within sixty days.

CITY MANAGER REPORTS:

CONGRATULATIONS: City Manager Martin congratulated Vice Mayor Kreger on his recent appointment as President of the Northeast Florida Regional Council of Governance.

HOLIDAY: City Manager Martin reminded all that all city offices will be closed Christmas Eve Tuesday 12/24 and Christmas Wednesday 12/25.

EVENT: City Manager Martin and his wife, Lisa, will be hosting the second annual Christmas potluck dinner on Wednesday 12/25 2:30-4:30pm at the Council on Aging. A main dish will be provided, and participants are encouraged but not expected to bring side dishes. All are welcome to join the free event.

AWARDS: City Manager Martin announced the annual City Service Awards Breakfast Friday December 20th 7:30-9:00 am at the Fernandina Beach Municipal Golf Course.

10.1 CITY COMMISSIONER ROSS' QUESTIONS FOR CITY MANAGER MARTIN: Commissioner Ross conveyed to City Manager Martin that meeting packets are not being delivered a week ahead to members of the Parks and Recreation Advisory Committee and Planning Advisory Board. City Manager Martin will meet with each Department Director to assure that standards are met.

CITY ATTORNEY REPORTS:

HOLIDAY: City Attorney Bach will be out of the office from December 24-January 2 however she will be available by phone or email.

ANNOUNCEMENT: City Attorney Bach announced well wishes for City Legal Assistant Katie Newton who commenced maternity leave today upon the impending arrival of her baby. City Staff Assistant Gabriel Stefanko will be assisting part-time until March 2020.

AMELIA BLUFF UPDATE: City Attorney Bach updated the pending Amelia Bluff replacement of a variety of shade trees (150 to date) and another meeting will take place on December 18th with City Manager Martin and City Planning Director Kelly Gibson meeting with the developers.

PORT: City Attorney Bach reported she and City Manager Martin will attend a Conflict Assessment Meeting January 7th @ 3pm with the Ocean Highway Port Authority (OHPA), all are welcome to attend.

CITY CLERK REPORTS: City Clerk Best had no reports at this time.

MAYOR/COMMISSIONER COMMENTS:

DICKENS ON CENTRE: Commissioner Ross remarked that the Dickens on Centre Festival was fantastic with approximately 20,000 people attending and the Tourist District Council will personally answer to the 1800 letters to Santa Claus.

PLANTING: Commissioner Ross encouraged attendance at the Nassau Beautiful tree planting in Central Park Wednesday December 18th.

COMMISSIONER REPRESENTATION: Commissioner Chapman inquired about Commission representation at outside meetings involving City projects.

COMMISSIONER LIAISON: Commissioner Chapman clarified his position as the liaison to the Parks & Recreation Advisory Commission and noted that the board voted unanimously to research pollution sensors for the proposed Simmons Road Park and suggested a similar installation at the Marina park.

FUNDRAISERS: Commissioner Chapman and his wife attended the Council on Aging Gala event and the “Saving Fernandina” book signing event with local author Suanne Thamm that were both tremendously successful events.

HOLIDAYS: Commissioner Chapman congratulated and thanked all involved with the annual City “Shop with Cops” evening that provided presents for 151 children and the annual Joy to the Children that created Christmas for 166 local children. Commissioner Chapman encouraged all to attend the annual lighted Christmas parade downtown Saturday December 21st at 5pm.

CONGRATULATIONS: Commissioner Chapman congratulated City Manager Martin on the birth of his first grandchild.

OPINIONS: Commissioner Lednovich noted he expressed his personal opinions at Nassau County Commission and other meetings and considers himself to be one of five votes on the City Commission and implored that accurate information and clear communication is needed at all meetings.

HOLIDAYS: Commissioner Lednovich delivered Merry Christmas, Happy Hanukkah, Happy Kwanzaa and safe travels to celebrants this holiday season. Vice Mayor Kreger echoed the sentiments including Happy New Year.

GIVEAWAY: Vice Mayor Kreger invited all to a holiday ham and gift card giveaway to those in need at the Elm Street Sportsman Club on Sunday 22nd.

SAFETY: Mayor Miller stressed safety and safe travels during this busy holiday season.

CONDOLENCES: Mayor Miller extended heartfelt condolences to the local family and friends of Ariana “Ana” Delfs, an exceptional, talented Fernandina Beach High School senior who passed away suddenly.

SEASONS GREETINGS: Mayor Miller wished all a joyous holiday.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:50pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida and the Ocean Highway Port Authority of Nassau County (OHPA), met in a Conflict Assessment Meeting on Tuesday, January 27, 2020 at 10:00 am in the City Commission Chambers. Present on behalf of the City were Vice Mayor Kreger, presiding, Commissioners Chapman, Lednovich and Ross. City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach. Present on behalf of OHPA were District 1 Commissioner Robert Sturgess, District 2 Commissioner Danny Fullwood, District 3 Commissioner Scott Hanna, District 4 Commissioner Carrol Franklin, District 5 Commissioner Michael Cole and OHPA Attorney Jeb T. Branham.

Vice Mayor Kreger called the meeting to order and led the pledge of allegiance to the flag.

4. COMMENTS BY THE PUBLIC:

Mr. Coleman Langshaw, 308 South 15th Street, implored the assembled officials to work together for the betterment of the community and residents.

5. OPENING STATEMENTS ON THE ISSUES IN CONFLICT - Pursuant to Section 164.1055, Florida Statutes, at the Joint Public Meeting, the conflicting governmental entities are to consider and seek agreement on the issues identified in the conflict assessment phase (Conflict Assessment Meeting held in public on January 7, 2020): City Attorney Bach stated the City's position is the Development of Regional Impact (DRI) Payment in Lieu of Taxes (PILOT) program is to be paid annually (\$50,000) in perpetuity.

OHPA Attorney Jeb Branham stated OHPA's does not agree to the Resolution approved by City in 1991 obligating OHPA to make PILOT payments annually and in perpetuity. Mr. Branham noted the City cannot change state law by passing a Resolution, the only way that the PILOT payment could be binding is if OHPA agreed to it, which they did not. Previously paid PILOT payments were made voluntarily.

6. DISCUSSION WHETHER AGREEMENT CAN BE REACHED ON THE ISSUES IN CONFLICT - The discussion will be between elected officials in the order as recognized by the facilitator, Mr. Dale L. Martin, City Manager. Staff and counsel also may participate upon request and as recognized by the facilitator, Mr. Martin.: OHPA Attorney Branham offered two additional years of PILOT payments (\$50,000 each) provided they cease thereafter. After some discussion City Manager Martin noted the City Commission is not willing to accept OHPA's offer.

7.1 DISCUSSION OF MEDIATION PROCESS, INCLUDING POSSIBLE MEDIATOR(S): City Attorney Bach stated with the exception of Mr. Maddox Hair, the City does not agree with the mediator recommendations Mr. Branham offered at the January 7, 2020 Conflict Assessment meeting. City Attorney Bach suggested the following mediators be considered: Mr. Mark Barneby and Mr. Mark Bentley.

7.2 DISCUSSION OF DATE, TIME AND VENUE FOR MEDIATION: Attorneys Bach and Branham noted possible mediation locations as City Hall Commission Chambers or the Nassau County Board of County Commissioner Chambers. Attorneys Branham and Bach agreed forthcoming mediation meetings will occur in accordance with Sunshine Law. Attorneys Bach and Branham will work with City and OHPA elected officials to determine a mediation date and time which will occur in the near future.

DRAFT

MINUTES
City Commission/
Ocean Highway and Port Authority
Conflict Assessment Meeting
January 27, 2020
Page 2 of 2

ADJOURNMENT: There being no further business to come before the City Commission and OHPA, the meeting was adjourned at 11:06am.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a City Commission Visioning Workshop on Tuesday, January 28, 2020 at 8:00 am at the Fernandina Beach Municipal Golf Course Clubhouse. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. 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.

5. 2019 REVIEW: City Manager Dale L. Martin provided an overview of the 2019 visioning meeting highlighting the goals: tree canopy increases by 5% over the next five years, best flood rating within three years (February 2020), no environmentally sensitive land loss, build a dune system within ten years (2029), buy land for conservation according to plan in next six months (July 2019), put “conserve 30 acres” to a bond referendum by February 2020, make south basin operational by June 1, northern attenuator (with fuel) operational by October 19, create a Front Street/Second Street plan within one year (February 2020), complete waterfront park within two years (February 2021), support Habitat Nassau’s affordable housing initiative, earn “ADA Most Compliant City in FL” awarded by Justice Department. Commissioners reaffirmed the following strategic goals set last year: improving the Amelia River front, including the addition of a park; improving conservation efforts; and enhancing shoreline resiliency. ***The consensus of the City Commission was to complete a tree canopy study.***

6. WATERFRONT PRESENTATION / DISCUSSION: Marquis, Latimer and Halback President + Principal Jeremy Marquis, Senior Associate Elijah George and Associate Andrew Castanheira, in conjunction with Passero Associates Vice President Andrew Holesko and Ayres Associates Project Manager Jeffrey Siewert presented waterfront concepts. The Commission achieved consensus on several key points: maintaining 2-way traffic on Ash, Front and Alachua Streets, adding angled parking to both sides of Front Street to provide an equal or greater number of parking spaces than currently provided for in existing lots that would be eliminated, providing for eight petanque courts, a lawn area and a band shell at the south end of the proposed waterfront park (between the boat ramp and the southern boundary of the city-owned property), including a drop off point for the Marina users at the foot of Centre Street, moving and elevating the Veterans Monument slightly west of its current location, incorporating a radial pattern design into the central portion of the proposed park along with an interactive play area, using bulkheads and living shoreline elements to protect the downtown shoreline to a sea level elevation of nine feet, representing the 100-year flood line and assigning a dedicated project manager to oversee all the operations related to improving the waterfront and adding the park. ***The consensus of the City Commission was to accept proposed waterfront design E.***

Design E concepts will be reviewed for input by Fernandina Beach Main Street, the Historic District Council, the Marina Advisory Board, and the Parks and Recreation Advisory Committee in February before being presented for public input in March. City Manager Dale Martin estimated that the final concept will return to the Commission for consideration in early April.

7. LUNCH BREAK: The City Commission recessed for lunch at 11:30 a.m. and reconvened at 12:58 p.m.

8.1 CAPITAL IMPROVEMENT PLANNING: City Manager Martin presented the Capital Improvement Plan (CIP) including fiscal year 2020 project status. Commissioners suggested that the City needed to get creative in seeking financial solutions to funding the waterfront improvement and Departments need to focus on maintaining and repairing what the City already owns, as opposed to building new and better.

Commissioner Ross expressed that much of the waterfront cost could be defrayed via dedication of Impact Fees, grants and Florida Department of Transportation (FDOT) assistance. He suggested that certain projects, such as extending the Marina northward, needed to drop off the list. Noting the City debt on the Marina exceeds its assessed value, he proposed either repurposing the Florida Inland Navigation District (FIND) matching grant that had been awarded to extend the Marina northward or returning the grant unused.

8.2 CONSERVATION: Commissioners reaffirmed their earlier decision to ask voters, via referendum in November 2020, to agree to a dedicated tax to purchase land for conservation. The half-mill tax that was adopted in the 2019-2020 budget to purchase conservation land expires at the end of the current Fiscal Year (September 30, 2020). An underlying concern is voters will be asked to approve bond referenda for the School Board and Nassau County as well. Commissioners expressed fears that if voters were asked to approve three separate tax increases, they might vote down all three. Because Nassau County is also proposing a bond to acquire land for conservation, ***Commissioners asked City Manager Dale Martin to approach Nassau County seeking an agreement that if their measure passed, they would guarantee a proportionate amount for conservation land within the City.*** Absent such an agreement, Commissioners discussed moving forward to seek voter approval for a land conservation acquisition bond at the same rate as the Greenway bond, which is set to expire in two years. The new bond would replace the Greenway bond and result in no increase in the rate of taxation while adding approximately \$400K to the land conservation fund.

8.3 CITIZEN ADVISORY BOARDS: Commissioners discussed the role of Advisory Boards and noted policy is made at the Commission level. ***The consensus of the City Commission was that all board terms would remain staggered (1, 2, or 3 years) and term expirations would coincide with the end of each calendar year in conjunction with City Commission Organizational Meetings.***

With respect to complaints from some board members that they do not have adequate information to discharge their duties, City Manager Dale Martin said it is the responsibility of the staff liaison to provide that. ***The consensus of the City Commission was to direct advisory boards to report to the City Commission on a quarterly basis highlighting the work of their committee, problems or need for guidance.***

14. ADJOURNMENT: There being no further business to come before the City Commission, the visioning workshop was adjourned at 3:19 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-24
Facilities Use Agreement - Bonhams and Butterfields Auctioneer Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-24

SYNOPSIS: Closely related to the annual Concours d'Elegance, Bonhams, a leading international auction house, has announced its return to Fernandina Beach again this year. Bonhams will conduct its automobile auction on the grounds of the Fernandina Beach Golf Course in the days prior to the Concours d'Elegance. The fee for use of Airport property has been reduced from \$10,000 last year to \$8,000 within the attached agreement. The addition of Russo and Steele to the auction space on Airport property last year identified a need to share some parking within the space afforded to Bonhams for parking, and this fee has been adjusted through discussions with both auction agencies to ensure that patrons have more convenient parking for both auction events.

The Bonhams Amelia Island Auction on the City's Golf Course has both an aeronautical as well as a non-aeronautical impact upon the City of Fernandina Beach Municipal Airport, located on the opposite side of the Amelia Island Parkway. The increasing number of aircraft coming to Fernandina Beach for the series of March events necessitates additional aircraft parking areas, for which purpose Runway 9/27 can serve (in addition to abandoned Runway 18/36 and available ramp space).

With the closure of Runway 9/27 for aircraft parking, the unimproved areas at the east end of the runway can serve for additional automobile parking and the temporary auction facilities can be erected on the grounds of the Fernandina Beach Golf Course, in close proximity to the aircraft and automobile parking areas. Based upon the proposed March events schedules, it is anticipated that Runway 9/27 will be tentatively closed from February 24 through March 11, 2020 (same total closure timeframe as last year).

FISCAL IMPACT: The fee for use of the Airport under this Facilities Use Agreement is \$8,000, to be deposited into Airport Other Revenue Account, 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-24.

Nicole Bednar, Administrative Services Manager	2/5/2020
Dale L. Martin, City Manager	2/6/2020
Pauline Testagrose, Comptroller	2/6/2020
Tammi E. Bach, City Attorney	2/7/2020

Date: January 16, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE USE OF AIRPORT PROPERTY BY BONHAMS AND BUTTERFIELDS AUCTIONEER CORPORATION IN CONJUNCTION WITH ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENT IN MARCH, 2020; APPROVING THE FACILITIES USE AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bonhams Auction wishes to return to the City of Fernandina Beach to conduct an event in conjunction with the annual Amelia Island Concours d'Elegance in 2020; and

WHEREAS, Bonhams & Butterfields Auctioneer Corporation will pay \$8,000.00 for the use of Airport property for parking on March 4 and 5, 2020; and

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

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

SECTION 1. The City Commission hereby approves the use of Airport property for parking for the Bonhams Auction event to be held on March 4 and 5, 2020, along with the Facilities Use Agreement, attached hereto as "Exhibit A."

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Facilities Use Agreement upon review and approval of the City Attorney.

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

ADOPTED this 18th day of February, 2020.

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 OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 18th day of February, 2020, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and **Bonhams & Butterfields Auctioneer Corporation** whose address is **580 Madison Avenue, New York, New York 10022** (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY to **park vehicles on airport property within the parking area at the approach end of Runway 27 on March 4 and 5, 2020.**

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of parking vehicles within the prescribed area east of the approach end of Runway 27.
2. USER will set up and use the FACILITY on a continuous basis during this period on the grass area east of the approach end of Runway 27 as shown on sketch at Exhibit 1.
3. USER shall pay CITY the sum of **\$8,000.00** for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against

ECO 1/7/20

the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

6. The addresses for giving notices are as follows:

USER: Bonhams & Butterfields Auctioneer Corp
580 Madison Avenue
New York, New York 10022
ATTN: CHRISTI OSBORNE

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

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

USER: **Bonhams & Butterfields Auctioneer Corp**
580 Madison Avenue
New York, New York 10022

CITY OF FERNANDINA BEACH

By: Christi Osborne
Christi Osborne
Its: Vice President of Operations

By: _____
Dale L. Martin
Its: City Manager

By: _____
Caroline Best
Its: City Clerk

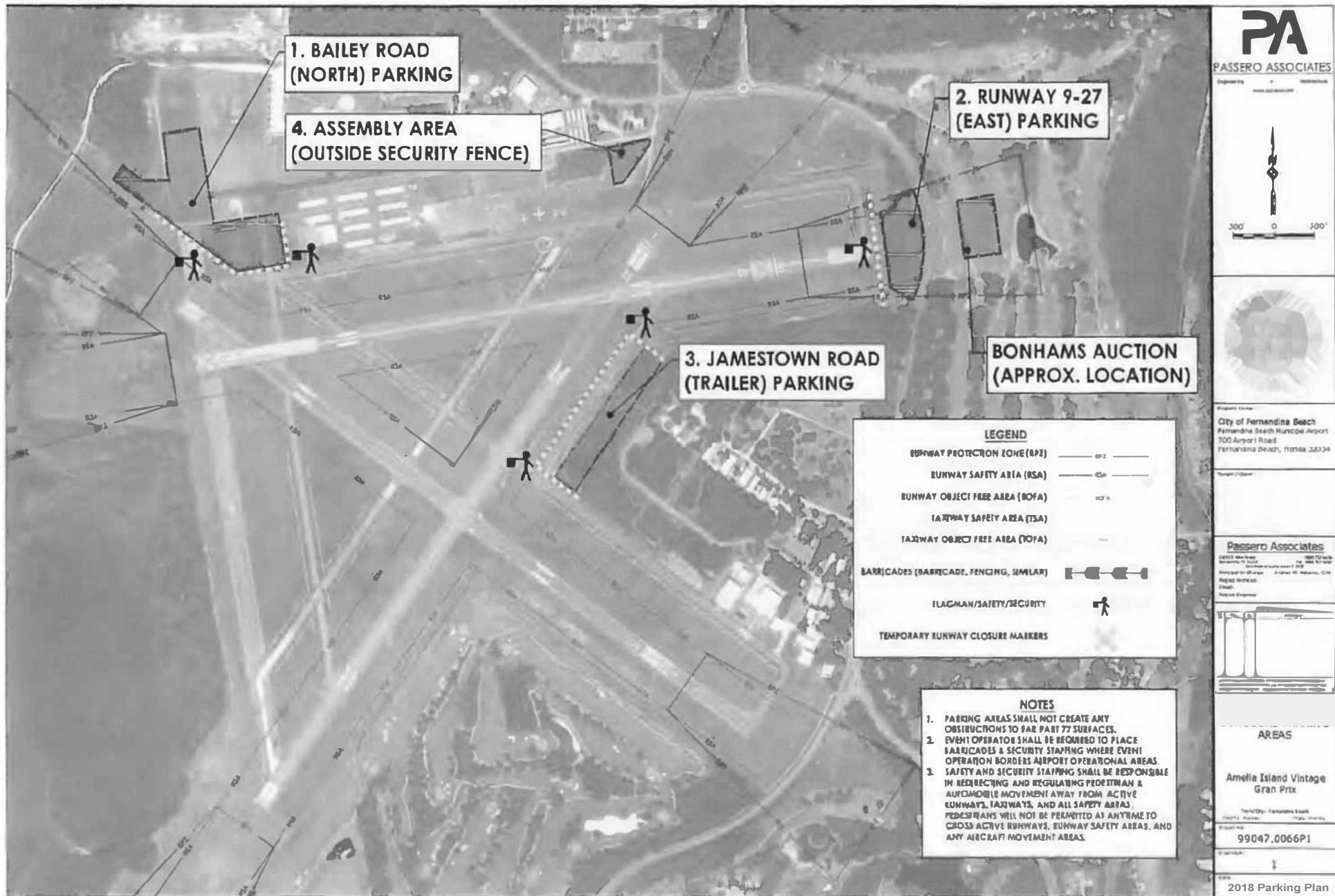
WITNESS:

Print Name: Mark Osborne

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
Its: City Attorney

Exhibit "1"





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
12/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. fka Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
INSURED Bonhams & Butterfields Auctioneers Corporation 220 San Bruno Avenue San Francisco, CA 94103	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Liberty Mutual Insurance Company	23043
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: W15003323****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		OGL 625701689	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							Host Liquor \$ 2,000,000
B	AUTOMOBILE LIABILITY	Y		AS2-Z91-470008-010	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC2-Z91-470008-020	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Event Date: Feb 24 to March 13, 2020

City of Fernandina Beach is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

City of Fernandina Beach 204 Ash St. Fernandina Beach, FL 32034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mark Keame</i>

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ACORD 25 (2016/03)

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SR ID: 19032819

BATCH: 1506303

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-25
Award Bid #19-26 - RC Development Group, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-25

SYNOPSIS: The City of Fernandina Beach solicited bids from vendors for rehabilitation of the Airport's fuel farm under Bid# 19-26. Two bid submittals were received and opened on November 26, 2019. After review of bid submittals, RC Development Group, Inc. is the apparent low bidder. As outlined within the recommendation of award letter included with this agenda item, staff recommends award of the base bid, bid additive 3, and a value engineering modification to increase the size of the base-bid 12,000 gallon JET tank to 15,000 gallons (additional cost of \$12,420), totaling \$453,508.84.

The current total FDOT grant is \$400,000 (with a 20% match requirement). The total projected cost for this project, following receipt of bids, is \$531,966.84 broken out as follows:

-	Design:	\$40,000.00
-	Construction:	\$453,508.84
-	Construction Admin/Inspection:	\$38,458.00

After discussion with FDOT, additional grant funds can be transferred from a future project to cover the additional cost over existing grant budget for this project. Staff recommends increasing the total grant amount for this project by \$131,966.84 (\$105,573.47 in FDOT funds) by shifting grant funds from the upcoming T-Hangar construction project to complete the fuel farm rehabilitation project. Staff has reviewed a project budget for the T-Hangar project with the AAC and this transfer of funds is not expected to impact the ability to complete the T-Hangar project. Approval of this Resolution would also grant staff approval to transfer FDOT grant funds as described above.

FISCAL IMPACT: The timing of other improvements projects at the Airport will shift expenses to the subsequent fiscal year; sufficient funds for this project are available within 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 2020-25.

Nicole Bednar, Administrative Services Manager	2/5/2020
Dale L. Martin, City Manager	2/6/2020
Pauline Testagrose, Comptroller	2/7/2020
Tammi E. Bach, City Attorney	2/10/2020

Date: January 21, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDBING BID #19-26 TO RC DEVELOPMENT GROUP, INC. IN THE AMOUNT OF \$453,508.84 FOR THE REHABILITATION OF THE AIRPORT FUEL FARM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fernandina Beach Municipal Airport owns the fuel farm and fuel tanks at the Fernandina Beach Municipal Airport, and this fuel farm is maintained and operated under a lease agreement with the Airport Fixed Base Operator; and

WHEREAS, the City of Fernandina Beach released Invitation to Bid (ITB) #19-26 for a project to rehabilitate the Airport fuel farm; and

WHEREAS, two bid submittals were received. Staff recommends awarding Bid #19-26 to the apparent low bidder, RC Development Group, Inc. of the base bid, bid additive 3, and a value engineering modification to increase the size of the JET tank from 12,200 gallons to 15,000 gallons resulting in a total award and construction amount of \$453,508.84; and

WHEREAS, the Airport has sufficient funds in the Airport Improvements account, 420 56300, available to support completion of this project, and, pending approval of the City Commission, can transfer additional FDOT grant funds to cover total project cost for the fuel farm rehabilitation.

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

SECTION 1. The City Commission hereby awards the base bid, bid additive 3, and value engineering modification (outlined above) under Bid # 19-26 to RC Development Group, Inc. in the amount of \$453,508.84.

SECTION 2. The City Manager is authorized to request transfer of additional FDOT grant funds to provide for a total project grant allocation of \$531,966.84 with a 20% grant match requirement from the Airport Fund.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this bid, upon review and approval of the City Attorney.

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

ADOPTED this 18th day of February, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

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

Tammi E. Bach
City Attorney

BID DOCUMENTS

FOR

CITY OF FERNANDINA BEACH



FERNANDINA BEACH MUNICIPAL AIRPORT

Above Ground Aviation Fuel Farm Improvements

FDOT PROJECT FIN: 438035-1-94-19

CITY ITB#: 19-26

PREPARED BY:



**PASSERO ASSOCIATES, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095**

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FAA ADVISORY CIRCULAR NO: 150/5370-24G Operational Safety on Airports During Construction

TECHNICAL SPECIFICATIONS

Item Number	Description
C-101	Maintenance of Traffic
C-105	Mobilization
P-610	Structural Portland Cement Concrete
T-901	Seeding
260500	Electrical General
260526	Grounding

335643 Above Ground Aviation Fuel Farm Improvements
 & Self Served Dispensing System

PLANS

Drawing Number	Title
0	Cover Sheet
1	Safety, Security & General Notes
2	General Plan
3	Demolition Plan
4	Improvements Plan
5	Canopy Details (Bid Additive 2) (Bollard Details)
6	Jet-A Fueling System
7	AV-Gas Fueling System
8	AV-Gas Fueling Cabinet System
E0.1	Electrical Notes and Riser Diagram
E1.1	Fuel Farm Improvements

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Advertisement for Bids
City of Fernandina Beach
Fernandina Beach Municipal Airport
Above Ground Aviation Fuel Farm Improvements

FDOT Project FIN: 438035-1-94-19
City ITB#: 19-26

NOTICE IS HEREBY GIVEN that the **City of Fernandina Beach** will receive sealed bids at the **City Clerk's Office, City Hall, 204 Ash Street, Fernandina Beach, FL**, until **2:00 p.m., NOVEMBER 26, 2019**, and will open the submitted bids in the Commission Chambers, immediately following the submittal closing time.

Above Ground Aviation Fuel Farm Improvements:

Base Bid: Provide all demolition required to receive new work and to bring up to current codes. New work to include all items required for a complete, fully working system that meets all required codes. Provide new 12,000-gallon Jet-A fuel tank with manifold connections and new 12,000-gallon AV-Gas fuel tank with fueling cabinet system, including but not limited to (2) new fuel recovery units, (2) new bollards, upgrades to electrical system and fuel piping system, new portable self-contained eye wash station and relocation of existing QT Pod M4000.

Bid Additive 1: Provide an additional new 10,000-gallon satellite/daughter Jet-A fuel tank with fuel recovery unit including electrical and fuel piping.

Bid Additive Alternate 1A: Provide an additional new 12,000-gallon satellite/daughter Jet-A fuel tank with fuel recovery unit including electrical and fuel piping. Also provide access thru fuel farm retaining wall (2 locations).

Bid Additive 2: Provide clear anodized aluminum canopy with LED light fixture. (Provide credit for (2) bollards not required from Base Bid if awarded.)

Bid Additive 3: Provide at fuel farm electrical panel a generator hook-up for ground power unit/mobile generator with generator quick connect and manual transfer switch.

A complete Bid Document set, including project drawings and technical specifications, will be available on October 31, 2019, and may be obtained from **Passero Associates, LLC** at www.passero.com under the 'BID' tab for a ***non-refundable*** fee of **\$50.00**. The Complete Bid Document will also be available from the following sources:

Plan Room of Construction Bulletin/Construction Journal, Jacksonville, FL; Mid-State Builders Exchange, Ocala, FL; Dodge Data & Analytics, Jacksonville, FL; iSqFT Plan room, Orlando FL; DataFax.net, Pelham, AL; Builders Exchange Plan Rooms, Daytona & Tampa, FL; Construction Market Data, Norcross, GA.

A **Mandatory** Pre-bid Conference for this project will be held at **2:00 PM, EST, on NOVEMBER 14, 2019** at the ***Airport Terminal Conference Room, 700 Airport Road, Fernandina Beach, FL.***

Bid Summary Schedule:

Advertisement	Bid Document Available	Mandatory Pre-Bid	Last Day for Questions	Addendum Issued	Bid Opening
10/30/19	10/31/19	11/14/19	11/15/19	N/A	11/26/19

End of Section

INSTRUCTIONS TO BIDDERS
City of Fernandina Beach
Fernandina Beach Municipal Airport
Above Ground Aviation Fuel Farm Improvements

FDOT FIN: 438035-1-94-19

City ITB#: 19-26

Owner and Owner's Representative

The Owner, as stated herein, refers to the **City of Fernandina Beach**.

The Owner's authorized representative as stated herein refers to the Owner's Consultant, **Passero Associates, LLC, 4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095**, herein referred to as the Engineer or Representative.

Mandatory Pre-bid Conference

A **Mandatory Pre-bid Conference** for this project will be held at 2:00 PM, EST, on November 14, 2019, at the **Airport Conference Room, 700 Airport Road, Fernandina Beach, FL**.

Provisions

This project is subject to the following Federal provisions, statutes and regulations:

Foreign Trade Restriction – 49 CFR Part 30

The Bidder and Bidder's subcontractors, by submission of an offer and / or execution of a contract, is required to certify that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Contract Time

The Owner has established a contract performance time of **180 calendar** days from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the Contract Agreement and project Bid Synopsis/Bid Forms.

Bidder Representations

By submittal of a bid (bid), the BIDDER (Bidder) represents the following:

- The Bidder has read and thoroughly examined the project documents.
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

- The Bidder has fully informed themselves of the project site, the project site conditions and the surrounding area.
- The Bidder has familiarized themselves of the requirements of working on an operating airport and understands the site conditions that may in any manner affect cost, progress or performance of the work.
- The Bidder has correlated their observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the Owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated bid documents.

Bid Document / Contract Document

The Bid Document is comprised of the following: Advertisement for Bids, Instructions to Bidders, General Provisions, Supplemental Provisions, Technical Specifications, Project Drawings, Bid Forms, Bid Bond Form, Form of Contract Agreement and related forms, any Addenda issued by the Owner's authorized Representative, and any document(s) incorporated in whole or in part by reference therein.

The Bid Document shall also be referred to as the Contract Document. No part of the Contract Document may be removed or substituted by anyone other than the Owner's Engineer / Representative.

All documents comprising the Contract Document are complementary to one another and together establish the complete terms, conditions and obligations of the successful Bidder.

Prospective Bidders may obtain a copy of the Contract Document from the sources published in the Advertisement for Bids.

Modifications to Contract Document

Modifications to the Contract Document may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's Representative shall not be binding. Addenda will be transmitted to the Plan Rooms specified in the Owner's Advertisement for Bids and will be posted on the Representative's website, www.passero.com, under its 'Bid' Tab.

Each Bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued Addenda.

Errors and Discrepancies in Project Documents

Should Bidder find an error, discrepancy, ambiguity or omission in the Contract Document prior to submittal of a bid, the Bidder is obligated to contact the Owner's Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission.

Corrections or modifications to the Contract Document will only be made by written addendum as prescribed herein.

By submittal of a bid, Bidder represents that they have thoroughly reviewed the Contract Document and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

Clarifications and Interpretations

A Bidder requiring a clarification or interpretation of the Contract Document shall make a written request to the Owner's Engineer. The Owner's Engineer must receive the written request a minimum of ten (10) calendar days prior to the date of the bid opening.

Interpretations of Estimated Bid Quantities

An estimate of quantities of work to be accomplished and materials to be furnished under these specifications are stated within the Contract Document. Those estimates are the Engineer's opinion of probable quantities and are given only as a basis for comparison of bids and the award of contract. The Owner and Engineer do not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities.

The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled "Alteration of Work and Quantities" of the General Provisions without in any way invalidating the unit bid prices.

Examination of Plans, Specifications and Site Conditions

As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the bid, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Boring logs and other records of subsurface investigations and tests, as appropriate may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the project drawings, specifications or otherwise made available to the Bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that Bidder is solely responsible for all assumptions, deductions, or conclusions which he or she may make from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

Issuance of Bid Forms

The Owner reserves the right to refuse to accept a bid from a prospective Bidder should the Bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited or otherwise included, in the bid as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the bid to a prospective Bidder.
- c. Contractor default under previous contracts with the Owner.
- d. Unsatisfactory work on previous contracts with the Owner.

Form of Bid

All bids shall be made on the forms provided by the Owner within the Contract Document. Bidders must supply all required information prior to the time of bid opening. No Bidder may submit more than one bid. All bids are to be written in ink and shall be clearly legible. All blank spaces in the bid forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the bid form by the Bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the written value will take precedence.

Signature of Bid

The bid shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified, and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the bid shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Owner as an attachment to the bid.

Modification or Withdrawal of Bid

Bidder may modify or withdraw their bid at any point up to the specified time and date identified for receipt of bids. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of bids will be returned unopened to the sender.

Any modification to a Bid, subject to the time constraint noted herein, must be made on the bid forms contained in the Contract Document. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Bid" shall be legibly marked in the upper left hand corner.

Withdrawal of a bid may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

Bid Guaranty

Each bid must be accompanied by a Bid Guaranty in the amount of five percent (5%) of the total amount of the bid. The Bid Guaranty may be by bid bond or certified check made payable to the Owner. The bid bond shall be from a responsible surety qualified to conduct business within the State of **FLORIDA**. A certified check shall be issued from a responsible and solvent bank or trust company.

Bidder Qualifications

Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. To be determined responsible, a prospective contractor must:

- Have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations;
- Have satisfactorily completed at least three similar projects on an airport currently under state and federal jurisdiction.

Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.

Evidence of financial responsibility shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports.

Additive/Alternate Bids

Bidder shall complete all blanks provided on the bid forms. When so permitted by the Owner, the Bidder shall legibly write the statement "No Bid" for those additive/alternate bids options that the Bidder elects not to submit a bid.

Submission of Bid

An original and two (2) copies of the bid, and one electronic copy, shall be sent to arrive at the specified time and date for receipt of bids. Bids received after the specified time will not receive consideration. Award of the Bid is subject to funds in the budget for 2019-2020. Bids shall be enclosed in a sealed opaque envelope and addressed to:

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

The upper left hand corner of the envelope shall be marked as follows:

Sealed Bid

Bid of: [Insert Name of Contractor/Bidder]

For: Above Ground Aviation Fuel Farm Improvements

At: Fernandina Beach Municipal Airport

FDOT FIN: 438035-1-94-19

City ITB#: 19-26

To be opened at: 2:00 p.m., November 26, 2019

For a modification to a previously submitted bid, insert "Modification to Bid" in place of "Sealed Bid."

Bid Opening

All bids submitted prior to the stated time and date for receipt of bids will be publicly opened by the Owner or the Owner's Representative. Bidders, their authorized agents, and other interested parties are invited to

attend. Bids submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

Evaluation of Bids

Bids may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed **90** calendar days from the stated date for receipt of bids. The Owner will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their bid for the duration of this period of review and evaluation. The Bid Guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

Bid Informalities and Irregularities

The Owner reserves the right to waive any informality or irregularity discovered in any bid, which in the Owner's judgment best serves the Owner's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

Irregular Bids

Bids meeting the following criteria are subject to consideration as being irregular:

1. If the bid is on a form other than that furnished by the Owner or Owner's Representative.
2. If the form furnished by the Owner or Owner's Representative is altered or detached from the original document.
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the bid incomplete, indefinite, or otherwise ambiguous.
4. If the bid does not contain a unit price for each pay item listed in the bid, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
5. If the bid contains unit prices that are obviously unbalanced.
6. If the bid is not accompanied by the Bid Guaranty specified herein.

Disqualification of Bids

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of bids include but are not limited to:

- Submittal of an irregular bid;
- Submittal of more than one bid from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory Bid Guaranty;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their bid;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration; and
- Evidence of collusion among Bidders.

Cancellation of Award

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the Bid Guaranty, at any time prior to execution of the contract.

Notice of Award of Contract

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible Bidder that submits the lowest responsive bid. The successful Bidder will be informed their bid has been accepted through the Owner's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

Prospective Bidders are hereby advised that award of contract is contingent upon the Owner receiving applicable State funding assistance.

Award of Additives/Alternates

Unless specifically stated, the Owner reserves the right to accept additives/alternates in any order or combination which, in the judgment of the Owner, best serves the Owner's interest.

Return of Bid Guaranty

The Bid Guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the Bid Guaranty. The Bid Guaranty of the second and third lowest responsible Bidders will be retained for a period of **ten (10)** days pending the execution of the contract documents by the successful Bidder.

Except as noted above, the Bid Guaranty of unsuccessful Bidders will be returned at the point their bid is rejected.

Contract Agreement

The successful Bidder shall execute the contract agreement in accordance with the accepted bid within **thirty (30)** days of the date of the Notice-of-Award. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low Bidder and shall result in the forfeiture of the Bidder's Bid Guaranty as a liquidated damage.

Performance and Payment Bonds

The successful Bidder shall furnish **separate** Performance and Payment Bonds each in the amount of 100% of the contract price. The Bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the Bonds shall be that provided within the Contract Document. The current Power of Attorney for the person signing the Bonds as a representative of the surety shall be attached to the Bonds.

The executed Bonds shall be delivered to the Owner within fifteen (15) calendar days from the date of contract execution. Bonds should not be executed prior to execution of the contract agreement. The Bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

Certificates of Insurance

The successful Bidder shall furnish to the Owner all required Certificates of Insurance as specified with the Project Manual. Certificate of Insurance shall be accompanied by the separate Endorsement page showing the **City of Fernandina Beach** as Additional Insured, no exceptions. Also, on the commercial auto liability, the Bidder/Contractor/Vendor must include “any auto” on the Certificate of Insurance. “Description of Operations” box on the Certificate of Insurance shall read “The Certificate Holder is named as additional insured on the General Liability, Auto Liability and Umbrella Liability Policies with respect to the work being performed by the Insured on the **Above Ground Aviation Fuel Farm Improvements project under City ITB#19-26.** Certificate of Insurance shall name the **City of Fernandina Beach as Certificate Holder.** The Certificate of Insurance shall provide thirty (30) days written notice to the Certificate Holder prior to cancellation or modification of coverage.

Approval of the Contract

Upon receipt of the Contract Agreement, Performance and Payment Bonds, and Certificate of Insurance as executed by the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner’s judgment that it remains in their best interest to enter into the Agreement.

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner’s approval to be bound by the successful Bidder and all terms and conditions of the Contract Agreement and Contract Document.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to “Bidder” in the Contract Document become equivalent to the term “Contractor”.

END OF SECTION

BID FORMS
FDOT Project FIN: **438035-1-94-19**
City ITB#: **19-26**

TO: City of Fernandina Beach, FL

The undersigned, in compliance with the request for bids for construction of the following Projects:

ABOVE GROUND AVIATION FUEL FARM IMPROVEMENTS

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the Contract Documents, including Project drawings and issued Addenda, within the specified time of performance for the prices shown on the bid forms included in this Proposal Section.

REQUIRED LANGUAGE IN CONTRACT PROPOSAL

Previous Contracts: Section 60.1.7(b) of the Regulations of the Secretary of Labor requires each Bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a Bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114 or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other prior specified by the Director, OFCCP.

Bid Form. To effectuate the foregoing requirements, the Owner/Sponsor is required to include in the bid form a statement substantially as follows:

The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has ☐ participated in a previous Contract subject to the Equal Opportunity clause prescribed by Executive Order 10925, or Executive Order 11114 or Executive Order 11246.

The Bidder has ☐ submitted all compliance reports in connection with any such Contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontracts.

If the Bidder has participated in a previous Contract subject to the Equal Opportunity clause and has not submitted compliance reports under applicable filing requirements, the Bidder shall submit a compliance report on standard Form 100, "Employee Information Report EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished employees annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
Post Office box 2236
Norfolk, VA 20501

Bid will be as per the attached Bid Forms.

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a bid, the BIDDER acknowledges and accepts that the quantities established by the OWNER are the Engineer's opinion of probable quantities required to fully complete the Project and are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantity."
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders as the Contract Document and establish the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this bid, the undersigned encloses a Bid Guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the Bid Guaranty to the Owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Bids for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 90 calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award, and furthermore, provide executed Payment and Performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the Bid Guaranty to the Owner as a liquidated damage.
- g. Time of Performance: By submittal of this bid, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within one hundred eighty (180) Calendar/Workdays from the commencement date specified in the Notice-to-Proceed as prescribed within the Contract Agreement and Project Bid Synopsis/Bid Forms.
- h. The undersigned acknowledges and accepts that for each and every Calendar/Working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$500.00 per Calendar/Working day as a liquidated damage to the OWNER.
- i. By submitting this Bid and executing the same, the Bidder hereby affirms that he is aware of the provisions of the Florida Statutes under Section 287.133(3)(a) dealing with the Public Entity Crimes (a copy of which is included and executed by the Bidder). The Bidder further affirms that he will adhere to such laws and instruct and require all agents, employees and sub-contractors to do the same. The Bidder further affirms that he is aware that any violation of these rules subjects this agreement to revocation, his removal from bid lists, prohibiting future contract or subcontract work, revocation of permits and prosecution.
- j. By submitting this Bid the Bidder acknowledges that the successful Bidder 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 all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.
- k. By submitting this Bid the Bidder acknowledges that the Owner reserves the right to implement a sales tax savings program with respect to the Project, as described in Special Provisions, 60-09, and as commonly referred to as Owner Direct Purchase of materials.

REPRESENTATIONS BY BIDDER

By submittal of a bid, the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this bid are named herein and that this bid is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this bid.
- b. **Trade Restriction Certification: (49 CFR Part 30)**
The Bidder, by submission of an offer certifies that it:
 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- c. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29)**
The Bidder certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.
- d. **Drug Free Workplace Certification: (FL Statutes Section 287.07)**
Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. The Bidder must complete the attached Drug Free Workplace Certification.
- e. **Sworn Statement on Public Entity Crimes: (FL Statute 287.133(3)(a))** Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business any public entity in excess of

the threshold amount provided in Section 287.017, for CATEGORY TWO of the Florida Statutes for a period of 36 months from the date of being placed on the convicted vendor list. The Bidder must complete the attached Sworn Statement under Section 287.133(3)(a) Florida Statutes, on Public Entity Crimes.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of (check one): ☐ Certified Check ☐ Bid Bond
 - a. Bid Bond form and Bid Bond Affidavit form if Bid Guaranty is in the form of a bid bond.
2. Completed Non-Collusion Affidavit.
3. Completed and signed Instruction to Bidders form.
4. Completed and signed W-9.
5. Completed Drug Free Work Place Certification.
6. Completed Public Entity Crimes Form.
7. Completed Insurance Forms.
8. Completed Subcontractors and Suppliers form.
9. Completed Addenda Receipt form.
10. Completed Contractor's Certification of Eligibility form.
11. Completed E-Verify Statement form.
12. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders. Completed Statement of Bidder's Qualifications form.
13. Completed Bid Opening Checklist form.

[SIGNATURE PAGES FOLLOW THIS PAGE]

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____

(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____

(Authorized Signature)

(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: _____

By: _____

(Authorized Signature)

(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

(CORPORATE SEAL)

Telephone Number: _____

ATTEST:

By: _____

(Authorized Signature)

Name and Title: _____

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

PROJECT BID SYNOPSIS/BID FORMS

The contractor shall be responsible to secure all permits including associated fees. Anticipated construction schedule is to award project prior to the end of the year (2019) in order to allow for lead times and have construction of fuel farm occur within the month of June 2020 during the FBO's slower month. Project should be complete by July 1, 2020. The existing fuel farm improvements at the Fernandina Beach Municipal Airport shall consist of the following:

BASE BID DESCRIPTION

Demolition Work – Will include all demolition required to bring the existing fuel farm up to all required current codes including preparing all elements to receive new work. Demolition will be required but not be limited to the following:

- Removal of 12,000-gallon Jet-A tank, fuel sump recovery unit, and all associated piping, conduit/wiring to electrical panel.
- Removal of 12,000-gallon AV-Gas tank, fuel sump recovery unit, dispenser, hose reel, grounding reel, and all associated piping, conduit/wiring to electrical panel.
- Temporarily removal of QT Pod M4000 to be stored securely and protected until relocation. All associated conduit/wiring to be removed to the electrical panel and AV-Gas equipment.
- Remove electric panel with breakers, photocell, and emergency shut-off including wood post support and prepare for new NEC compliant electrical back.
- Temporarily removal of ACME transformer box, pump alarm box and control panel box to be stored securely and protected until relocation. Remove wood post supports and provide for new NEC compliant electrical rack.
- Removal of existing tanks including all associated equipment shall be the responsibility of the contractor for all decommission procedures and permit closeout etc.

NOTE: Contractor can utilize salvage value of the existing tanks and associated pumps/equipment, sump recovery unit, dispenser and (2) reels in order to be able to lower the Base Bid.

New Work – Contractor will include all items required for fully working and complete system that meets all required current codes including but not limited to the following:

- Jet-A Fueling System 12,000-gallon above ground tank, double wall UL 142 flame shield with manifold connections, box skid supports and canopy/equipment deck area including fuel recovery unit.
- AV-Gas Fueling System 12,000-gallon above ground tank, double wall UL 142 flame shield with box skid supports and canopy/equipment deck area including required piping to AV-Gas dispenser and fuel recovery unit.
- AV-Gas Fueling Cabinet System including extending existing concrete housekeeping pad as required to install cabinet per manufacture requirements.
- Relocate existing QT Pod M4000 to be placed on a concrete housekeeping pad with the QT Pod M4000 orientation changed ° to face North.
- Provide (2) 6" diameter bollard painted yellow to protect cabinet and QT Pod.
- Upgrade electrical and fuel piping to meet required codes. Upgrade/replace electrical and conduits use for fuel tanks including fueling systems. Upgrade/replace existing electric panel with photocell and emergency shut-off including removal of wood post supports for metal rack per plans/specs. Existing electrical and conduits for existing exterior lighting to remain, replace rusted fittings. Existing ACME Transformer Box, Pump Alarm Box and Control Panel Box to be removed from existing wood supports and placed onto an NEC compliant electrical rack including new electric panel with breakers and photocell including emergency shut-off and signage.
- Provide Guardian equipment or "equal" portable, self-contained eyewash station with 16-gallon capacity attached to existing fence pole including required signage.

- Existing fire extinguisher to be relocated as required and as directed by authority having jurisdiction.

BASE BID TOTAL:

In Words:	
In Numbers:	

BID ADDITIVE 1 DESCRIPTION:

Jet-A Fueling System 10,000-gallon above ground satellite/daughter tank, double wall UL 142 flame shield with box skid supports and manifold piping.

BID ADDITIVE #1 TOTAL:

In Words:	
In Numbers:	

BID ADDITIVE ALTERNANT 1A DESCRIPTION:

Jet-A Fueling System 12,000-gallon above ground satellite/daughter tank, double wall UL 142 flame shield with box skid supports and manifold piping.

BID ADDITIVE ALTERNATE 1A TOTAL:

In Words:	
In Numbers:	

BID ADDITIVE 2 DESCRIPTION:

Contractor to provide clear anodized 6063-T6 aluminum canopy with (2) concrete column foundations and (2) concrete column foundations/bollards painted yellow including Vandal/ weatherproof 4ft LED exterior surface mounted light fixture with photocell and conduit/wiring to electrical panel. Canopy to meet FBC 2017 Risk Category II Structure wind speed of 130mph exposure Category "D". Contractor to provide credit in this Bid Additive 2 for (2) new bollards which will not be required under the Base Bid since canopy will be constructed with column foundation/bollards.

BID ADDITIVE 2 TOTAL:

In Words:	
In Numbers:	

BID ADDITIVE 3 DESCRIPTION:

Contractor to provide at the fuel farm electrical panel a generator hook-up for ground power unit/mobile generator with generator quick connect and manual transfer switch including extending NEC compliant electrical rack.

BID ADDITIVE 3 TOTAL:

In Words:	
In Numbers:	

BID SUMMARY

BID	BID PRICE (TOTAL)
BASE BID Fuel Farm Demolition and New Work	(FROM BID FORMS, PG. PF 8)
<i>WILL BE AWARDED</i>	
BID ADDITIVE 1- Jet-A Fueling System 10,000-gallon Satellite/Daughter Tank	(FROM BID FORMS, PG. PF 8)
<i>WILL BE AWARDED IF FUNDS AVAILABLE AND BID ADDITIVE ALTERNATIVE 1A IS TO EXPENSIVE</i>	
BID ADDITIVE ALTERNATIVE 1A - Jet-A Fueling System 12,000-gallon Satellite/Daughter Tank	(FROM BID FORMS, PG. PF 8)
<i>WILL BE AWARDED IF FUNDS AVIALABLE</i>	
BID ADDITIVE 2- Clear Anodized Aluminum Canopy	(FROM BID FORMS, PG. PF 9)
<i>MAY BE AWARDED IF FUNDS ARE AVAILABLE AFTER AWARD OF BASE BID AND EITHER BID ADDITIVE 1 OR BID ADDITIVE ALTERNATE 1A</i>	
BID ADDITIVE 3- Generator Quick Connect and Manual Transfer Switch	(FROM BID FORMS, PG. PF 9)
<i>MAY BE AWARDED IF FUNDS ARE AVAILABLE AFTER AWARD OF BASE BID AND EITHER BID ADDITIVE 1 OR BID ADDITIVE ALTERNATE 1A</i>	
TOTAL SUM ALL BID COMPONENTS IN WORDS	(TOTAL SUM) \$
TOTAL SUM ALL BID COMPONENTS IN NUMBERS	(TOTAL SUM) \$

The owner reserves the right to accept additives/alternates in any order or combinations which, in the judgement of the owner, best serves the owners interest.

BID BOND

(NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED)

Know all men by these presents: That we, the undersigned _____

_____, as principal, and _____

_____, a corporate surety authorized under the laws of the State of Florida to do business in the State of Florida and authorized to write this type of bond through a resident agent of the corporation located in the State of Florida, as surety, are held and firmly bound unto the **City of Fernandina Beach** in the sum of _____ dollars (\$ _____), which equals five percent of the amount bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached bid of **Above Ground Aviation Fuel Farm Improvements** for the improvement of the **Fernandina Beach Municipal Airport** facilities stipulated in said bid in accordance with the Instruction to Bidders, the plans and specifications provided therefore, is accepted and the contract awarded to the above named bidder. The said principal shall within thirty (30) days after notice of said award enter into a contract in writing and furnish the required payment and performance bonds with surety, or sureties, to be approved by the **City of Fernandina Beach**, this obligation shall be void; otherwise, the same shall be in full force and virtue of law, and the full amount of this bid bond will be paid to the **City of Fernandina Beach**, as stipulated for liquidated damages.

Signed this _____ day of _____, 20 .

(Principal must indicate whether corporation,
partnership, company or individual)

_____ Principal

This person signing shall, in his own handwriting, sign the principal's name, and his title. Where the person signing for a corporation is other than the president or vice-president, he must by affidavit, show his authority to bind the corporation.

By: _____

Title: _____

Corporate Surety:

By: _____

BID BOND AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____

who, being duly sworn, deposes and says that he is a duly authorized (resident) (non-resident) insurance agent, properly licensed under the laws of the State of _____, and the State of Florida, to represent _____ of _____ a company authorized to make corporate surety bonds under the laws of the State of Florida. Said _____ further certifies that the premium on the said bond is _____, which will be paid in full direct to him as attorney-in-fact, and included in his regular accounts to the said _____, and that he will receive his regular commission of _____ percent as attorney-in-fact for the execution of said bond and that his commission will not be divided with anyone except as follows, _____ percent to _____, who is duly authorized resident insurance agent and properly licenses under the laws of the State of Florida.

Countersigned

Florida Resident Agent

Agent and Attorney-in-Fact

Acknowledgement for Attorney-in-Fact

Sworn to and subscribed before me this _____ day of _____, 20 .

My commission expires:

Notary Public

State of

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says that:

1. (S)He is _____ of _____, the Bidder that has submitted the attached Bid;
2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding 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 Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Fernandina Beach**, or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

(Signature)

(Title)

Subscribed and Sworn to before me of this ____ day of _____, 20__.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____
_____ County,

My Commission expires: _____

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS – Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Work Place, 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 contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an 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 THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

BIDDER'S SIGNATURE

SWORN STATEMENT UNDER SECTION 287.133(1)(g), FLORIDA STATUTES, ON PUBLIC ENTITY CRIME (1 of 2)

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 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 the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)
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(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(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 Section 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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** 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 Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

**SWORN STATEMENT UNDER SECTION 287.133(1)(g),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIME (2 of 2)**

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

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

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

(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public
My Commission expires:

INSURANCE (1 OF 3)

BIDDER'S PRESENT INSURANCE COVERAGE

INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

<u>General Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>
Bodily Injury, Personal Injury, Sickness, Disease or Death	\$ _____	\$ _____
Property Damage	\$ _____	\$ _____
BI & PD Combined	\$ _____	\$ _____
Does policy provide blanket broad form contractual liability coverage? (check one)	Yes _____ No _____	
Does policy provide coverage for completed operations? (check one)	Yes _____ No _____	
Does policy have standard collapse and underground hazards exclusions removed? (check one)	Yes _____ No _____	

<u>Automobile Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>
Bodily Injury (per person)	\$ _____	
Bodily Injury (per accident)	\$ _____	
Property Damage	\$ _____	
BI & PD Combined	\$ _____	

Does policy cover the following vehicles:

Owned? (check one)	Yes _____ No _____
Non-Owned? (check one)	Yes _____ No _____
Hired? (check one)	Yes _____ No _____

TYPE OF INSURANCE

<u>General Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>	<u>Extra Premium cost (if any)</u>
Bodily Injury, Personal Injury, Sickness, Disease or Death	\$1,000,000.00		\$ _____
Property Damage	\$1,000,000.00		\$ _____
BI & PD Combined	\$2,000,000.00		\$ _____
Policy must provide blanket broad form contractual liability coverage			\$ _____
Policy must provide coverage for completed operations	\$750,000.00	\$750,000.00	\$ _____
Policy must have standard collapse and underground hazards exclusions removed	\$500,000.00	\$500,000.00	\$ _____

<u>Automobile Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>	<u>Extra Premium Cost (if any)</u>
Bodily Injury (per person)	\$1,000,000.00		
Bodily Injury (per accident)	\$1,000,000.00		
Property Damage	\$1,000,000.00		

Policy must cover the following:

Owned vehicles	\$1,000,000.00	\$ _____
Non-Owned Vehicles	\$1,000,000.00	\$ _____
Hired Vehicles	\$1,000,000.00	\$ _____

INSURANCE (2 OF 3)

BIDDER'S PRESENT INSURANCE COVERAGE

TYPE OF INSURANCE

<u>Excess Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits <u>Aggregate</u>
Umbrella Form	\$ _____	\$ _____
Other than Umbrella Form	\$ _____	\$ _____

Does policy follow form with
primary general liability
coverage? (check one) Yes _____ No _____

Is there a deductible? (check one) Yes _____ No _____
If yes, how much? \$ _____

Is there a gap between primary
coverage and excess liability
coverage (other than the
deductible? (Check one) Yes _____ No _____
If yes, how much? \$ _____

Worker's Compensation Coverage Limits

Each Accident \$ _____

Disease Policy Limit \$ _____

Disease – Each Employee \$ _____

<u>Property Hazard Insurance:</u>	Coverage Limits Each Occurrence	Coverage Limits <u>Aggregate</u>
-----------------------------------	------------------------------------	-------------------------------------

Builder's Risk Yes _____ No _____

Miscellaneous Requirements:	Coverage Limits Each Occurrence	Coverage Limits Aggregate
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INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

<u>Excess Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits <u>Aggregate</u>	Extra Premium <u>cost</u> (if any)
Following-form Umbrella Policy			\$ _____

Is there a deductible? (check one) Yes _____ No _____
If yes, how much? \$ _____

<u>Worker's Compensation</u>	Coverage Limits Each Occurrence	
Must meet minimum requirements	Statutory Limits	\$ _____

Accident	Statutory Limits	
Disease	Statutory Limits	Statutory Limit

<u>Property Hazard Insurance:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate	Extras Premium Cost (if any)
Builder's Risk Policy	Must cover full amount of the contract price		\$ _____
Miscellaneous Requirements:	Coverage Limits Each Occurrence:	Coverage Limits Aggregate:	Extra Premium Cost (if any)

Companies Affording Coverage:
All insurance policies must be written by insurance carriers
duly authorized to do business in the State of Florida having a
A + VI rating or better by the most recent edition of the Best's
Key Rating Guide, Property-Casualty \$ _____

INSURANCE - (3 OF 3)

<u>Companies Affording Coverage</u>	Ratings of Companies Affording Coverage (According to most recent edition of Best's Key Rating Guide, Property Casualty)	All general liability and automobile liability insurance policies must name the City and Consultant as an additional insured.	\$ _____
Company A: _____	_____	The City shall be provided 30 days prior notice in the event of cancellation, restrictive amendment, or non-renewal of Contractor's insurance coverages. Notice of 10 days if policy is cancelled for non-payment of premium.	\$ _____
Company B: _____	_____		
Company C: _____	_____		
Company D: _____	_____	TOTAL ADDITIONAL ACTUAL PREMIUM COSTS	\$ _____

SUBCONTRACTORS AND SUPPLIERS

	SUBCONTRACTOR AND SUPPLIER NAME AND TITLE OF SIGNER	SIGNATURE AND DATE
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDENDA RECEIPT

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: _____ DATED: _____

ADDENDUM NO.: _____ DATED: _____

ADDENDUM NO.: _____ DATED: _____

(Firm or Corporation Making Bid)

(Signature of Authorized Person)

P. O. Address

Dated

The full names and residences of all persons interested in this bid as principals are as follows:

Bidders must fill out the above complete.

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder/offeror certifies, by submission, of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

That, the information above is true and complete to the best of my knowledge.

Name and Title (Please Print)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid Number: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions in this section must be answered. The data provided must be clear and comprehensive. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he / she desires in response to each question.

The City of Fernandina Beach reserves the right to reject any bid submittal that is not supported by documented qualifications and recent, relevant, successful project experience from the bidder, bidder's principal, bidder's project manager, bidder's construction superintendent or other related factor listed within this section.

1. Name of Bidder: _____

2. Permanent office address: _____

3. Years at permanent office address: _____

4. What is the general character of work performed by your company: _____

5. How many years has the firm been engaged in the business related to this project, under present firm or trade name?

6. Are you licensed to do business as a contractor in **the City of Fernandina Beach**, Florida for this project?

☐ YES ☐ No

7. Has your contractor's license been revoked at any time in the last five years?

☐ YES ☐ No

8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in-default or terminated (in any way) by the project owner within the last five years?

☐ YES ☐ No

9. At the time of submitting this form, is your firm ineligible to bid on or be awarded any local, state or federal public works contract, or perform as a subcontractor on any such public works contract?

☐ YES ☐ No

10. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ YES ☐ No

11. In the past five years, have you ever failed to complete any work awarded to you?

☐ YES ☐ No

12. In the past five years, have you ever been terminated by the Owner of a project?

☐ YES ☐ No

13. In the last five years has your firm been assessed and paid liquidated damages prior to or after completion of the project under a construction contract with either a public or private owner?
- ☐ YES ☐ No
14. In the last five years has your firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing any government agency or public works project for any reason?
- ☐ YES ☐ No
15. In the past five years **has any claim against your firm** concerning your firm's work on a construction project **been filed in court or arbitration?**
- ☐ YES ☐ No
16. In the past five years **has your firm filed any claim** against a project owner or consultant concerning work on a project or payment for a contract **and filed that claim in court or arbitration?**
- ☐ YES ☐ No
17. In the last five years, have you sued an Owner of a project?
- ☐ YES ☐ No
18. In the past five years, have you sued a Consultant (engineer, architect or other) representing the Owner of a project?
- ☐ YES ☐ No
19. Identify and list all administrative, arbitration, or litigation actions, terminations, construction claims or the like (cumulatively referred to as "claims") related to issues arising from any construction contract performed within the past five (5) years for which the Bidder or its team members was a party. For each claim, identify the project, the parties to the claim, the court or jurisdiction (if applicable), the initiator of the claim and the final resolution, or if not resolved the status (attach additional sheets as needed).
- _____
- _____
- _____
- _____
- _____
20. Will your firm's workforce be performing work on this project equal to a monetary value of 25% or more of the Contract amount as awarded?
- YES _____ NO _____
21. Primary Bank Reference: _____
- _____
- _____
- _____
- _____

22. Bonding Capacity: Provide documentation from your surety identifying the following:

Name of bonding company / surety: _____

Name of surety agent: _____

Address: _____

Phone: _____

23. Will you, upon request, fill out a detailed financial statement and furnish any other pertinent information that may be required by the Owner?

☐ YES

☐ No

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this _____ day of _____, 20____.

(Contractor)

By: _____

Title: _____

_____, being duly sworn deposes and says that he/she is
_____ of _____ and that the answers to the foregoing
questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary's Signature

Notary's Printed Name

NOTARY PUBLIC, STATE OF _____

My commission expires:

_____, 20 ____

BID OPENING CHECK LIST

	Yes	N/A
Read and Understand Advertisement for Bids and Requirements	☐	☐
Read and Understand Instructions to Bidders and Requirements	☐	☐
Attended (Mandatory) Pre-bid Meeting	☐	☐
Site Visit Performed	☐	☐
Contractors Licensed to do Work in Florida	☐	☐
Completed Bidder Signature Forms	☐	☐
Completed Bid Forms with Bid Calculated Correctly (Project Bid Synopsis)	☐	☐
Certified Check for Bid Guaranty	☐	☐
Completed Bid Bond Form	☐	☐
Completed Bid Bond Affidavit	☐	☐
Completed Non-Collusion Affidavit	☐	☐
Completed Drug-Free Work Place Certification	☐	☐
Completed Public Entity Crime Form	☐	☐
Completed Insurance Forms	☐	☐
Completed Subcontractors and Suppliers Form	☐	☐
Completed Addenda Receipt Form	☐	☐
Completed Contractors Certification of Eligibility Form	☐	☐
Completed E-verify Statement Form	☐	☐
Completed Statement of Bidder's Qualifications Forms	☐	☐
Completed Bid Opening Checklist	☐	☐

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this _____ day of

_____, 20_____.

(Name of BIDDER)

(Signature of person signing this FORM)

Printed

END OF BID FORMS

CITY OF FERNANDINA BEACH CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

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

PROJECT:

CONTRACTOR:

ARCHITECT/ENGINEER:

The Owner and Contractor Agree as Follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials contained in City of Fernandina Beach Bid Number _____. 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 _____ consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the work not later than thirty (30) days after reaching Substantial Completion.

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

ARTICLE 5 - CONTRACT AMOUNT

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

ARTICLE 6 - LIQUIDATED DAMAGES

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

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

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

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

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted to the 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 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 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 checking for compliance with the Contract Documents. The Architect's review does not relieve the Contractor of his obligations under the Contract to comply with the plans and specifications.

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

4. Interpret Plans

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

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

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

5. Approving Non-Substantial Deviations

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

6. Certifying Applications for Payment

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

7. Preparing Change Orders

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

8. Substantial Completion and Acceptant Reviews

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

B. OBLIGATIONS OF THE OWNER

1. Project Manager

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

2. Information Provided by Owner

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

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

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

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

3. Permits

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

4. Owner's Right to Stop Work

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

5. Owner's Right to Carry Out Work

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

6. Interpretation of Contract Documents and Performance

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

7. Approving Substantial Deviations

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

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

8. Owner's Right to Expedite Schedule

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

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

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

2. Review of Contract Documents

The Contractor shall carefully review Contract Documents and information provided by the Owner, and shall at once report to the Architect any errors, omissions, or inconsistencies discovered.

If the Contractor performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance.

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Architect at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor of any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved by the Architect.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, under

Contract, unless otherwise specified in the Contract Documents.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the Contractor or his Subcontractors.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect or, the Owner's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5. Inspection of Work

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

6. Labor and Materials

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

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

7. Warranty

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

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare and submit to the Architect a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents, nor shall the Schedule reflect an early completion of the Work. The construction schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work with activity durations limited to 14 days. The Construction Schedule shall also identify the critical path and any other near critical events which would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Architect. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

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

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda
- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data
- Samples
- Required Submittals
- Superintendent's Log

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

Records shall be available to the Architect and Owner and, with the exception of the Superintendent's Log, shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Architect; and weather conditions including dates, times, and amount of rainfall received.

10. Approval of Shop Drawings and Other Submittals

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

The Contractor shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each

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

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

11. Use of the Project Site

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

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

12. Cleanup of Project Site

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

13. Observations and Inspections

The Contractor shall provide Owner and Architect access to the Work, wherever located and in whatever stage of construction for the purpose of providing inspections and observations necessary to assess compliance with applicable codes and to identify the quality and quantity of Work performed.

If a portion of the Work is covered contrary to the Architect's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the Contractor's expense without change in Contract Time.

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

14. Correcting Rejected Work

The Contractor shall promptly correct Work rejected by the Architect for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or necessary administrative costs.

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

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

15. Acceptance of Non-Conforming Work

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

16. Tests & Inspections

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

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

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

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

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

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

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

2. Rejection of Subcontractors

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

3. Removal of Subcontractors

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

4. Subcontractors Bound by Contract Documents

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

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

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

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

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

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

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

2. Owner to Provide Coordination

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

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

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

2. Construction Change Directive

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the Architect. A Construction Change Directive

signed by the Contractor indicates agreement of the Contractor with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.

3. Construction Change Order

In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount
- Contract Time
- The intent of the Contract Documents

In such instances, a Construction Change Order must be signed by the Architect, Contractor and Owner. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered altered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised".

4. Changes in Contract Amount

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued by Owner. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase to the Contract Sum or change in the Contract Time. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Agreement.

5. Cost of Work

The term "Cost of Work," or "Direct Cost," for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor (payroll, taxes, fringe benefits, workers' compensation, health and retirement benefits, sick leave)
- Owned equipment (at lowest applicable equipment manual rate)
- Rented equipment (at actual rental rate)
- Materials
- Supplies
- Subcontractor's costs
- Bonds and insurance

The Contractor shall require all Subcontractors and suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Article.

The term "Cost of the Work" or "Direct Cost" shall not include any of the following:

- Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in its principal or a branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's allowance for overhead and profit.
- Extraordinary fringe benefits not specifically identified above.
- Expenses of Contractor's principal and branch offices other than the Contractor's office at the job site.
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital used for the Change Order Work and charges against the Contractor for delinquent payments.
- Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

For all changes, the Contractor shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Architect. When a credit is due, the amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined by the Architect plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

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

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

6. Changes in Contract Time

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

7. Changes in Contract Time Due to Weather Conditions

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

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

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

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

9. Effective Date of Change Orders

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

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

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

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

2. Continuing Performance on the Contract

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

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the Contractor shall inform the Project Architect of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the Contractor would have reasonably first recognized the materially different field conditions.

The Architect will promptly investigate and report to the Owner if field conditions were found to be materially different than those which could have been reasonably found given the criteria indicated above. If field conditions are found to be materially different, the Owner shall prepare a Construction Change Order providing an equitable adjustment in Contract Amount and/or Contract Time.

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

4. Claims for Additional Time

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

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

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

5. Claims for Additional Compensation

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

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

- Contractor must submit a Notice of Claim to the Owner and to the Architect within fourteen days (14) of when the Contractor was, or should have been, aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, Contractor shall submit to the Architect and Owner its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

Contractor agrees that the Owner shall not be liable for any Claim the Contractor fails to submit as a Request for Construction Change Order or as a timely presented RFD form as provided in this Agreement.

After receipt of a Request for Construction Change Order, Owner, in consultation with the Architect, shall deliver to Contractor within thirty (30) days after receipt of request its written determination of the Claim.

Contractor's exclusive remedy for delays in performance of construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

Contractor expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the Owner

If a Claim has not been resolved after consideration under other terms of this Article, the Architect shall notify the Contractor in writing that the Owner shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the Owner shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

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

7. Injury of Damage to Person or Property

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

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

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

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

2. Substantial Completion

When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed and corrected. The Contractor shall proceed

promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the Contractor of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Architect will make an inspection, and with the approval of the Owner, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect.

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

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

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

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

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

3. Final Acceptance and Payment

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

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

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

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

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

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

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

2. Safety of Employees and Property

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

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

for removal, relocation or replacement in the course of construction.

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

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

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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

3. Emergencies

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

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

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

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

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

2. Waiver of Subrogation

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

The Owner and the Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers. The Owner waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

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

3. Contractor's Insurance

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

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

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

4. Loss Deductible

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

5. Subcontractor's Insurance

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

6. Certificate of Insurance

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

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

7. Workers' Compensation Insurance

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

8. Liability Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

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

and hired automobiles and employee non-ownership use.

9. Builder's Risk Coverage

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

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

10. Payment and Performance Bond

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

Additionally, bonds must meet the following specifications:

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

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

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.
- Between Substantial Completion and Final Certificate for Payment. As to acts or failure to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

2. Concerning Latent Defects and Fraud

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

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party

attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

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

4. Limitation of Liability

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

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

5. Attorney Fees and Costs

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

6. Validity, Severability and Reformation

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

7. Force Majeure

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

8. Contractor Not A Third Party Beneficiary

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

9. Public Records Law and Obligations

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

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

OWNER: The City of Fernandina Beach

Dale L. Martin, City Manager

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR:

Contractor's Name:

Title/Officer

ATTEST -

APPENDIX I - DEFINITIONS

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

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

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

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

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

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

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

Change Order - A form documenting the Contractor's and Owner's agreement to modify the work where the modification involves a

change in Contract Amount, Contract Time, or the intent of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Contract, and specifications.

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

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

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

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Fernandina Beach, 204 Ash St., Fernandina Beach, FL 32034**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **Above Ground Aviation Fuel Farm Improvements**

Project Location: **Fernandina Beach Municipal Airport, Fernandina Beach, FL**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:**ATTEST:**

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:**ATTEST:**

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____ Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

END OF PERFORMANCE BOND SECTION

PAYMENT BOND**Bond Number**PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)***OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of Fernandina Beach, 204 Ash St., Fernandina Beach, FL 32034, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Above Ground Aviation Fuel Farm Improvements

Project Location: Fernandina Beach Municipal Airport, Fernandina Beach, FL

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such

extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

SIGNATURES ON NEXT PAGE

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____ Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

END OF PAYMENT BOND SECTION

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

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF NASSAU

THIS CONTRACT AWARD made this _____ day of _____, 20__ ,
by the **City of Fernandina Beach, Florida**, hereinafter called the OWNER,
to _____, hereinafter called the CONTRACTOR,
is for the completion of a certain project described as:

Above Ground Aviation Fuel Farm Improvements

FDOT Project FIN: **438035-1-94-19**

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

The project consists of the Bid, dated _____, 20__ plus the following Additives, if applicable:

_____NA_____

The consideration to be paid by the Owner to the Contractor for completion of the project
in accordance with the contract documents is the sum of:

\$ _____

(Amount in Written Words)

(\$ _____)

(Amount in Numerals)

Commencement of work under this contract shall begin not less than **five (5)** nor more than **ten (10)** days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one hundred eighty (180) calendar days** after that specified date unless otherwise subsequently agreed.

OWNER:

City of Fernandina Beach
Name

Signature

Printed Name

Title

Acknowledgement of Receipt of Contract Award by Contractor:

Name

Signature

Printed Name

Title

Date

NOTICE TO PROCEED

DATE: _____

TO: _____

PROJECT: **Above Ground Aviation Fuel Farm Improvements**

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, with the exception of the following work items: N/A.

Work must commence not less than **five (5)** days nor more than **ten (10)** days after your receipt of this Notice to Proceed as evidenced by the date of receipt shown on the certified mail return receipt, and you are to complete the WORK, with the exception of the above listed items, within **one hundred eighty (180) calendar days** from the project start date established as set forth herein above.

City of Fernandina Beach, Florida

BY: _____
Dale L. Martin, City Manager

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by:

this _____ day of _____, 20____

By: _____
(Signature)

(Printed Name)

(Title)

FINAL RELEASE OF LIEN

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of _____ Dollars (\$ _____), paid by the **City of Fernandina Beach**, Florida hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for Bid Schedule(s) _____, does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____, 20____, for the **Above Ground Aviation Fuel Farm Improvements** except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

The undersigned further covenants that subcontractors, suppliers, and materials suppliers, and any or all other persons supplying materials, supplies, service or labor used directly or indirectly in the prosecution of the work provided for in the Contract, have been paid in full for all work under this contract.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____.

WITNESS:

CONTRACTOR

By: _____

(Print Name and Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____

(NOTARY SEAL)

NOTARY PUBLIC

My Commission Expires:

END OF FINAL RELEASE OF LIEN SECTION

Contractor's Project Closeout Checklist (Items required prior to Final Payment)

1. As-Built Drawings, including redline drawings; per section S-126.
2. Warranty Letter (1 Year warranty period from date of Final Acceptance).
3. Final Release of Lien from Prime Contractor and all Subcontractors.
4. Final Pay Estimate.
5. Equipment Manuals; as applicable and as required by the technical specifications.
6. Demonstration & Training of installed equipment, as applicable and as required by the technical specifications.
7. Quality Control Testing Records & Results.
8. NPDES Documentation:
 - a. NOI.
 - b. NOT.
 - c. Stormwater Pollution Prevention Plan Construction Inspection Reports. Reports are generated on a weekly basis and after each storm event greater than 0.5" of rainfall.
9. Final Aerial Progress Photos, capturing the completed project per the applicable technical specification.
10. Testing Reports and/or Certification Forms of all installed utilities and equipment as applicable and as required by the technical specifications May include:
 - a. TV tests for utilities.
 - b. Bacteriological test for new water mains.
 - c. Pressure tests for new water and sanitary force mains.
11. Demonstration & Training of installed equipment, as applicable and required by the technical specifications.
12. The following items are additional requirements for projects, including building/architectural portions of work. Closeout Procedures and other requirements per AIA General Provisions and per the applicable technical specification, if provided, shall be followed.
 - a. Project Record Documents: Record Drawings, Record Specifications, Record Product Data, Miscellaneous Record Submittals; per technical specification for Project Record Documents and other applicable specifications and general provisions.
 - b. Operation and Maintenance Manuals
 - c. Warranties
 - d. Demonstration and Training
 - e. Final Cleaning

Fees/Permitting Requirements Checklist for Contractors							
	Forms/Permits	Estimated Costs of Fees	N/A	Completed		Checked	
				By	Date	By	Date
1	NEPA Environmental/Determination						
2	FAA Requirements						
	Certification for commissioning of equipment						
	as built						
3	FDOT Requirements						
	as-built						
	asphalt core testings						
4	Water Management District Requirements						
	Commencement Form						
	as built						
5	FDEP Requirements (Water & Sewer)						
	TV tests for Utilities						
	Bacteriological test for new water mains						
	Pressure tests for new water						
	Pressure tests for new sanitary force mains						
	as-built						
6	City Requirements (impact fees, construction fees, etc)						
7	County Requirements (impact fees, construction fees, etc)						
8	Regional Requirements (impact fees, construction fees, etc)						
9	Utility Requirements (water, sewer, electric impact fees, etc)						
10	NPDES Requirements						
	NOI						
	NOT						
	Storm Pollution Prevention Plan Construction						
	Inspection Reports; Reports are generated on a weekly basis and after each storm event greater than 0.5" of rainfall						
11	Railroad Right of Way						
12	ACOE/WMD - Wetlands permit (clearing house)						
	Commencement						
	Termination						

Agreement for Delivery and Use of Electronic Documents

In connection with the **Fernandina Beach Municipal Airport Above Ground Aviation Fuel Farm Improvements** (hereinafter "Project"), for which **Passero Associates, LLC** (also referred to as Passero Associates) has been retained to provide services, _____ (hereinafter referred to as "**Recipient**") has requested that **Passero Associates, LLC**, provide **Recipient** with certain "Instruments of Services" prepared by **Passero Associates, LLC** and its sub-consultants in electronic machine readable format. These documents in such format shall hereinafter be referred to as the "Electronic Documents."

In consideration of **Passero Associates'** agreement to deliver Electronic Documents, the **Recipient** agrees as follows:

1. **Passero Associates** retains ownership of the Electronic Documents. Use of the files is permitted only with the express authorization of **Passero Associates, LLC**. It is understood and agreed that all drawings, specifications, or documents of any kind prepared by **Passero Associates, LLC** or its sub-consultants, whether in hard copy or any electronic or machine-readable format, shall remain instruments of their services. **Passero Associates, LLC** and its sub-consultants retain all common law, statutory and other reserved rights, including the copyright. This Agreement shall not in any other way alter the respective interests of the parties in the Instruments of Services as set forth in any agreement for services between **Recipient** and **Passero Associates, LLC**, notwithstanding **Passero Associates'** agreement to release the Electronic Documents to **Recipient**.
2. The Electronic Documents are provided to the **Recipient** for information purposes only. The Electronic Documents do not replace or supplement the paper copies of the Drawings and Specifications which are, and remain, the Contract Documents for the Project or the paper copies of any other document prepared by **Passero Associates, LLC**, or its sub-consultants. If there is any discrepancy between the Electronic Documents and the sealed paper copies, the sealed paper copies will prevail.
3. The parties agree that the Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the **Recipient** that there are no warranties of any kind in such Electronic Documents or in the media in which they are contained, either express or implied.
4. **Recipient** agrees not to add to, modify or alter, in any way, or to allow others to add to, modify or alter, in any way, the Electronic Documents.
5. Where the **Recipient** has received specific permission from **Passero Associates, LLC**, or an authorized agent of the Project's Owner, to use the Electronic Documents in connection with **Recipient's** obligation to prepare certain document for the Project, **Recipient** shall, in addition to other obligations set forth herein, remove from the copy of Electronic Documents, **Passero Associates, LLC** and/or **Passero Associates'** sub-consultants' title block and/or any other reference information on the documents that could extend liability of the **Recipient's** work to **Passero Associates, LLC** and/or its sub-consultants.
6. **Recipient** further agrees that the Electronic Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to **Recipient** for the limited purpose stated above only. **Recipient** agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated above, without the express written permission of **Passero Associates, LLC**.

7. **Recipient** agrees to waive any and all claims and liability against **Passero Associates, LLC**, and its sub-consultants resulting in any way from any failure by **Recipient** to comply with the requirements of this Agreement for the Delivery of Documents in Electronic Format.
8. **Recipient** further agrees to indemnify and hold harmless **Passero Associates, LLC**, and its sub-consultants and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1.) **Recipient's** failure to comply with any of the requirements of this *Agreement for Delivery and Use of Electronic Documents*; or 2.) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgments, suit, liability, damage, cost or expense.

By receipt of this document you are hereby bound to the conditions herein.

Recipient:

Signature

Date: _____

Title

Company

AFFIDAVIT AND PARTIAL RELEASE OF LIEN

STATE OF FLORIDA)
)
COUNTY OF **NASSAU**)
)

CONTRACTOR:_____

Project Description: **Above Ground Aviation Fuel Farm Improvements**

Project Location: **Fernandina Beach Municipal Airport**

BEFORE ME, the undersigned authority, personally appeared_____ (the “Affiant”), who after being duly sworn, says that he is the “CONTRACTOR”, pursuant to a Contract (the “Contract”) dated _____, 20____ with the **City of Fernandina Beach** (the “OWNER”), for the supply of certain labor and/or materials (the “WORK”), to certain property, as shown and described in the Contract, subsequent Addendums or Change Orders, and on behalf of the Contractor makes the following warranties:

- I. The CONTRACTOR represents and warrants that it has fully completed in accordance with the plans and specifications therefore, that portion of the Work, pursuant to the Contract (the “Completed Work”) covered by the attached Periodic Progress Payment Request.
- II. The CONTRACTOR further warrants and represents that:
 1. All subcontractors, vendors, materialmen, suppliers, persons, firm, and other parties of whatever kind of nature who are entitled to payment from the CONTRACTOR for providing labor, services and/or materials to the CONTRACTOR, pursuant to the Contract, have been paid in full.
 2. Title to all materials and equipment covered by the attached Periodic Pay Request for Payment dated_____, 20____, passes to the Owner at the time of payment by the Owner to the Contractor, free and clear of all claims of any type.
 3. This Affidavit and is made by affiant with full knowledge of the applicable laws of Florida.
 4. The affiant herein does hereby represent that he has the authority to execute this for and on behalf of the Contractor as set forth above.

(Contractor)

(Signature)

(Print Name and Title)

SWORN TO AND SUBSCRIBED before me this_____ day of_____, 20_____.

(SEAL)_____ Notary Public, State of _____
My Commission Expires _____

SPECIAL CONDITIONS

SPECIAL CONDITIONS

SC.1 DEFINITIONS

The following terms when used in the Contract Documents shall mean the following:

A. **ADDENDA.** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

B. **BID.** The offer or bid of the bidder submitted on the prescribed form setting for the prices for the Work and services to be performed.

C. **DAILY INSPECTION REPORTS.** Daily report of all inspections performed for both the Contractor and subcontractor's operations on a form acceptable to the Engineer.

D. **DAY.** Unless otherwise defined shall mean "calendar" day.

E. **DRAWINGS.** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

F. **FIELD ORDER.** A written order issued by the Engineer which orders minor changes in the Work consistent with the intent of the Contract Documents, but which does not involve a change in the Contract Price or the Contract Time.

The Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on Owner, and also on Contractor who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor shall make a claim under Section 50, Subsection 50-16, Claims for Adjustment and Disputes of the General Provisions before doing the Work.

G. **FURNISH or INSTALL or PROVIDE or SUPPLY.** Unless specifically limited in the context, the word "Furnish" or the word "Install" or the word "Provide" or the word "Supply" or any combination or similar directive or usage thereof, shall mean FURNISHING AND INCORPORATION IN THE WORK including all necessary labor, materials, equipment, and anything necessary to perform the Work indicated.

H. **GOOD REPAIR.** Good repair shall be construed to mean any defect, functional or structural deterioration (except that from ordinary and reasonable use) which appreciably reduces the effectiveness or efficiency of the Work improvement for the purpose intended, or any serious departure from the standards of original construction described in the Contract Documents, shall be remedied by the Contractor. Such remedy will be made without further cost to the Owner, including in part, all damages caused by such defect, deficiency, deterioration or departure, and by its repair, replacement or correction.

I. **MAY.** Permissive.

J. **REFERENCE TO TRADE OR SUBCONTRACTORS.** When only one principal contract exists for all Work covered by the Contract Documents, reference to trade or subcontractors in the Contract Documents shall not create any contractual relationship between the Owner and any trade or Subcontractor.

K. SAMPLES. Samples are physical examples furnished or constructed by the Contractor to illustrate materials, equipment, workmanship or finishes, and to establish standards by which the Work will be judged.

L. "SHALL" IMPLIED. In the interest of conciseness, some sentences, statements, and clauses used in the specifications exclude any form of the verb "shall" normally expressed in a verb phrase with verbs such as "furnish", "install", "provide", "perform", "construct", "erect" "comply" "apply", "submit", or similar "verb", but any such sentences, statements and clauses shall be interpreted to include the applicable form of the phrase "The Contractor shall" and the requirements described therein shall be interpreted as mandatory elements of the Contract.

M. SHALL. Mandatory.

N. SUBCONTRACTOR. Party supplying labor and material or any labor for work at the site of the project for, and under separate contract or agreement with the Contractors. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor.

O. SUBSTANTIAL COMPLETION. When the Work is sufficiently complete so it may be safely, conveniently and beneficially utilized by the Owner for all of the purposes for which it was intended.

P. WILL. Mandatory.

SC.2 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract Document shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, for any reason, any such provision is not inserted in the Contract, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

SC.3 CORRELATION OF DOCUMENTS

A. Drawings and specifications are cooperative and supplementary. Portions of the Work which can best be illustrated by the drawings may not be included in the specifications and portions best described by the specifications may not be depicted on the drawings. All items necessary or incidental to completely construct or erect the Work shall be furnished, whether called for in the specifications or shown on the drawings. Anything mentioned in the specifications and not shown on the drawings, or anything shown or mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. In case of disagreement between the drawings and specifications, or within either document itself, the better quality or greater quantity of Work shall be estimated and included in the bid and Contract Price and the matter drawn to the Engineer's attention for decision.

SC.4 NOTICE AND SERVICE THEREOF

Where the manner of giving notice is not otherwise provided for in the Contract Documents, any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the Contractor at the address given in the Contractor's Bid, or at the last business address known to him who gives the notice, or delivered in person to the Contractor or his authorized representative on the site. It is mutually agreed that such notice shall be sufficient and adequate.

SC.5 SUBCONTRACTING

A. The Contractor may utilize the services of specialty or minority Subcontractors on those parts of the Work, which, under normal contracting practices, are performed by specialty or minority Subcontractors.

B. The Owner reserves the right to approve Subcontractors for any Work. The Contractor, if requested by the Owner, shall submit to the Owner the proposed award and such information as the Owner may require.

C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, or under their control, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power as regard terminating any Subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

E. Nothing contained in the Contract Documents shall create any contractual relationships between any Subcontractor and the Owner.

SC.6 PROTECTION OF PERSONS.

A. The Contractor shall:

- (1) At all times protect the lives and health of his employees under the Contract;
- (2) Take all necessary precautions for the safety of all person on or in the vicinity of the project site;
- (3) Comply with all applicable provisions of Federal, State and Municipal safety laws and building codes;
- (4) Comply with all pertinent provisions of the Manual of Accident Prevention in Construction issued by the Associated General Contractors of America, Inc., latest edition, to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of persons and shall post danger signs warning against the hazards created in part by features of construction such as

protruding nails, rod hoists, well holes, falling materials, etc. and he shall designate a responsible member of his organization on the Work site whose duty shall be the prevention of accidents;

(5) Provide all safeguards for the protection of those having Right-of-Entry during field review and observation of the Work.

B. Contractor shall comply with all provisions of the "Williams-Steiger Occupational Safety and Health Act of 1970" including any amendments thereto and rules and regulations issued pursuant thereto, applicable to the Work and performance of the Contract. Where a state in which Work is performed has passed legislation bearing on Occupational Safety and Health, such legislation and amendments thereto, together with rules and regulations issued pursuant thereto shall be compiled with by the Contractor.

SC.7 AUTHORITY OF ENGINEER

A. The Engineer, through its duly authorized representatives, shall furnish engineering services during construction of the Work to the extent provided in the Contract Documents. He shall observe and review the Work in the process of construction or erection. Compliance with the Contract Documents shall be the Contractor's responsibility notwithstanding such observation or review. The Engineer has authority to recommend suspension of the Work to the Owner when it appears such suspension may be necessary to accomplish the proper implementation of the intent of the Contract Documents. The authority to observe, review or recommend suspension of the Work, or exercise such other authority as may be granted by the Contract Documents, shall not be construed or interpreted to mean supervision of construction, which is the Contractor's responsibility, nor make the Engineer responsible for providing a safe place for the performance of Work by the Contractor or by the Contractor's employees, or those of suppliers or Subcontractors, or for access, visits, use, work, travel, or occupancy by any other person. The Engineer shall also have the Authority to reject any Work, materials, or equipment which do not conform to the Contract Documents and to decide technical questions which arise in the execution of the Work.

B. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of Work, materials, equipment and supplies which are to be paid for under the Contract and shall decide questions which may arise in relation to said Work and its compliance with the Contract Documents. The Engineer's estimates and decisions shall be final and conclusive, except as otherwise expressly provided in case any question shall arise between the parties to the Contract relative to the Contract Documents, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for Work under the Contract affected in any manner or to any extent by such question.

C. The Engineer shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute.

SC.8 "GOOD REPAIR" PERIOD

A. The Contractor hereby agrees to keep all Work constructed under the Contract in Good Repair for a minimum period of one (1) year, unless a longer period is otherwise specified in the Contract Documents, from the date of acceptance of all of the Work by the Owner. No provision of the Contract documents shall be valid which limits the "Good Repair" period to less than one (1) year from the date of acceptance of all of the Work by the Owner. The Work is to be phased. Each phase of Work completed shall be inspected and approved for use by the Owner but shall not be accepted until all Work for all phases is complete and a final inspection for all Work has been performed.

B. It is intended that this provision shall apply whether or not bond is required, as a personal obligation of the Contractor.

C. The obligations of the Contractor as herein provided shall be in addition to an not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

SC.9 VARIATIONS FROM ESTIMATED QUANTITIES

The Contractor may reasonable expect a variation in estimated quantities such that the total payment for the completed Work may range from 75 to 125 percent of the total amount of the Contract based on the estimated quantities defined in the bid. The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages because of a difference between the estimate of any item defined in the Bid and the amount of the time actually required or for the elimination of any part of the Work. Funds for construction of the Work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the bid or any of the Work as may be required to bring the cost of the Work within the limits of available funds.

SC.10 ENGINEER

The Word ENGINEER in these specifications shall be understood as referring to the OWNER, or such other representative as may be authorized by said OWNER to act in any particular position. Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer and any Contractor or any Subcontractor.

SC.11 LOCATION OF PROJECT

This project is located in Nassau County, Florida at Fernandina Beach Municipal Airport.

SC.12 ADDENDA

Bidders desiring further information or interpretation of the plans or specifications must make request for such information to the Engineer, prior to seven (7) working days before the bid opening. Answers to all such requests will be given in writing to all bidders in addendum form, and all addenda will be bound with, and made a part of, the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from, the plans, specifications, or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued prior to five (5) days of the opening of bids will be **emailed** to each Contractor, (addenda may be faxed by request) contemplating the submission of a bid on this work. The bid as submitted by the Contractor will be so constructed as to include any addenda, if such are issued by the Engineer prior to five (5) days of the opening of the bids.

SC.13 EXISTING STRUCTURES

The plans show the locations of all known surface and subsurface structures. However, the Owner and Engineer assume no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay

quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans and bid, in which case the provisions in these specifications for extra work shall apply.

SC.14 EXAMINATION OF SITE OF PROJECT

Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials.

SC.15 PROJECT MAINTENANCE

The Contractor shall maintain and keep in good repair the improvements covered by these plans and specifications during the life of his contract which shall include the maintenance and repair of all existing pavement, storm sewer crossings, utility crossings, barricades, lights and danger signals and all work which is necessary for the safe operation of the airport. In the event the Contractor fails in his obligation to properly maintain the work, Nassau County, Florida shall make such repairs as are necessary and the cost of such repairs shall be deducted from the payment due the Contractor. Any damage done to improvements whether by equipment, weather or movement of soils under the improvements shall be the responsibility of the Contractor to correct to the satisfaction of the Owner, Engineer, FDOT, and the FAA until the project is accepted by the Owner.

SC.16 WATER FOR CONSTRUCTION

Water used for construction of this project will be furnished by the Contractor. The Contractor shall make the necessary arrangements with the Owner of the source of water for securing and/or transporting such water. No separate payment will be made for water used but the cost thereof shall be included in the various items of the bid and bid schedule.

SC.17 CLEANUP

At the conclusion of each phase of the work as well as the completion of all work, all tools, temporary structures, and materials belonging to the Contractor shall be promptly removed and all dirt, rubbish and other foreign substances shall be disposed of in a manner satisfactory to the Engineer and at a site approved by the Owner.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

SC.18 LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.

SC.19 DURING CONSTRUCTION

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from materials, debris, and rubbish, as is practicable and shall remove same from any portion of the site, if, in the opinion of the Engineer and/or Owner, such material, debris, or rubbish constitutes a nuisance or is objectionable.

SC.20 GUARANTY AGAINST DEFECTIVE WORK

The Contractor shall promptly make any repairs and indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of the entire project.

SC.21 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. The Contractor shall notify the Engineer of said coordination attempts and the results.

SC.22 LINES AND GRADES

Section 50, Item 50-06 of the General Provisions shall be modified to reflect that all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications shall be provided by the Contractor and he shall be solely responsible for the accuracy of said lines, grades and measurements. However, the Owner and Engineer reserve the right to check all said lines, grades and measurements with their appointed surveyor. Should the Owner's surveyor detect errors in said lines, grades and measurements, the Contractor shall pay for all said surveying costs and subsequent surveying costs performed to verify correction of said errors found in said lines, grades and measurements. Included in this are all staking for subgrade, subbase and base course installation. Definition of an error shall be 1/4" or more. In the case of a discrepancy between the technical specifications and this defined tolerance, this tolerance shall govern.

SC.23 PROTECTION AGAINST ACCIDENT TO THE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES AND THE PUBLIC

Contractor shall defend Nassau County, Florida, and Passero Associates, LLC against claims or suits for injury, sickness or death of persons, or damage or loss to property (including property of Nassau County, Florida and Passero Associates, LLC and including loss of use) caused in whole or in part by acts or omissions of the Contractor, its employees, agents, contractors or suppliers arising out of the performances of the contract. Contractor shall indemnify and Hold Nassau County, Florida and Passero Associates, LLC harmless from and against damages, losses, costs and expenses (including attorneys' fees) which Nassau County, Florida and Passero Associates, LLC may incur by reason of such claims or suits. This obligation to Defend, Indemnify and Hold Harmless includes liability caused in part by the negligence of Nassau County, Florida or Passero Associates, LLC and liability resulting from the injury, sickness or death of any employee of Contractor or subcontractor, regardless of whether such employee had been paid pursuant to any Workmen's Compensation law or other similar federal or state legislation for the protection of employees. One percent (1%) of the contract price represents specific consideration to contractor for the indemnifications set forth in this contract.

The Contractor shall not commence work at the site under this contract until he has obtained all required insurance and until such insurance has been approved by the Owner and Engineer. The Contractor shall not allow any subcontractors to commence work until all insurance required has been obtained and approved. Approval of the insurance by the Owner and Engineer shall not relieve or decrease the liability of the Contractor hereunder.

The Contractor/Bidder shall include with his bid a Certificate of Insurance showing the insurance coverage currently carried by the Contractor/Bidder.

The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited due to non-payment of premium, material change, or any other cause until thirty (30) days after the Owner has received written notices as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the operations to which the insurance applied, the expiration date, and the above-mentioned notice of cancellation clause.

All insurance required under this contract shall waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against Nassau County, Florida, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.

SC.24 PAYMENTS WITHHELD

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate or final retainage to such extent as may be necessary to protect the Owner from loss on account of but not limited to:

Defective work not remedied.

A. Claims filed or reasonable evidence indicating probable filing of claims by the contractor against the Owner, or by a subcontractor against the Owner.

B. Failure of the Contractor to make payments properly to subcontractors or for material or labor.

C. A reasonable doubt that the Contract can be completed for the balance then unpaid.

D. Damage to another Contractor.

E. Failure of the Contractor to finish the project within the defined time frame causing liquidated damages to take affect.

Monthly and final payments may also be withheld on account of failure of the contractor to remove condemned work or materials from the project or make satisfactory corrections after having written notice to do so from the Engineer.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

SC.25 TRADE NAMES AND MATERIALS

No materials which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing

referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgement of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to", or other such expressions may be used in the specifications in connection with the material, manufactured article or process, the material, manufactured article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SC.26 PROPERTY LINES AND MONUMENTS

The Contractor shall protect all property corner markers and any other monument, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

SC.27 FENCES AND DRAINAGE CHANNELS

Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found. Existing fences not to be removed and intersecting with new fencing (fencing outside airport property) shall be connected to the new fencing in a manner acceptable to the fence owner and Owner and/or Engineer.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

SC.28 DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All trees, stumps, slashings, brush or other debris to be removed from the site as a preliminary to the construction work shall be removed from the property and disposed of in a manner approved by the Engineer and at a site approved by the Owner. No burning on site will be permitted.

All excavated earth in excess of that required for embankment and backfill shall be disposed of in a satisfactory manner as shown on the plans or as directed by the Engineer to a site approved by the Owner.

SC.29 AIR POLLUTION

The Contractor shall comply with the Clean Air Act as adopted and enforced by the State of Florida.

SC.30 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.

SC.31 BARRICADES AND WARNING SIGNS

Furnishing and maintenance of barricades will not be covered by an additional pay item, but the cost thereof will be considered subsidiary to the various pay items as are provided in the contract. Where barricades are to remain in place during the night, battery operated amber flashing lights shall be attached

to the barricades and shall be checked each night as hereinafter specified. The Contractor shall designate responsible employees to see that lights are operating at all times.

SC.32 TRENCH INSPECTION

All trenches opened on the project shall not be closed until the Engineer, Inspector or Owner has first inspected said trenches, materials used for backfill and materials installed in the trenches. All backfill materials for trenches shall be in accordance with plans and specifications. Once inspection and acceptance occurs, the Contractor may close the trenches to the requirements of the plans and specifications. Any trenches backfilled and not first inspected shall be subject to re-opening and re-closing at no additional cost to the Owner. Any materials damaged by re-opening, such as electrical cable, pipe, etc. shall be replaced at the Contractor's sole expense and to the requirements of the plans and specifications.

The Contractor shall strictly adhere to the requirements of the trench safety provisions established by the State of Florida and the Department of Labor Occupational and Safety and Health Administration (OSHA), in accordance with ITEM ETS, EXCAVATIONS, TRENCHING, AND SHORING of the specifications.

SC.33 DUST CONTROL

The Contractor shall maintain strict dust control during the project duration. There are operational areas, aircraft parked on the airport as well as commercial facilities which performs maintenance and repair work to aircraft. Therefore, it is imperative that strict dust control be maintained so that damage or nuisance to the areas and facilities described above or airport operational areas is prevented. This dust control shall also include the dust which may occur due to liming operations during the lime treatment of subgrade.

SC.34 VENUE

Venue and jurisdiction of any suite, right or cause of action arising under or in connection with this project shall be exclusively in Nassau County, Florida.

SC.35 TRIP TICKETS, INVOICES, WEIGH BILLS, ETC.

The Contractor shall be responsible for supplying any and all trip tickets, invoices, weight bills, etc. which show the quantities actually used in the construction of the project. All said trip tickets, invoices, weigh bills, etc. shall relate directly to specific bid items. If the Contractor fails to submit said trip tickets, invoices, weigh bills, etc. to the Engineer or his authorized representative prior to or during the time of installation of materials into the project, any material overruns claimed by the Contractor at the end of the project shall not be accepted.

SC.36 CONTRACTOR'S CONSTRUCTION SCHEDULES

The Contractor, immediately after award of the contract and before the preconstruction conference, shall prepare and submit the construction schedule for the Engineer's and Owner's information and approval with the following conditions:

A. The construction schedule shall not exceed time limits current under the Contract Documents and shall provide for expeditious and practicable execution of the work.

B. The construction schedule shall include all shop drawings and submittal data requirements.

C. The construction schedule shall indicate each critical task of all the major construction activities of the work in a logical and sequential order.

D. The construction schedule shall be revised and updated to reflect the actual status of the work with each Application for Payment.

E. Costs incurred by the Contractor in preparing and maintaining the required construction schedule will not be paid separately and shall be included in other items of work.

SC.37 CERTIFICATES FOR PAYMENT RETAINAGE

The percentage retained by the Owner will be ten (10%) percent on all contracts.

SC.383 FINAL IN-PLACE EXCAVATION & EMBANKMENT SECTIONS

At the completion of the project, the Contractor shall submit final in-place earthwork cross sections for the entire project site affected by earthwork operations with the detailed calculations as to as-build excavation and/or embankment. The Contractor may use the cross sections provided in the plans and plot the as-build conditions on those cross section sheets along the accompanying calculations. The Contractor shall be paid based on the type of operations for which a bid price was provided.

SC.39 SPECIAL EVENTS

The Contractor shall accommodate all special events identified by the Owner/Engineer, to the satisfaction of the Engineer, and shall recognize that these events will increase aircraft operations at the airport.

The Engineer may temporarily suspend the work, or any portion thereof, by notice in writing to the Contractor, and the Engineer shall fix the date on which work shall be resumed. The Contractor will resume the work on the date so fixed. The Contractor's only remedy for delays described herein shall be an extension of the time limit to perform the work as determined by the Engineer, and such delays shall not be the basis for an increase in the Contract Amount.

END OF SECTION

GENERAL PROVISIONS

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).

Paragraph Number	Term	Definition
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of

Paragraph Number	Term	Definition
		calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to

Paragraph Number	Term	Definition
		complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

Paragraph Number	Term	Definition
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work

Paragraph Number	Term	Definition
		and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the

Paragraph Number	Term	Definition
		contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

Paragraph Number	Term	Definition
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10 SECTION

20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-2 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-3 Contents of bid forms. The Owner's bid forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*. Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See bid advertisement for date, time and location of meeting.

20-4 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-5 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful

calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-6 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-7 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-8 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-9 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

2 CFR 200.325 provides that for contracts exceeding the Simplified Acquisition Threshold, the Owner should use local bonding policy and requirements provided that the FAA has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the bid guarantee shall be equivalent to 5% of the bid price. It shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **10** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-1 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-2 Award of contract. The award of a contract, if it is to be awarded, shall be made within 90 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-3 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-4 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-5 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-6 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-7 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance

with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-8 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-1 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-2 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-3 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-4 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-5 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

Refer to AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport and AC 150/5370-2, Operational Safety on Airports During Construction for applicable standards.

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-6 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-7 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-8 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-1 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-2 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-3 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-4 List of Special Provisions. See special provisions section for list of special provisions

50-5 Cooperation of Contractor. The Contractor shall be supplied with two (2) 11 x 17 hard copies of the plans and an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-6 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-7 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades,

alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in hard copy and AutoCAD .dwg file format.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-8 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-9 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such

inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-1 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-2 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-3 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-4 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-5 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-6 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-7 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-8 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-1 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-2 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-3 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-4 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: N/A

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-5 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-6 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-7 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-8 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included in the project plans.

70-9 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities

during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

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It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their

authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. The insurance requirements for commercial general and umbrella liability; commercial auto and umbrella liability; worker's compensation; property; and/or other types of coverage required by the project are included in the "Up-Front" contract documents.

END OF SECTION 70

Section 80 Execution and Progress

80-1 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 35 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-2 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 7 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-3 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-4 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least [48 hours] prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

1. All runways – No access allowed.
2. All taxiways – No access allowed.

See consultation phasing plan for limits of work.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-5 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-6 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the

effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-7 Determination and extension of contract time. The 180 calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-8 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Phase	Liquidated Damages Cost	Allowed Construction Time
1	\$500/ Calendar Day	180 Calendar Days

The maximum construction time allowed will be the sum of the time allowed for individual schedules but not more than 180 calendar days. The contract time shall consist of 150 calendar days for equipment approval and purchase acquisition and 30 calendar days for construction. The Fuel Farm shall not be inoperable for more than 30 calendar days. Optimal construction period is June 2020. Project to be completed by July 1, 2020. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-9 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-1 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and

Term	Description
	accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials

Term	Description
	received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-2 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-3 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or

indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-4 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-5 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-6 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

Option 3: The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor. If Option 3 is selected, the percent withheld may range from 0% to 10% but in no case may it exceed 10%. When establishing a suitable retainage value that protects the Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner. If Option 3 is selected, insert the following clause and specify a suitable value where indicated:

From the total of the amount determined to be payable on a partial payment, **10%** percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

- (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-7 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-8 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-9 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material,

workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

TECHNICAL SPECIFICATIONS

ITEM C-101
MAINTENANCE AND PROTECTION OF TRAFFIC

DESCRIPTION

101-1.1 General. This work shall consist of maintaining aircraft and vehicular traffic and protecting the public from damage to person and property within the limits of and for the duration of the Contract.

The requirements of Section 102, as specified in the Florida Department of Transportation Standard Specifications shall apply with the following modifications and/or revisions as described below.

The following additional items are specifically included without limiting the generality implied by these Specifications and the Plans:

- Restoration of all surfaces disturbed as a result of the Contractor's operations.
- Installation, maintenance and removal of temporary access roads and haul roads. Construction of permanent access roads and maintenance and repair of existing access roads.
- Installation and maintenance of permanent or temporary fences and access gates, if required.
- Installation, maintenance and removal of temporary barricades, warning signs, hazard markings, displaced runway markings, runway closure markings.
- Installation, maintenance and removal of temporary lights and lighting circuits.
- Installation, maintenance and removal of barricade lights.
- Cleaning and maintenance of all paved areas, including affected portion of main highways, and any dust control measures that may be necessary.
- Supplying of gate monitor, runway crossing guards and observers, and radios if necessary.
- Restoration of staging areas, borrow pits, and haul roads outside of the grading limits in accordance with Items T-901, and T-905.
- Removal of temporary or interim runway and taxiway markings to the satisfaction of the Engineer and Owner.

MATERIALS

101-2.1 Airport Low Profile Barricades Barricades shall be used for the temporary closures of taxiways and aprons shall be low profile Model NAV-PVC2310 as manufactured by Nuebert Aero Corp. of Tampa Florida or approved equal.

They shall be provided with alternating high reflective white and orange tape stripes, three way State DOT approved red lights, and always extended orange flags at least 12 inches square. Barricades shall be securely held in place by means of sand bags or other approved means. Barricades shall be routinely inspected to replace damaged units and to replace batteries. Barricades shall be provided and maintained as needed.

101-2.2 Type III Lighted Barricades If required, barricades used for the temporary closure of vehicle roadways shall be Type III lighted barricades in accordance with FDOT design standards index 600. Barricades shall be securely held in place by means of sand bags or other approved means. Barricades shall be routinely inspected to replace damaged units and to replace batteries. Barricades shall be provided and maintained as needed.

101-2.3 Temporary Runway Closure Markers

101-2.1 The ideal placement location is over the runway designation numeral or, if required by construction activity, within 250' of the runway end.

101-2.2 Raised-Lighted "X" Runway Closure Markers. Raised-lighted owner-furnished temporary runway closure markers may be used during the project. The Contractor shall operate, move, and maintain these Lighted "X"s for the duration of the Contract. The "X"s conform to the requirements of AC 150/5345-55A and be certified under AC 150/5345-53C. X's shall be Halibrite model RCM-D. Approval shall be obtained through the shop drawing review process.

101-2.3 Laydown (Unlighted) "X" Runway Closure Markers. If runway closure markers of the type that can be laid on the ground are required for this project they shall meet the following requirements. The ideal placement location is over the runway designation numeral or, when required by construction activity, just off the runway end. The temporary "X" marker shall be per Figure A-27 of AC 150/5340-1L, and shall be constructed of an easily removable material such as plywood or fabric. If the materials are not secured by their own weight, then sandbags or other suitable anchors shall be used to keep the temporary "X" securely in place. The Engineer shall approve the materials being used prior to placement.

METHOD OF MEASUREMENT

101-3.1 No direct measurement will be made for this item. **This work shall be included in under other associated pay items.**

BASIS OF PAYMENT

101-4.1 No direct payment shall be made for this item. **All work associated with this item shall be considered incidental and be included in the costs of other associated pay items.**

END ITEM C-101

ITEM C -105

MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; ~~Davis-Bacon Wage Poster (WH 1321) – DOL “Notice to All Employees” Poster; and~~ Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

METHOD OF MEASUREMENT

105-4 Basis of measurement and payment. No measurement or payment will be made for mobilization. It shall be included in appropriate bid items.

BASIS OF PAYMENT

105-6 No separate payment will be made under:

Item C-105 Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

~~United States Department of Labor, Wage and Hour Division (WHD)~~

~~WH 1321—Employee Rights under the Davis-Bacon Act Poster~~

END OF ITEM C-105

ITEM P-610
STRUCTURAL PORTLAND CEMENT CONCRETE

DESCRIPTION

610-1.1 This item shall consist of plain or reinforced structural Portland cement concrete (PCC), prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions shown on the plans. This specification shall be used for all structural and miscellaneous concrete including signage bases.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Engineer before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

- a. Reactivity.** Fine and Coarse aggregates to be used in all concrete shall be evaluated and tested by the Contractor for alkali-aggregate reactivity in accordance with both ASTM C1260 and C1567. Aggregate and mix proportion reactivity tests shall be performed for each project.

 - (1)** Coarse and fine aggregate shall be tested separately in accordance with ASTM C1260. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.10% at 28 days (30 days from casting).
 - (2)** Combined coarse and fine aggregate shall be tested in accordance with ASTM C1567, modified for combined aggregates, using the proposed mixture design proportions of aggregates, cementitious materials, and/or specific reactivity reducing chemicals. If lithium nitrate is proposed for use with or without supplementary cementitious materials, the aggregates shall be tested in accordance with Corps of Engineers (COE) CRD C662. If lithium nitrate admixture is used, it shall be nominal 30% $\pm$ 0.5% weight lithium nitrate in water.
 - (3)** If the expansion of the proposed combined materials test specimens, tested in accordance with ASTM C1567, modified for combined aggregates, or COE CRD C662, does not exceed 0.10% at 28 days, the proposed combined materials will be accepted. If the expansion of the proposed combined materials test specimens is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10% at 28 days, or new aggregates shall be evaluated and tested.

610-2.2 Coarse Aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33. Crushed stone aggregate shall have a durability factor, as determined by ASTM C666, greater than or equal to 95. The Engineer may consider and reserve final approval of other State classification procedures addressing aggregate durability.

Coarse aggregate shall be well graded from coarse to fine and shall meet the following gradation shown in the table below when tested per ASTM C136.

Gradation for Coarse Aggregate		
Sieve (square openings)	Designation	Percentage by Weight Passing Sieves
		1" (25mm)
No. 4 to 3/4 in. (4.75-19 mm)		100
No. 4 to 1 in. (4.75-25 mm)		90-100
No. 4 to 1-1/2 in. (4.75-38 mm)		-

610-2.2.1 Aggregate Susceptibility to Durability (D) Cracking. Aggregates that have a history of D-cracking shall not be used.

Coarse aggregate may be accepted from sources that have a 20 year service history for the same gradation to be supplied with no durability issues.

- a. Material currently being produced shall have a durability factor ≥ 95 using ASTM C666. Coarse aggregates that are crushed granite, calcite cemented sandstone, quartzite, basalt, diabase, rhyolite or trap rock are considered to meet the D-cracking test but must meet all other quality tests. Aggregates meeting State Highway Department material specifications may be acceptable with concurrence of the FAA.
- b. The Contractor shall submit a current certification that the aggregate does not have a history of D-cracking and that the aggregate meets the state specifications for use in PCC pavement for use on interstate highways. Certifications, tests and any history reports must be for the same gradation as being proposed for use on the project. Certifications which are not dated or which are over one (1) year old or which are for different gradations will not be accepted. Test results will only be accepted when tests were performed by a State Department of Transportation (DOT) materials laboratory or an accredited laboratory.

610-2.3 Fine Aggregate. The fine aggregate for concrete shall meet the requirements of ASTM C33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of the table below when tested in accordance with ASTM C136:

Gradation for Fine Aggregate

Sieve (square openings)	Designation	Percentage by Weight Passing Sieves
3/8 inch (9 mm)		100
No. 4 (4.75 mm)		95-100
No. 16 (1.18 mm)		45-80
No. 30 (0.60 mm)		25-55
No. 50 (0.30 mm)		10-30
No. 100 (0.15 mm)		2-10

Blending will be permitted, if necessary, to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, if the deficiency does not exceed 5% and is remedied by the addition of pozzolanic or cementitious materials other than Portland cement, as specified in paragraph 610-2.6, Admixtures, in sufficient quantity to produce the required workability as approved by the Engineer.

610-2.4 Cement. Cement shall conform to the requirements of C 150 Type **IIA**.

If aggregates are deemed innocuous when tested in accordance with paragraph 610-2.1.a.1 and accepted in accordance with paragraph 610-2.1.a.3, higher equivalent alkali content in the cement may be allowed if approved by the Engineer and FAA. If cement becomes partially set or contains lumps of caked cement, it shall be rejected. Cement salvaged from discarded or used bags shall not be used.

The Contractor shall furnish vendors' certified test reports for each carload, or equivalent, of cement shipped to the project. The report shall be delivered to the Engineer before use of the cement is granted. All test reports shall be subject to verification by testing sample materials received for use on the project.

610-2.5 Water. The water used in concrete shall be fresh, clean and potable; free from injurious amounts of oils, acids, alkalies, salts, organic materials or other substances deleterious to concrete.

610-2.6 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the Engineer may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

- a. Air-Entraining Admixtures.** Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.
- b. Water-Reducing Admixtures.** Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.
- c. Other chemical admixtures.** The use of set retarding, and set-accelerating admixtures shall be approved by the Engineer. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.7 Premolded Joint Material. Premolded joint material for expansion joints shall meet the requirements of ASTM D 1751.

610-2.8 Joint Filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.9 Steel Reinforcement. Reinforcing shall consist of deformed steel bars conforming to the requirements of ASTM A 615, Grade 60. Welded wire fabric shall conform to the requirements of ASTM A 185.

610-2.10 Materials for Curing Concrete. Curing materials shall conform to ASTM C 309, Type 2, White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B.

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the Engineer.

610-3.2 Concrete Composition. The concrete shall develop a compressive strength of **4,000** psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cement per cubic yard (280 kg per cubic meter). The concrete shall contain 5% of entrained air, $\pm 1\%$, as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 Acceptance Sampling and Testing. Concrete for each structure will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The concrete shall be sampled in accordance with ASTM C172. Concrete cylindrical compressive strength specimens shall be made in accordance with ASTM C31 and tested in accordance with ASTM C39. The Contractor shall cure and store the test specimens under such conditions as directed by the Engineer. The Engineer will make the actual tests on the specimens at no expense to the Contractor.

610-3.4 Qualifications for Concrete Testing Service. Perform concrete testing by an approved laboratory and inspection service experienced in sampling and testing concrete. Testing agency must meet the requirements of ASTM C1077 or ASTM E329.

610-3.5 Proportioning and Measuring Devices. When package cement is used, the quantity for each batch shall be equal to one or more whole sacks of cement. The aggregates shall be measured separately by weight. If aggregates are delivered to the mixer in batch trucks, the exact amount for each mixer charge shall be contained in each batch compartment. Weighing boxes or hoppers shall be approved by the Engineer and shall provide means of regulating the flow of aggregates into the batch box so the required, exact weight of aggregates is obtained.

610-3.6 Consistency. The consistency of the concrete shall be determined by the slump test specified in ASTM C143.

610-3.7 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94.

610-3.8 Mixing Conditions. The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material shall not be permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.9 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the Engineer. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface. The forms shall not be removed until at least 30 hours after concrete placement for vertical faces, walls, slender columns, and similar structures. Forms supported by falsework under slabs, beams, girders, arches, and similar construction shall not be removed until tests indicate the concrete has developed at least 60% of the design strength.

610-3.10 Placing Reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.11 Embedded Items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.12 Placing Concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the Engineer. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.13 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309, Guide for Consolidation of Concrete. Where bars meeting ASTM A775 or A934 are

used, the vibrators shall be equipped with rubber or non-metallic vibrator heads. Furnish a spare, working, vibrator on the job site whenever concrete is placed. Consolidate concrete slabs greater than 4 inches (100 mm) in depth with high frequency mechanical vibrating equipment supplemented by hand spading and tamping. Consolidate concrete slabs 4 inches (100 mm) or less in depth by wood tampers, spading, and settling with a heavy leveling straightedge. Operate internal vibrators with vibratory element submerged in the concrete, with a minimum frequency of not less than 6000 cycles per minute when submerged. Do not use vibrators to transport the concrete in the forms. Penetrate the previously placed lift with the vibrator when more than one lift is required. Use external vibrators on the exterior surface of the forms when internal vibrators do not provide adequate consolidation of the concrete. Vibrators shall be manipulated to work the concrete thoroughly around the reinforcement and embedded fixtures and into corners and angles of the forms. The vibration at any point shall be of sufficient duration to accomplish compaction but shall not be prolonged to where segregation occurs. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie or other approved method and shall not be disturbed after placement.

610-3.14 Construction Joints. If the placement of concrete is suspended, necessary provisions shall be made for joining future work before the placed concrete takes its initial set. For the proper bonding of old and new concrete, provisions shall be made for grooves, steps, reinforcing bars or other devices as specified. The work shall be arranged so that a section begun on any day shall be finished during daylight of the same day. Before depositing new concrete on or against concrete that has hardened, the surface of the hardened concrete shall be cleaned by a heavy steel broom, roughened slightly, wetted, and covered with a neat coating of cement paste or grout.

610-3.15 Expansion Joints. Expansion joints shall be constructed at such points and dimensions as indicated on the drawings. The premolded filler shall be cut to the same shape as the surfaces being joined. The filler shall be fixed firmly against the surface of the concrete already in place so that it will not be displaced when concrete is deposited against it.

610-3.16 Defective Work. Any defective work discovered after the forms have been removed, which in the opinion of the Engineer cannot be repaired satisfactorily, shall be immediately removed and replaced at the expense of the Contractor. Defective work shall include deficient dimensions, or bulged, uneven, or honeycomb on the surface of the concrete.

610-3.17 Surface Finish. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated. Mortar finishing shall not be permitted, nor shall dry cement or sand-cement mortar be spread over the concrete during the finishing of horizontal plane surfaces.

The surface finish of exposed concrete shall be a rubbed finish. If forms can be removed while the concrete is still green, the surface shall be wetted and then rubbed with a wooden float until all irregularities are removed. If the concrete has hardened before being rubbed, a carborundum stone shall be used to finish the surface. When approved, the finishing can be done with a finishing machine.

610-3.18 Curing and Protection. All concrete shall be properly cured and protected by the Contractor. The concrete shall be protected from the weather, flowing water, and from defacement of any nature during the project. The concrete shall be cured by covering with an approved material as soon as it has sufficiently hardened. Water-absorptive coverings shall be thoroughly saturated when placed and kept saturated for at least three (3) days following concrete placement. All curing mats or blankets shall be sufficiently weighted or tied down to keep the concrete surface covered and to prevent the surface from being exposed to air currents. Wooden forms shall be kept wet at all times until removed to prevent

opening of joints and drying out of the concrete. Traffic shall not be allowed on concrete surfaces for seven (7) days after the concrete has been placed.

610-3.19 Drains or Ducts. Drainage pipes, conduits, and ducts that are to be encased in concrete shall be installed by the Contractor before the concrete is placed. The pipe shall be held rigidly so that it will not be displaced or moved during the placing of the concrete.

610-3.20 Cold Weather Placing. When concrete is placed at temperatures below 40°F (4°C), the Contractor shall provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, shall be heated to place the concrete at temperatures between 50°F and 100°F (10°C and 38°C).

Calcium chloride may be incorporated in the mixing water when directed by the Engineer. Not more than pounds (908 grams) of Type 1 nor more than 1.6 pounds (726 grams) of Type 2 shall be added per bag of cement. After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50°F (10°C) until at least 60% of the designed strength has been attained.

610-3.21 Hot Weather Placing. Concrete shall be properly placed and finished with procedures previously submitted. The concrete-placing temperature shall not exceed 80°F when measured in accordance with ASTM C1064. Cooling of the mixing water and aggregates, or both, may be required to obtain an adequate placing temperature. A retarder meeting the requirements of paragraph 610-2.6 may be used to facilitate placing and finishing. Steel forms and reinforcement shall be cooled prior to concrete placement when steel temperatures are greater than 120°F (50°C). Conveying and placing equipment shall be cooled if necessary to maintain proper concrete-placing temperature. Submit the proposed materials and methods for review and approval by the Engineer, if concrete is to be placed under hot weather conditions.

610-3.22 Filling Joints. All joints that require filling shall be thoroughly cleaned, and any excess mortar or concrete shall be cut out with proper tools. Joint filling shall not start until after final curing and shall be done only when the concrete is completely dry. The cleaning and filling shall be done with proper equipment to obtain a neat looking joint free from excess filler.

METHOD OF MEASUREMENT

610-4.1 No direct measurement will be made for this item. **This work shall be included in other associated pay items.**

BASIS OF PAYMENT

610-5.1 No direct payment shall be made for this item. **All work associated with this item shall be considered incidental and be included in the costs of other associated pay items.**

TESTING REQUIREMENTS

ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C138	Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1064	Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1567	Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregates (Accelerated Mortar-Bar Method)
ASTM E329	Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
U.S. Army Corps of Engineers (USACE) Concrete Research Division (CRD) C662	Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials, Lithium Nitrate Admixture and Aggregate (Accelerated Mortar-Bar Method)

MATERIAL REQUIREMENTS

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A185	Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

ITEM C-101

SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

All seed and sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services and all applicable state laws, and shall be approved by the Engineer before installation.

All seed, sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council (FLEPPC, <https://www.fleppc.org>). Any plant officially listed as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Any such noxious or invasive plant or plant part found to be delivered in seed, sod or mulch will be removed by the Contractor at his expense and in accordance with the law.

All materials shall meet plant quarantine and certification entry requirements of Florida Department of Agriculture & Consumer Services, Division of Plant Industry Rules.

The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached stating the date of harvest, LOT number, percent purity, percent germination, noxious weed certification and date of test.

Each of the species or varieties of seed shall be furnished and delivered in separate labeled bags. During handling and storing, the seed shall be cared for in such a manner that it will be protected from damage by heat, moisture, rodents and other causes.

All permanent and temporary turf seed shall have been tested within a period of six months of the date of planting.

All permanent and temporary turf seed shall have a minimum percent of purity and germination as follows:

1. All Bahia seed shall have a minimum pure live seed content of 95% with a minimum germination of 80%.
2. Bermuda seed shall be of common variety with a minimum pure live seed content of 95% with a minimum germination of 85%.
3. Annual Type Ryegrass seed shall have a minimum pure live seed content of 95% with a minimum germination of 90%.

Table 1

Seed	Rate of Application
Pensacola Bahia	75

Bermuda (Hulled)	90
Bermuda (Unhulled)	90

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

a. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

b. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 No direct measurement will be made for this item. **This work shall be included in other associated pay items.**

BASIS OF PAYMENT

901-5.1 No direct payment shall be made for this item. **All work associated with this item shall be considered incidental and be included in the costs of other associated pay items.**

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

SECTION 260500

ELECTRICAL GENERAL

PART 1 GENERAL

1.1 General Requirements

- A. General Conditions: Refer to the General Conditions, the Supplementary General Conditions and the Special Conditions, all provisions of which apply to work under this section as if written in full herein.
- B. The scope of work to be done under this section of the specifications shall include the furnishing of labor, material, equipment and tools required for the complete installation of systems for power, lighting, signals and all other work indicated on the drawings or as specified herein. A 100% operational building and electrical distribution system up to a connection point for Owner furnished equipment will be provided.
- C. The drawings and specifications are complementary to each other and what is called for by one shall be as binding as if called for by both.

1.2 Standards

- A. All work shall conform to all ordinances and regulations of the City, County, State and/or other authorities having jurisdiction in accordance with the requirements of the following codes, standards and design guides:
 - 1. The 2011 edition of the National Electrical Code (NFPA 70) with local Amendments.
 - 2. The 2009 edition of the International Building Code with local Amendments.
 - 3. The 2009 edition of the International Fire Code with local Amendments.
 - 4. The National Electrical Safety Code (ANSI C-2)
 - 5. Regulations of the local utility company with respect to metering and service entrance
 - 6. Local city and county ordinances governing electrical work
 - 7. Americans with Disabilities Act (Public Law 101-336)

1.3 Permits

- A. The Contractor shall obtain all permits and inspections required for the installation of this work and pay all charges incident thereto. He shall deliver to the Architect all certificates of said inspection.

1.4 Work Included

The electrical systems installed and work performed under this division of the specifications shall include but not necessarily be limited to those listed below. All labor, materials, appliances, and equipment obviously a part of the electrical systems and necessary to its proper operation, but not specifically mentioned or shown on the drawings, shall be furnished and installed without additional charge.

- A. Power Distribution System
- B. Outdoor lighting systems including all fixtures, poles, standards, switches, outlets, wiring, dimmers, contactors, time clocks, photocells, batteries, raceways and other components and fittings required for complete lighting systems
- C. Branch circuit and feeder wiring, including but not limited to power branch circuit connections for Lighting, devices and equipment.
- D. Grounding Systems
- E. Temporary service lighting and power system
- F. Low voltage system raceways and equipment mounting boards as indicated on the drawings
- G. Underground raceway excavation, backfill, and compaction
- H. Concrete work for duct banks, manholes, covering, lighting standard bases and equipment bases (where not assigned to General Contractor)
- I. Electrical Equipment Identification
- J. Supporting Devices for Electrical Components
- K. Work as required by electric and telecommunication utilities, as well as the coordination of additional work (i.e. work performed by the utility) with that of other trades
- L. Electrical Demolition
- M. Testing and reports

1.5 Drawings

- A. Drawings are generally diagrammatic and show the arrangement and location of fixtures, equipment and conduit. The Contractor shall carefully investigate the structural and finish conditions affecting his work and arrange his work accordingly. Should conditions on the job make it necessary to rearrange conduit or equipment, the Contractor shall so advise the Engineer and secure approval before proceeding with such work.
- B. Where exact locations are required by equipment for stubbing-up and terminating conduit concealed in floor slabs, the Contractor shall request shop drawings, equipment location drawings, foundation drawings, and any other data required by him to locate the concealed conduit before the floor slab is poured. All final floor slab penetrations shall be closely coordinated with architectural

design drawings prior to rough-in. Any conflicts found during construction shall be immediately relayed to Architect and Engineer for design modification and/or field direction.

- C. Materials, equipment or labor not indicated but which can be reasonably inferred to be necessary for a complete installation shall be provided. Drawings and specifications do not undertake to indicate every item of material, equipment, or labor required to produce a complete and properly operating installation.
- D. Locate pull boxes, panel boards, control devices, terminal cabinets, safety switches and such other apparatus as may require periodic maintenance, operation, or inspection, so that they are easily accessible. If such items are shown on the plans in locations which are found to be inaccessible, the Engineer must be advised of the situation before work is advanced to the point where extra costs will be involved.
- E. All additional circuit connections to panel boards must be pre-approved by the Engineer.
- F. The location, arrangement and extent of equipment, devices, conduit, and other appurtenances related to the installation of electrical work shown on drawings are approximate. The Contractor shall not scale drawings, but shall refer to the architectural drawings for exact dimensions of building components. Should a conflict exist between the architectural and engineering drawings regarding dimensions and scale, the Contractor shall notify the Architect of the discrepancy.
- G. Verify the ceiling type, ceiling suspension systems, and clearance above hung ceilings prior to ordering lighting fixtures. Notify the Engineer of any discrepancies.
- H. Review all architectural drawings for door swings, cabinets, counters and built-in equipment.
- I. All fire alarm design information on electrical design drawings are shown for performance specification only. Final fire alarm design shall be provided and certified by licensed fire protection engineer. Drawings and fire alarm design shall be the sole responsibility of the electrical contractor's fire protection sub-contractor and shall be provided as a part of the electrical construction base bid pricing.

1.6 Operation And Maintenance Manuals

- A. The Contractor shall prepare a minimum of two (2) instruction manuals, one of which shall be submitted to the Architect for the Engineer's review, describing installation, operation and maintenance of all Electrical equipment. Manuals shall include copies of control schematics, sequences of operation, indicate the function and operations of all components, as well as the Contractor's name, address, and telephone number. Manuals shall also contain one copy of all manufacturer's drawings, pamphlets, data, parts lists, and instruction manual for each piece of equipment. Upon approval, one copy shall be delivered to the Owner; one copy shall be kept by the

Contractor. The pamphlets and drawings are to be neatly bound in a 3-ring binder(s).

1.7 As-Built Drawings

- A. The Contractor shall maintain a record of all changes in the work from that shown in the Contract Documents. After all work is completed, the Contractor shall prepare a set of “as-built” reproducible drawings of similar type and quality as the Contract Drawings that reflect all changes and that accurately show actual final construction, and deliver these drawings to the Architect.

1.8 Equipment, Materials And Bid Basis

- A. Manufacturers’ names, model numbers, etc. as specified on the drawings and herein are for the purpose of describing type, capacity, function and quality of equipment and materials required.
- B. Unless “approved equal” is specifically stated, bids shall be based on equipment names in specifications or on drawings as “base” products.
- C. The Contractor shall coordinate the installation of all electrical equipment proposed for use in this project with all building trades (architectural, structural, mechanical, etc.). Coordination shall be accomplished prior to, and shall be reflected in, the submittal of shop drawings for approval. When substitution of equipment is made, the Contractor shall be responsible for the costs of any item and engineering and construction revisions necessary in his or any other contract or trade that may be required to satisfy the plans and specifications.
- D. If substitutions are made in lieu of equipment specified, the manufacturer’s literature shall be submitted to the Engineer for approval. In the case of lighting fixtures, full IES photometric test reports for the fixture, lamp(s), and lenses shall be submitted for approval.

1.9 Submittals

- A. The Contractor shall prepare, submit, and obtain Engineer’s review of manufacturers’ submittals on the following equipment and systems prior to ordering, purchasing, or installation of any equipment or materials. All required submittals shall be transmitted simultaneously in hard ring binders with the associated specification section and the item submitted clearly identified. Partial submittals will be returned without review.
- B. All shop drawing approvals required by any code or enforcement authority, insurance underwriter, etc. shall be obtained prior to being submitted to the Engineer.
- C. Review of shop drawings by the Engineer does not relieve the Contractor from responsibility for

complying with all requirements of the Contract Documents. Furthermore, it shall be the responsibility of the Contractor to coordinate the requirements (roof penetrations, wall penetrations, floor penetrations, curbs, electrical, etc.) of all approved equipment with the other trades and disciplines at no additional cost.

- D. All shop drawings shall be identified by the equipment mark or tag identification numbers shown on the Contract Drawings. Each individual submittal item shall be marked to show which specification section pertains to the item.

1.10 Renovations And Additions

- A. Prior to the ordering or purchasing of any equipment or materials or the layout or installation of any work, the Contractor shall examine the premises and verify any and all of the existing conditions under which he will be obliged to operate, or that will in any manner affect the work under this Contract.
- B. Work requiring interruption of electrical power which would adversely affect the normal operation of the other portions of the Owner's property, shall be done at a time other than normal working hours and scheduled in advance with the Owner. Normal working hours shall be considered eight a.m. to five p.m. Monday through Friday. Schedule all outages with the Owner prior to the shutdown.
- C. Prior to submitting bids on the project, visit the site of the work to become aware of existing conditions which may affect the cost of the project.
- D. Where work under this project requires extension, relocation, reconnection or modifications to existing equipment or systems, the existing equipment or systems shall be restored to their original and operating condition.
- E. Extend new homeruns or circuit extensions, where required. Disconnect and remove all equipment indicated to be demolished, including outlets, devices, raceways and conductors.
- F. Care shall be exercised in the removal and storage of equipment indicated to be relocated or removed and reused.
- G. Provide all coring, cutting and patching to existing walls, floors, etc., required for the removal of existing work or the installation of new work.
- H. All equipment removed in the renovation area is to be removed from the site. No existing pipe or materials are to be removed and reused on the renovation.

1.11 Coordination Of Trades

- A. The Contractor shall give full cooperation to other trades, and shall furnish all information necessary to permit the work of all trades to be installed satisfactorily and with least possible interference or delay.
- B. Work shall not be performed without first coordinating the installation of same with other trades. The Contractor, at his own expense, shall relocate all uncoordinated equipment installed should they interfere with the proper installation and mounting of other equipment.

1.12 Warranty

- A. All equipment furnished and installed under this Contract shall be provided with the manufacturer's standard warranty unless otherwise noted.
- B. The Contractor shall make good all defects in material, equipment, or workmanship disclosed within a period of one (1) year from date of building acceptance by the Owner. The phrase "make good" shall mean to furnish promptly, without charge, all work necessary to remedy the defects to the satisfaction of the Engineer.

1.13 Temporary Light And Power

- A. The Contractor shall provide a temporary service of the amperage and voltage required by the Project Manager.
- B. Sufficient wiring, outlets and lamps shall be installed to ensure proper lighting in accordance with OSHA, state and municipal codes. Refer to Division 1 specifications for requirements.

1.14 Equipment Requiring Electrical Service

- A. Review all specification sections and drawings including mechanical, plumbing and other equipment drawings and other divisions of the specifications for equipment requiring electrical service. Provide service to and make connections to all such equipment requiring electrical service.
- B. Prior to installing material such as electrical equipment, devices, feeders, or branch circuits serving equipment of all other trades, the Contractor shall coordinate with the electrical requirements of the equipment to be installed.

1.15 Mechanical Systems Coordination

- A. All control wiring for mechanical systems shall be installed under Division 15.

- B. Motor controllers (starters) shall be furnished under Division 15 and installed under Division 16, unless specified otherwise.
- C. Power wiring to all motors and motor controllers and between motors and controllers shall be provided in Division 16.

Part 2 Products

2.1 General Requirements

- A. All equipment, materials, accessories, etc. used shall be new and of current production unless specified otherwise. Equipment not specified in the Contract Documents shall be suitable for the intended use and shall be subject to approval by the Engineer.
- B. All equipment, products and materials shall be free of defects and shall be constructed to operate in a safe manner without excessive noise, vibration, leakage, or wear.
- C. All equipment shall bear the inspection label of Underwriters Laboratories Inc.
- D. All equipment and material for similar applications or systems shall be provided from the same manufacturer unless noted otherwise.
- E. The published standards and requirements of the National Electrical Manufacturers Association, the American National Standard Institute, the Institute of Electrical and Electronic Engineers, and the American Society of Testing Materials, are made a part of these specifications and shall apply wherever applicable.

2.2 Identification

- I. Equipment or devices specified in the individual sections to be identified shall be identified by machine cut stencil unless the equipment is identified by the manufacturer. Identification of flush mounted cabinets and panel boards shall be on the inside of the device. Surface mounted equipment shall be identified on the outside cover. Equipment operating on 120/208 volt or 277/80 volt systems shall be identified with black labels with white inner core.

Part 3 Execution

3.1 General Requirements

- A. Mounting heights, unless otherwise noted, are to be center line of the equipment and/or device except the mounting height of suspended light fixtures which is to the bottom of fixture.
- B. All work shall be designed and installed to comply with the requirements for the seismic design category and use group for the area in which the building is constructed.

3.2 Excavation, Trenching & Backfilling

- A. Contractor shall call underground utility locator company before digging.
- B. Barricades shall be provided around open holes and trenches. Temporary bridges shall be provided over trenches cut through major sidewalk routes. Major sidewalk routes shall not be closed to pedestrian traffic.
- C. Barriers shall be provided to protect landscaping adjacent to the excavation area.
- D. When rocks, concrete or other debris are encountered during excavation, remove completely.
- E. Where sidewalk sections must be removed for installation of underground ducts, remove the sidewalk sections completely from joint to joint.
- F. Where asphalt must be removed for installation of underground ducts, saw cut the asphalt in two, straight, parallel lines.
- G. Backfill excavations in 6-inch layers and mechanically compact to 98 percent compaction.
- H. Excavated materials may be used as backfill only if the backfill is sand or clean dirt that is free of rocks and debris over 3/4" in diameter.
- I. In landscaped areas, backfill and mechanically compact to a depth of 6 inches below grade.
- J. Backfill the last 6 inches with clean topsoil. Reseed lawn areas.
- K. Restore concrete sidewalks and asphalt.
- L. The Contractor shall perform all excavation to install the work herein specified and as indicated on drawings. During excavation, material for backfilling shall be piled back from the banks of the trench to avoid overloading and to prevent slides and cave-ins. All excavated materials not to be used for backfill shall be removed and disposed of by the Contractor. Grading shall be done to prevent surface water from flowing into trenches and others excavation and any water accumulating therein shall be removed by pumping. All excavation shall be made by open cut. No tunneling shall be done except under pavement.
- M. The bottom of the trenches shall be graded to provide uniform bearing and support for conduits, cables, or duct bank on undisturbed soil at every point along its entire length. Overdepths shall be backfilled with loose, granular, moist earth, and tamped. Remove unstable soil that is not capable of supporting equipment or installation and replace with specified material for a minimum of 12" below invert of equipment or installation.
- N. The trenches shall be backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand and gravel or soft shale, free from large clods of earth and stones,

deposited in 6" layers and tamped until the crown of the pipe is covered by a minimum of 6" of tamped earth. The backfill under and beside the pipe shall be compacted for pipe support. Backfill shall be brought up evenly on both sides of the pipe so that the pipe remains aligned.

In instances where the manufacturer's installation instructions for materials are more restrictive than those prescribed by the code, the material shall be installed in accordance with the more restrictive requirement. The backfilling shall be carried on simultaneously on both sides of the trench so that injurious pressures do not occur. The compaction of the filled trench shall be at least equal to 98% of the maximum density as determined by the Standard Proctor Test. Settling the backfill with water will not be permitted. Reopen any trenches not meeting compaction requirements or where settlement occurs, refill, compact, and restore the surface to the grade and compaction indicated, mounded over and smoothed off. A metallic lined underground warning tape shall be provided 12" below finished grade. The tape shall be red for electrical lines and orange for telephone and shall be identified as to the type of line.

- O. Perform excavation and backfilling work in accordance with applicable portions of the earthwork section.

3.3 Storage And Protection Of Materials

- A. Refer to the general requirements section of the specifications, Division 1, for storage, protection, and handling requirements.
- B. Inspect materials upon arrival at project and verify conformance to Contract Documents. Prevent unloading of unsatisfactory material.
- C. Store packaged materials in original undamaged condition with manufacturer's labels and seals intact.
- D. Containers which are broken, opened, watermarked, or otherwise damaged materials are unacceptable and shall be removed from premises.
- E. Equipment and materials shall not be installed until such time as the environmental conditions of the job site are suitable to protect the equipment or materials. Equipment or materials damaged or which are subjected to these elements are unacceptable and shall be removed from the premises and replaced.

3.4 Concrete Work

- A. Construct curbs, pads, vaults and similar supports for electrical equipment where required.
- B. Provide 4" thickness housekeeping pads at floor mounted equipment, covering entire area occupied by equipment. Dowel pads to structural slab.

- C. Perform concrete work in accordance with applicable portions of Concrete sections. Minimum compressive strength of concrete shall be same as specified for slabs on grade.

3.5 Painting

- A. Except as otherwise specified, painting shall be accomplished under Painting Section. Surfaces shall be left clean of debris and free from oil and other substances which would prevent paintbond.
- B. Touch up finishes of factory painted apparatus where finish is marred during installation.
- C. Where galvanizing is broken during fabrication or installation, recoat exposed areas with cold galvanizing compound.
- D. Do not paint over nameplates on equipment, nonferrous hardware, accessories or trim.

3.6 Workmanship

- A. All materials and equipment shall be installed and completed in a first class workman like manner and in accordance with the best modern methods and practices. Any material installed which do not represent an orderly reasonably neat or workmanlike appearance shall be removed and replaced when so directed by the Engineer, at the contractor's expense. All conduit, wiring, etc. shall be routed/supported parallel and perpendicular to all adjacent structures, interior walls, etc. where allowable.

3.7 Electrical Testing

- A. Furnish all labor, materials, instruments, supplies, and services and bear all costs for the accomplishment of the tests herein specified or requested at job site. Correct all defects appearing under test, and repeat the tests until no defects are disclosed, leave the equipment clean and ready for use.
- B. All grounds, crosses, shorts, etc., must be eliminated from the wiring. Test all lighting fixtures, together with switches and controls; test the operation of all motors, controllers, and other electrical equipment devices.
- C. The switchboard and all feeders shall be Meggar tested. A copy of all test reports shall be given to the Engineer.
- D. The Contractor shall perform any tests other than herein specified which may be required by the Engineer or the authority having jurisdiction.
- E. Perform the following tests after installation but before energizing the equipment. The following

tests and procedures apply to all equipment and material that is to be tested under this Contract.

1. Transformers

- a. Visually inspect all components for damage, check bushings and insulators for cracks; transformer casing for evidence of leakage; pressure, temperature and liquid level gauges for proper indications.

2. Ground Resistance

- a. Visually inspect for specified ground connections.
- b. Perform ground resistance test at all connections to switchboards and panel boards.
- c. Use three point or fall of potential method.
- d. Verify single point connection (at the counterpoise) between the grounded and grounding systems.
- e. Additional ground rod is required if resistance is greater than 25 ohms.

3. Switchboards and Panel boards

- a. Visually inspect all components for damage.
- b. Check operation of circuit breakers/fusible switches.

4. Ground Fault Systems

- a. Visually inspect for damage and improper connections.

5. Transfer and Other Relay Schemes

6. Investigate intended function, and verify correct operation.

- F. The Engineer shall be notified immediately of any unfavorable test results or indication of faulty equipment. No piece of equipment shall be energized until the test data is evaluated and the equipment is proven acceptable.
- G. If the test and inspection data submitted should indicate deficiencies in the operation of the electrical apparatus or in the manufacturer thereof, the Contractor shall promptly implement the necessary adjustments, corrections, modifications and/or replacements necessary to meet the specified requirements.

3.8 Training

- A. Upon completion of the work, the Contractor shall conduct operation and training session(s) for the Owner's key personnel. These sessions shall be of sufficient length and duration to adequately explain the design intent and proper operating and maintenance techniques for all equipment and systems.

After these sessions are completed, the Contractor shall provide a copy of a signed statement by the Owner that his personnel are thoroughly familiar with and capable of operating all equipment and systems.

End of Section 260500

SECTION 260526

GROUNDING

PART 1 GENERAL

1.1 Description

- A. The work required under this section of the Specifications consists of furnishing, installation and connections of the building grounding system. Exterior branch circuit wiring and feeder conductors extended beyond the building are included. The building electrical system shall be 3-phase, 4-wire grounded wye system supplemented with equipment grounding system. Equipment grounding system shall be established with equipment grounding conductors; the use of metallic raceways for equipment grounding is not acceptable.

1.2 Regulatory Requirements

- A. Install a complete grounding system in accordance with the National Electrical Code Article 250 and all associated sub-sections.

PART 2 PRODUCTS

2.1 General Requirements

- A. Provide all materials under this section of the specifications.
- B. All materials shall be new, UL Listed, and bear a UL Label.
- C. Refer to Division 16120 - Conductors for conductor specification.

2.2 Grounding Conductors

- A. Grounding electrode conductor shall be bare or green insulated copper conductor sized as indicated on the Drawings.
- B. Equipment grounding conductors shall be green insulated conductors sized as indicated on the Drawings. Where size is not indicated on the Drawings, conductor size shall be determined from the National Electrical Code table on sizes of equipment grounding conductors.
- C. Bonding jumpers shall be flexible copper bonding jumpers sized in accordance with the National Electrical Code tables for grounding electrode conductors.

2.3 Panelboards, Transformers, And Disconnect Switches

- A. Provide each low voltage distribution and branch circuit panelboard with a copper equipment grounding bar brazed or riveted to the associated enclosures or cabinet and an insulated neutral bar.
- B. Provide a conductor termination grounding lug bonded to the enclosure of each equipment item.

2.4 Devices

- A. Each receptacle and switch device shall be furnished with a grounding screw connected to the metallic device frame.

2.5 Ground Rods

- A. Ground rods shall be 3/4" x 10'-0" copper clad steel.

2.6 Grounding Lugs For Low Voltage Systems

- A. Grounding Lugs and Hardware
 - 1. Grounding lugs shall be 2-hole and installed with a crimper that when properly executed the die of the crimper impresses the die # on the lug base. All lugs shall be sleeved with clear heat-shrink to allow for inspection of the crimp. Silicon bronze or stainless steel bolts and washers shall be used to install lugs to equipment. Exothermic welding is also allowed.

2.7 Grounding Busbars For Low Voltage Systems

- A. Grounding Busbar
 - 1. The grounding busbar shall be made of 1/4" thick solid copper.
 - 2. The grounding busbar shall be installed with minimum clearance, 1" offsets and 1-1/2" insulators.
 - 3. The grounding busbar shall accommodate 2-hole compression lugs.
 - 4. The grounding busbar shall meet or exceed J-STD-607-A requirements.

PART 3 EXECUTION

3.1 Installation

- A. Ground all non-current carrying parts of the electrical system including raceways, equipment frames and enclosures, outlet boxes, junction boxes, and other conductive material in close proximity with electrical circuits.
- B. Service entrance and separately derived electrical systems, grounding electrode system
 - 1. The grounded conductor(s) of the electrical service serving the premises wiring system shall be

connected to the neutral bus bar in the service equipment which shall be grounded to the cold water system, the ground rod system, and other grounding electrodes specified herein or indicated on the Drawings. Grounding electrode conductors shall be installed rigid, nonmetallic conduit to point of ground connection, unless subject to physical damage in which case it shall be installed in galvanized rigid steel.

2. Make connection to main water line entering the building. Make connections ahead of any valve or fittings whose removal may interrupt ground continuity.
 3. Bond together the following systems to form the grounding electrode system. All system connections shall be made to the electrodes as close as possible to the service entrance equipment and each connected at the service entrance equipment neutral bus. Do not connect electrode systems together except at neutral bus.
 - a. Cold water piping system
 - b. Ground rod system
 - c. Rebar in concrete footing
 - d. Structural steel metal building frame
 4. Ground the neutral of all dry type transformers to either building steel or a common grounding electrode conductor connected to a service ground. Transformers shall be bonded to the nearest available point on the interior water piping system. In reinforced concrete structures building steel shall be considered to be reinforcing steel of vertical columns.
 5. Grounding electrode connections to structural steel, reinforcing bars, ground rods, or where indicated on the Drawings shall be with chemical exothermic weld connection devices recommended for the particular connection type. Connections to piping shall be with UL Listed mechanical ground clamps.
 6. Where there is more than one service to a building or interconnected buildings, services shall be connected by means of a grounding electrode conductor.
 7. Bonding shall be in accordance with the National Electrical Code.
 8. Install ground rods where indicated on the Drawings with the top of the ground rods 12 inches below finished grade.
- C. Equipment Grounding Conductor
1. Grounding conductors for branch circuits are not shown on the Drawings; however, grounding conductors shall be provided in all branch circuit raceways and cables.
 2. Grounding conductors for feeders are typically indicated on the Drawings and the raceway is sized to accommodate grounding conductor shown. Where grounding conductor size is not indicated on the Drawings, conductor shall be in accordance with the equipment grounding

conductor table of the National Electrical Code.

D. Other Grounding Requirements

1. Each telephone backboard shall be provided with a No. 6 grounding conductor. When backboard is located in vicinity of electrical service equipment, the “point of grounding” of this conductor shall be the main cold water service with connections made ahead of any valves or joints. Remote backboards shall use building steel as “point of ground.” Terminate conductor by stapling to backboard.

2. At each building expansion joint flexible copper bonding jumpers shall be attached to building structure by chemical weld process. Install bonding jumpers in concealed locations that will not subject connections or jumpers to physical abuse. Install 100' on centers across expansion joints.

3.2 Testing

- A. Upon completion of the ground rod installation, the Contractor shall test the installation in accordance with the “Electrical Testing” section of Division 16000 - Electrical General. Grounding resistance reading shall be taken before connection is made to the building cold water piping system. Ground resistance readings shall not be taken within 48 hours of rainfall.

3.3 Grounding For Low Voltage Systems

- A. The grounding and bonding system that supports low voltage systems shall be designed in accordance with the recommendations contained in the J-STD-607-A Telecommunications Bonding and Ground Standard.
- B. All telecommunications rooms shall be equipped with a telecommunications ground busbar (TGB). Each TGB shall be connected to the building’s electrical ground at the electrical room closest to its proximity.
- C. All wires used for communications grounding purposes shall be identified with green insulation. Non-insulated wires shall be identified at each termination point with a wrap or green tape. All cables and busbars shall be identified and labeled in accordance with the ANSI/TIA/EIA-606-A.

End of Section 260526

SECTION 335643

ABOVE GROUND AVIATION FUEL FARM IMPROVEMENTS AND SELF SERVED DISPENSING SYSTEM

PART 1 GENERAL

1.1 SCOPE This section specifies the requirements for above ground storage tanks (AST) used for fuel storage, requirements for fuel pumps, dispensers, and requirements for accessories.

1.2 APPLICABLE PUBLICATIONS

A. National Fire Protection Association (NFPA):

1. NFPA 30 – Flammable and Combustible Liquids Code
2. NFPA 407 – Aircraft Fueling Operations
3. NFPA 70 – (NEC)

B. Underwriters Laboratories, Inc. (UL):

1. UL 142 – Standard for Steel Above ground Tanks for Flammable and Combustible Liquids.

C. Energy Institute (EI)

1. EI – 1529 Aviation Fuel Hoses
2. EI – 1540 Latest Edition, Design, Construction, Operation and Maintenance of Aviation Fueling Facilities.
3. EI - 1500, 1542, 1581, 2000
4. EI – 609, 607

D. ATA 103 Standards for Jet Fuel Quality Control

1.3 APPLICABLE LOCAL AND STATE REGULATIONS

A. Florida Administrative Code:

1. FAC 62-762: Above ground Storage Tank System
2. NIST Handbook 44 (Latest Edition)
3. Approvals by Authority having Jurisdiction

1.4 DESCRIPTION OF WORK

A. Furnish all labor, materials, tools, equipment and incidentals required to install above ground fuel storage tank systems, above ground fuel piping, Av-Gas dispensing system with self-serve terminal as shown on the drawing and described in the specifications.

B. All work shall be coordinated with the Owner to minimize the impact to flight operations and limit the impact on fueling service availability. The fuel farm can only be shut down and non-operational during the month of June 2020.

C. All equipment shall be marked with the appropriate service designation. Tanks and filters shall also be labeled with an OSHA/NFPA hazardous communication label.

D. General Requirements:

1. Aviation "AvGas" Fuel Storage Tank:

- a. Tank Capacity: 12,000 gallons
- b. Product: (1) Aviation Gasoline
- c. Tank Type: (1) Aviation Gasoline, (1) UL 142 flame shield double wall above ground horizontal cylinder
- d. Tank Support: box skids

2. Aviation Jet-A Fuel Storage Tank with Manifold Connections Per Base Bid: (Provide an additional 12,000 or 10,000 gallon Jet-A Satellite/Daughter Fuel Tank per Bid Additive 1 or Bid Additive Alternate 1A, if awarded)

- a. Tank Capacity: 12,000 gallons
- b. Product: (1) Jet A
- c. Tank Support: (1) Jet A, UL 142 flame shield Double Wall Aboveground Horizontal Cylinder.
- d. Tank Support: box skids.

3. Aviation AvGas & Jet-A Horizontal Coalescing/Separating Filters

- a. Flow Rate: Min 35 gpm, Max 250 gpm
- b. Product: (1) Aviation Gasoline "AvGas", (1) Jet A
- c. E1-1581, 6th Edition Category-M, Type-S
- d. ASME VIII, Div. 1 rated housing, 150 psig Design Pressure
- e. Accessories:

1. Automatic air vent with value check
2. Pressure relief valve, 75psi
3. Differential pressure gauge with test feature
4. Pressure Gauge 0-100 psi
5. Electric Water Defense
6. Inlet and outlet sample probes
7. Spring Closed Stainless Steel Bottom drain valve

f. Acceptable Manufactures:

1. Parker Velcon
2. FACET Filtration Group

4. NFPA 407 4.1.5.9 30 – Second Relaxation Chamber ASME VIII, Div. 1 rated housing, 150 psig Design Pressure

a. Accessories:

1. Automatic air vent with check valve
2. Pressure relief valve, 75 psi
3. Spring Closed Stainless Steel Bottom drain valve

b. Acceptable Manufactures:

1. Parker Velcon
2. FACET Filtration Group

5. Aviation Storage Tanks Systems Pumps:

- a. Minimal Unloading Flow Rate: 200 gpm
- b. Recirculation Flow Rate: 200 gpm
- c. Refueler Loading Flow Rate: 200 gpm (Jet-A)
- d. Refueler Loading Flow Rate: 180 gpm (Av-Gas)
- e. Product: (1) Aviation Gasoline “AvGas”, (1) Jet A
- f. Type: Centrifugal Pump

g. Motor: 240/480 Explosion Proof (EXP)

6. Aviation Bulk Loading Systems Equipment:

- a. Spring Rewind Static Grounding Reel
- b. Cla-Val 347GF coupler or approved equal (JET)
- c. OPW 1712D coupler or approved equal (AvGas)
- d. Viton Butter-fly shut-off valves, EI-609
- e. Flanged tank shut-off ball valves, EI-607
- f. Aluminum Floating Suction Assembly (JET)
- g. Pump inlet check valve
- h. Pump inlet strainer per design drawings
- i. Positive displacement meter with air eliminator/strainer, mechanical register (Total Control Systems or approved equal)

7. Aviation Gasoline “AvGas” Dispensing Cabinet:

- a. Flow rate: Min – 25 gpm. Max - 35 gpm
- b. Product: (1) Aviation Gasoline
- c. (Receives Fuel Via Above Ground Piping from Avgas Tank Pump)
- d. Aluminum cabinet enclosure with locking access roll up door
- e. EI-1529 1” x 75 ft hose
- f. 115VAC Electric rewind hose reel with push button
- g. Provide self-serve overwing refueling nozzle. (1) for Aviation gasoline
- h. Aviation EI-1581 Horizontal Coalescing/Separating Filter
- i. Accessories:
 - 1. Differential pressure gauge
 - 2. Pressure Gauge 0-100 psi
 - 3. Electric Water Defense

4. Spring Closed Stainless Steel Bottom drain valve

j. Acceptable Manufactures:

1. Parker Velcon

2. FACET Filtration Group

k. Positive displacement meter with air eliminator/strainer, 1/20 USG mechanical register with 100:1 pulsar (Total Control Systems 700-35SPA – or approved equal)

l. Two-Stage Stainless Steel 115V Solenoid activated self-serve control valve

m. Provide remote pump power switch with running light

n. Provide Grounding reel with 75ft cable, heavy duty clip

8. Tank Level Gauge with 90% Capacity Alarm System

a. Morrison 918 level gauge with 90 decibel alarm or approved equal

9. Existing Self Service AV-Gas Kiosk:

a. Existing M4000 QT Pod to be temporarily removed and stored securely to protect it until ready to relocate and reinstall.

1.5 QUALIFICATIONS OF MANUFACTURES

A. Manufacture of Aviation Tank Systems shall be regularly engaged in manufacture of Aviation Fuel Storage and Delivery Systems of types and sized whose products have been in satisfactory use (service) for not less than 10 years. Manufacture shall possess the appropriate skills, experience, competence and required certification to complete the work in accordance with the provision of these specifications.

PART 2 -PRODCUTS

2.1 MATERIALS All materials and equipment used in this project shall be new and shall meet or exceed the following specifications.

A. Steel Plate: All steel plate used in the construction of the storage tanks and related accessories shall conform to ASTM A36

B. Steel Sheet: All steel sheet used in the construction of the storage tables and related accessories shall confirm to ASTM A570 Grade 33.

C. Pipe and Tubing:

1. Tank and dispenser systems pipe: 2.0” and larger 304/304L ASTN SA312 SCH10 Stainless steel, 150#R/F, S/O, ASTM1852 Flange, 90° & 45°, RRRRRRRRRRRRRR 33333333/33333333 ASTM ASTM SA403WPW, SCH10

2. Tank and dispenser systems: 2.0" and smaller 304/304L ASTM SA312 SCH40 Stainless steel

3. Instrument Tubing: ASTM A269 304 Stainless steel .035 wall, Compression Fittings DK-LOK or approved equal

2.2 PRODUCTS

A. Double Wall Protected Above Ground Storage Tank:

1. The AST shall be constructed with materials conforming to the specification found in Section 2.1 and the entire assembly shall be listed by a nationally recognized testing laboratory. The AST shall be constructed by a manufacturer that has been regularly engaged in the manufacture of UL Listed Protected Steel Above Ground Tanks for Flammable and Combustible Liquids. The AST shall be designed and constructed in conformance with NFPA 30. It shall consist of a steel tank and shall meet or exceed the following minimum specifications:

a. The primary tank shall be constructed of steel plate not less than 1/4" thick for tanks with a total capacity of 12,000 gallons. However; in no case shall the primary tank be thinner than specified by UL Standard 2085.

b. The aviation tanks interior shall be lined using two-coats of Epoxy Phenolic. Finish color shall be white.

c. The external surfaces of the tank, nozzles and supports shall be protected from the elements with two coats of high-performance industrial epoxy and urethane coating system. Finish color shall be white.

d. Except for the vent riser pipe and access assembly, if any, the tank shall be fabricated and assembled at the manufacturer's facility.

e. Above ground storage tank shall be by one of the following or approved equal:

1. Modern Welding Company of Florida

2. Highland Tank

3. Alabama Tank

f. Manufacture shall be listed/approved by the Florida Department of Environmental Protection for the style and size of tank being supplied.

g. Provide the tank with all opening in locations and of sizes and arranged as shown on the plans and elevations, and the following nozzle schedule:

Description	Size	Location	Remarks
Manway	24"	Cylinder (Top)	
Inlet	3" 150#	Above Liquid Level	w/internal pipe
Sump Pump Out	3/4" 150#	Cylinder (Top)	w/internal pipe
Leak Detection Monitor	2" **	Cylinder (Top)	Krueger FLDEP EQ-675

		(outer tank only)	
Level Indicator	2" 150#	Cylinder (Top)	
Normal Vent	3" **	Cylinder (Top)	w/pressure/vacuum valve (1)
Emergency Vent	8"	Cylinder (Top)	Primary & Secondary
Outlet	3" 150#	Above Liquid Level	w/floating suction (1)

** Tank Manufacture to confirm size

Notes: (1) For AvGas Tank Only

B. Tank Access Platform and Ladder

1. Provide Aviation tanks with a full height ladder on one side, to be used to reach an access platform across the top of the tank. The access platform shall provide full access to manual stick gauge and floating suctions gauging opening on the top of the tanks. Provide an OSHA compliant handrail on all sides of the access platform.

C. Tank Supports:

1. Provide the tank with two tank supports, box skid type welded to the bottom radius of the tank. Contractor shall be responsible to verify in field the location of existing concrete tank runner foundations and coordinate with manufacturer the locations of the box supports to meet existing foundations accordantly.

2. Contractor shall be responsible to provide 304 stainless steel anchors epoxied in place, number and sizing of anchors as required by manufacturer and in accordance with meeting local and FBC building codes.

D. Tank Signage:

1. Each tank system shall be color coded with required labels and decals affixed to the tank exterior.in the proper location and configuration to meet applicable code requirements.

2. Additional Owner-required signage:

a. Provide confined space warning sign.

b. Proved OSHA/NFPA Hazard Communication label on tank in accordance with NFPA 704.

E. Accessories:

1. Tank Level gauge

2. Fill tube on tank inlet

3. Pressure/vacuum vent valve (AvGas only)

4. Emergency vents

5. Overfill protection valve on inlet

6. External Emergency Fuse Link Fire Valve (suction)
7. Leak detection for interstitial space
8. Hand pump for sump outlet line. GPI HP-100ULK, or equal (AvGas & Jet-A)

2.3 CENTRIFICAL PUMP

A. Manufactures:

1. Gorman Rupp or approved equal.

B. Operating Conditions:

Equipment No.	Description	Flowrate	Differential Pressure	HP
P-101	AvGas Dispensing Cabinet	35		7.5
P-102	AvGas Unload Pump	200		
P-104	Jet A Unload Pump	200		7.5

C. Design Criteria:

1. Supply pumps with all accessories such as coupling, mechanical seal, piping, and instruments all mounted on a common base frame.
2. Pumps shall be suitable for intermittent operation and outdoor installation.
3. Design entire pump, including suction flange, to withstand specified maximum pressure.
4. Closed couple pumps are not acceptable.
5. Coupling shall be of non-lubricated, flexible, spacer disc type and capable of absorbing torsional vibration and shaft misalignment.
6. Removable metal coupling guards (non-sparking type) shall be provided for all exposed rotating elements and shall be in accordance with applicable codes.
7. All equipment, piping, and auxiliaries shall be installed in such a manner so as to permit easy access for operation and maintenance. All instrumentation shall be visible and accessible.

D. Materials:

1. Construct wetted parts of materials resistant to corrosion by and non-contaminating to the liquid being pumped.
2. Grey cast iron shall not be used for pressure-containing parts.

2.4 ACCESSORIES

A. Sump Fuel Recovery Unit:

1. Quantity. (1) Jet-A, (1) AvGas
2. Aluminum or Stainless-Steel Construction
3. Construction Acceptable Manufacturers:
 - a. ABA-CON, Inc. 321-567-4967
 - b. American Environmental Aviation, 631-586-2000
 - c. Schultz Engineered Products, 732-922-4334
 - d. Or approved equal

B. Fuel Management System:

1. Kiosk, M4000 by QT Petroleum on Demand to be relocated and reoriented to be reinstalled accordingly a complete working system.

C. Signage

1. Emergency instructions, per NFPA 407 (8.1.11.2)
2. Operating instructions, per NFPA 407 (8.1.11.3 and 4)

2.5 VENDOR CONTROL PANELS AND REMOTE START-STOP STATIONS

A. Tank manufacturer shall provide EXP motor starters, and remote start-stop station to power and control the AVGAS dispensing cabinet, AVGAS tank pump, JET A tank pump, Tank and cabinet equipment shall be classified hazardous environment and shall be housed in NEMA7.

B. Tank systems shall include the components listed below:

1. One (1) WATER IN FUEL indicator light (Red) for each tank pump
2. One (1) PUMP ON indicator light (Red) Avgas dispensing cabinet
3. Tank Pumps:
 - a. One (1) ON-OFF pump selector switch
 - b. One (1) PUMP ON indicator light (Red)

C. Remote E-STOP emergency pushbuttons shall be classified hazardous environment, red in color and shall be housed in NEMA 7. E-STOP pushbuttons shall be key-to release to reset. See location on drawings.

D. Control operators such as pushbuttons (PB), selector switches (SS), and pilot lights (PL) shall be Eaton Type E34, Square D Company Type SK, or equal. Control operators shall be 30.5mm, round, heavy duty, oil tight NEMA 4X corrosion resistant.

E. Pushbuttons and selector switches shall be non-illuminated, spring release type. Pushbuttons shall include a full guard. Panic stop/alarm pushbuttons shall be red mushroom type with manual-pull release. Pilot lights shall be of the proper control voltage, LED type, visible in direct sunlight.

G. The vendor relay panel shall have one electrical single incoming point of connection with a main circuit breaker sized per National Electrical Code. All relay/control panels shall be constructed under UL 508A standard, by the approved vendor and the vendor shall bear a UL 508A label on the panel.

H. Motor started shall include one circuit breaker and one NEMA-rated, full voltage non-reversing starter.

I. The following control functions and protections shall be provided:

1. Dispensing:

a. The Remote Avgas dispensing cabinet Avgas Tank Pump shall be started/stopped local via start/stop controls. In the OFF mode, the pump shall not operate. In the ON mode, the pump shall operate via the self-serve kiosk user instructions.

b. Provide pump running indication at remote station.

2. Tank Pumps:

a. ON/OFF. In the ON mode, the pump shall be started/stopped local to the pump via start/stop pushbutton controls. In the OFF mode, the pump shall not operate.

b. Provide pump running indication at each remote station.

3. E-Stops: Actuation of any E-STOP pushbutton shall cause all pumps and reels to stop immediately. All power and control to pumps, self-service kiosk, fuel management system shall be removed until the E-Stop push button is reset.

4. Pumps shall automatically restart after a power failure, provided that no safety interlocks are tripped.

5. Provide instrument identification (tagging), calibration, and manufacturer's services.

PART 3 - EXECUTION

3.1 TANK INSTALLATION

A. Above ground tanks shall be installed as recommended by the tank manufacturer and approved by the contractor. Tanks shall be installed in accordance with the manufacture's installation procedure in effect at the time of installation. Above ground tanks shall be placed on a reinforced concrete slab, cast in place or pre-case, as designated on the drawings and in accordance with the tanks manufacture's approved design.

B. Contractor shall provide above ground steel fuel storage tank(s) as specified in Section 2 above in quantity, size and arrangement as shown on the drawings. Included with the delivery of each tank shall be the manufacture's certification of listing and compliance with NFPA 407 & 30.

C. Contractor to perform Vacuum test on the interstitial space of each tank prior to installation. Follow manufacturer's recommended procedures.

D. Properly ground tanks after installation.

E. The completed installation shall comply with the requirements of NFPA 407 & NFPA 30 and the conditions of approval stated on the permits. The tank(s) shall be labeled UL142.

3.2 AVIATION BULKLOADING SYSTEMS PERFORMANCE REQUIREMENTS

A. Offload Transport Delivery Tanker at 200 gpm

B. Fuel to be metered into and out of storage tank (omit not required)

C. Recirculate at 200 gpm

3.3 SUBMITTALS

A. The Contractor shall provide equipment submittals including manufacture's product data sheets for all components, tank outline drawings, platform drawings, installation instructions, certificates of compliance with testing requirements, engineering data, and equipment specifications.

B. Provide pump outline drawings, performance curves, and motor data sheets for each pump.

C. The Contractor will be responsible to obtain the necessary permits.

3.4 WARRANTY

A. The tank manufacture shall furnish in writing a one (1) year warranty for the above ground tanks.

B. All equipment shall be warranted for one (1) year from the date of purchase.

3.5 BASIS OF PAYMENT

A. Item 335643 Proposed Fuel Farm and Related Systems shall be included in appropriate bid items.

END OF SECTION 335643



Above Ground Aviation Fuel Farm Improvements
Fernandina Beach Municipal Airport (FHB)
BID OPENING - November 26, 2019 @ 2:00PM
City ITB No. 19-26
FDOT FIN # 438035-1-94-19
PA Project No. 99000047.0088

Opened by: WANDA
Read/Recorded by: CHRIS / WANDA
Dept./Engineer: Airport / Passero Associates



Bidder Name/Address	Total Amount Base Bid	Total Amount Bid Additive #1	Total Amount Bid Additive Alternate #1A	Total Amount Bid Additive #2	Total Amount Bid Additive #3	Total Sum All Bids	Total Sum All Bids Except Bid Additive #1	Addendum Acknowledged		5% Bid Security	
								Y	N	Y	N
MDM SERVICES, INC.	471,743.99	93,491.89	97,570.00	25,600.00	15,600.00		610,513.99	✓		✓	
RC DEVELOPMENT GROUP	437,121.34	87,012.34	89,381.00	16,000	3,967.50		546,469.84	✓		✓	

Witness Signature: [Signature]
Witness Name: CHRISTOPHER NARDONE

Witness Signature: [Signature]
Witness Name: Nate Coyle

BID OPENING CHECK LIST

	Yes	N/A
Read and Understand Advertisement for Bids and Requirements	☒	☐
Read and Understand Instructions to Bidders and Requirements	☒	☐
Attended (Mandatory) Pre-bid Meeting	☒	☐
Site Visit Performed	☒	☐
Contractors Licensed to do Work in Florida	☒	☐
Completed Bidder Signature Forms	☒	☐
Completed Bid Forms with Bid Calculated Correctly (Project Bid Synopsis)	☒	☐
Certified Check for Bid Guaranty	☒	☐
Completed Bid Bond Form	☒	☐
Completed Bid Bond Affidavit	☒	☐
Completed Non-Collusion Affidavit	☒	☐
Completed Drug-Free Work Place Certification	☒	☐
Completed Public Entity Crime Form	☒	☐
Completed Insurance Forms	☒	☐
Completed Subcontractors and Suppliers Form	☒	☐
Completed Addenda Receipt Form	☒	☐
Completed Contractors Certification of Eligibility Form	☒	☐
Completed E-verify Statement Form	☒	☐
Completed Statement of Bidder's Qualifications Forms	☒	☐
Completed Bid Opening Checklist	☒	☐

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 25th day of

November, 2019.

RC DEVELOPMENT GROUP
(Name of BIDDER)


(Signature of person signing this FORM)
Roger L Combs Jr
Printed

END OF BID FORMS

BID FORMS
FDOT Project FIN: 438035-1-94-19
City ITB#: 19-26

TO: City of Fernandina Beach, FL

The undersigned, in compliance with the request for bids for construction of the following Projects:

ABOVE GROUND AVIATION FUEL FARM IMPROVEMENTS

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the Contract Documents, including Project drawings and issued Addenda, within the specified time of performance for the prices shown on the bid forms included in this Proposal Section.

REQUIRED LANGUAGE IN CONTRACT PROPOSAL

Previous Contracts: Section 60.1.7(b) of the Regulations of the Secretary of Labor requires each Bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a Bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114 or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other prior specified by the Director, OFCCP.

Bid Form. To effectuate the foregoing requirements, the Owner/Sponsor is required to include in the bid form a statement substantially as follows:

The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has ☐ participated in a previous Contract subject to the Equal Opportunity clause prescribed by Executive Order 10925, or Executive Order 11114 or Executive Order 11246.

The Bidder has ☐ submitted all compliance reports in connection with any such Contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontracts.

If the Bidder has participated in a previous Contract subject to the Equal Opportunity clause and has not submitted compliance reports under applicable filing requirements, the Bidder shall submit a compliance report on standard Form 100, "Employee Information Report EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished employees annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
Post Office box 2236
Norfolk, VA 20501

Bid will be as per the attached Bid Forms.

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a bid, the BIDDER acknowledges and accepts that the quantities established by the OWNER are the Engineer's opinion of probable quantities required to fully complete the Project and are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantity."
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders as the Contract Document and establish the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this bid, the undersigned encloses a Bid Guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the Bid Guaranty to the Owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Bids for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 90 calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award, and furthermore, provide executed Payment and Performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the Bid Guaranty to the Owner as a liquidated damage.
- g. Time of Performance: By submittal of this bid, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within one hundred eighty (180) Calendar/Workdays from the commencement date specified in the Notice-to-Proceed as prescribed within the Contract Agreement and Project Bid Synopsis/Bid Forms.
- h. The undersigned acknowledges and accepts that for each and every Calendar/Working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$500.00 per Calendar/Working day as a liquidated damage to the OWNER.
- i. By submitting this Bid and executing the same, the Bidder hereby affirms that he is aware of the provisions of the Florida Statutes under Section 287.133(3)(a) dealing with the Public Entity Crimes (a copy of which is included and executed by the Bidder). The Bidder further affirms that he will adhere to such laws and instruct and require all agents, employees and sub-contractors to do the same. The Bidder further affirms that he is aware that any violation of these rules subjects this agreement to revocation, his removal from bid lists, prohibiting future contract or subcontract work, revocation of permits and prosecution.
- j. By submitting this Bid the Bidder acknowledges that the successful Bidder 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 all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.
- k. By submitting this Bid the Bidder acknowledges that the Owner reserves the right to implement a sales tax savings program with respect to the Project, as described in Special Provisions, 60-09, and as commonly referred to as Owner Direct Purchase of materials.

REPRESENTATIONS BY BIDDER

By submittal of a bid, the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this bid are named herein and that this bid is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this bid.
- b. **Trade Restriction Certification: (49 CFR Part 30)**
The Bidder, by submission of an offer certifies that it:
 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- c. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29)**
The Bidder certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.
- d. **Drug Free Workplace Certification: (FL Statutes Section 287.07)**
Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. The Bidder must complete the attached Drug Free Workplace Certification.
- e. **Sworn Statement on Public Entity Crimes: (FL Statute 287.133(3)(a))** Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business any public entity in excess of

the threshold amount provided in Section 287.017, for CATEGORY TWO of the Florida Statutes for a period of 36 months from the date of being placed on the convicted vendor list. The Bidder must complete the attached Sworn Statement under Section 287.133(3)(a) Florida Statutes, on Public Entity Crimes.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of (check one): ☐ Certified Check ☒ Bid Bond
 - a. Bid Bond form and Bid Bond Affidavit form if Bid Guaranty is in the form of a bid bond.
2. Completed Non-Collusion Affidavit.
3. Completed and signed Instruction to Bidders form.
4. Completed and signed W-9.
5. Completed Drug Free Work Place Certification.
6. Completed Public Entity Crimes Form.
7. Completed Insurance Forms.
8. Completed Subcontractors and Suppliers form.
9. Completed Addenda Receipt form.
10. Completed Contractor's Certification of Eligibility form.
11. Completed E-Verify Statement form.
12. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders. Completed Statement of Bidder's Qualifications form.
13. Completed Bid Opening Checklist form.

[SIGNATURE PAGES FOLLOW THIS PAGE]

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: RC Development Group Inc.

By: Roger L. Comb Jr. RC
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: Roger L. Comb Jr. Pres.

Business Address: 145 Hildon Rd Unit
105 Pinta Verde, Ft.
32091

(CORPORATE SEAL)

Telephone Number: 904-294-0299

ATTEST:

By: Terri Comb
(Authorized Signature)

Name and Title: Secretary / Terri Comb

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

PROJECT BID SYNOPSIS/BID FORMS

The contractor shall be responsible to secure all permits including associated fees. Anticipated construction schedule is to award project prior to the end of the year (2019) in order to allow for lead times and have construction of fuel farm occur within the month of June 2020 during the FBO's slower month. Project should be complete by July 1, 2020. The existing fuel farm improvements at the Fernandina Beach Municipal Airport shall consist of the following:

BASE BID DESCRIPTION

Demolition Work – Will include all demolition required to bring the existing fuel farm up to all required current codes including preparing all elements to receive new work. Demolition will be required but not be limited to the following:

- Removal of 12,000-gallon Jet-A tank, fuel sump recovery unit, and all associated piping, conduit/wiring to electrical panel.
- Removal of 12,000-gallon AV-Gas tank, fuel sump recovery unit, dispenser, hose reel, grounding reel, and all associated piping, conduit/wiring to electrical panel.
- Temporarily removal of QT Pod M4000 to be stored securely and protected until relocation. All associated conduit/wiring to be removed to the electrical panel and AV-Gas equipment.
- Remove electric panel with breakers, photocell, and emergency shut-off including wood post support and prepare for new NEC compliant electrical rack.
- Temporarily removal of ACME transformer box, pump alarm box and control panel box to be stored securely and protected until relocation. Remove wood post supports and provide for new NEC compliant electrical rack.
- Removal of existing tanks including all associated equipment shall be the responsibility of the contractor for all decommission procedures and permit closeout etc.

NOTE: Contractor can utilize salvage value of the existing tanks and associated pumps/equipment, sump recovery unit, dispenser and (2) reels in order to be able to lower the Base Bid.

New Work – Contractor will include all items required for fully working and complete system that meets all required current codes including but not limited to the following:

- Jet-A Fueling System 12,000-gallon above ground tank, double wall UL 142 flame shield with manifold connections, box skid supports and canopy/equipment deck area including fuel recovery unit.
- AV-Gas Fueling System 12,000-gallon above ground tank, double wall UL 142 flame shield with box skid supports and canopy/equipment deck area including required piping to AV-Gas dispenser and fuel recovery unit.
- AV-Gas Fueling Cabinet System including extending existing concrete housekeeping pad as required to install cabinet per manufacture requirements.
- Relocate existing QT Pod M4000 to be placed on a concrete housekeeping pad with the QT Pod M4000 orientation changed 90° to face North.
- Provide (2) 6" diameter bollard painted yellow to protect cabinet and QT Pod.
- Upgrade electrical and fuel piping to meet required codes. Upgrade/replace electrical and conduits use for fuel tanks including fueling systems. Upgrade/replace existing electric panel with photocell and emergency shut-off including removal of wood post supports for metal rack per plans/specs. Existing electrical and conduits for existing exterior lighting to remain, replace rusted fittings. Existing ACME Transformer Box, Pump Alarm Box and Control Panel Box to be removed from existing wood supports and placed onto an NEC compliant electrical rack including new electric panel with breakers and photocell including emergency shut-off and signage.
- Provide Guardian equipment or "equal" portable, self-contained eyewash station with 16-gallon capacity attached to existing fence pole including required signage.

- Existing fire extinguisher to be relocated as required and as directed by authority having jurisdiction.

BASE BID TOTAL:

In Words:	Four hundred thirty seven thousand one hundred twenty
In Numbers:	437,121.34 one + 34/100

BID ADDITIVE 1 DESCRIPTION:

Jet-A Fueling System 10,000-gallon above ground satellite/daughter tank, double wall UL 142 flame shield with box skid supports and manifold piping.

BID ADDITIVE #1 TOTAL:

In Words:	EIGHTY SEVEN THOUSAND TWELVE DOLLARS + 34/100 —
In Numbers:	87,012.34

BID ADDITIVE ALTERNANT 1A DESCRIPTION:

Jet-A Fueling System 12,000-gallon above ground satellite/daughter tank, double wall UL 142 flame shield with box skid supports and manifold piping.

BID ADDITIVE ALTERNATE 1A TOTAL:

In Words:	EIGHTY NINE THOUSAND THREE HUNDRED EIGHTY ONE + 00/100 —
In Numbers:	89,381.00

BID ADDITIVE 2 DESCRIPTION:

Contractor to provide clear anodized 6063-T6 aluminum canopy with (2) concrete column foundations and (2) concrete column foundations/bollards painted yellow including Vandal/ weatherproof 4ft LED exterior surface mounted light fixture with photocell and conduit/wiring to electrical panel. Canopy to meet FBC 2017 Risk Category II Structure wind speed of 130mph exposure Category "D". Contractor to provide credit in this Bid Additive 2 for (2) new bollards which will not be required under the Base Bid since canopy will be constructed with column foundation/bollards.

BID ADDITIVE 2 TOTAL:

In Words:	
In Numbers:	

BID ADDITIVE 3 DESCRIPTION:

Contractor to provide at the fuel farm electrical panel a generator hook-up for ground power unit/mobile generator with generator quick connect and manual transfer switch including extending NEC compliant electrical rack.

BID ADDITIVE 3 TOTAL:

In Words:	THREE THOUSAND NINE hundred Sixty Seven & 50/100
In Numbers:	3,967.50

BID SUMMARY

BID	BID PRICE (TOTAL)
BASE BID Fuel Farm Demolition and New Work	(FROM BID FORMS, PG. PF 8)
<i>WILL BE AWARDED</i>	
BID ADDITIVE 1- Jet-A Fueling System 10,000-gallon Satellite/Daughter Tank	(FROM BID FORMS, PG. PF 8)
<i>WILL BE AWARDED IF FUNDS AVAILABLE AND BID ADDITIVE ALTERNATIVE 1A IS TO EXPENSIVE</i>	
BID ADDITIVE ALTERNATIVE 1A - Jet-A Fueling System 12,000-gallon Satellite/Daughter Tank	(FROM BID FORMS, PG. PF 8)
<i>WILL BE AWARDED IF FUNDS AVIALABLE</i>	
BID ADDITIVE 2- Clear Anodized Aluminum Canopy	(FROM BID FORMS, PG. PF 9)
<i>MAY BE AWARDED IF FUNDS ARE AVAILABLE AFTER AWARD OF BASE BID AND EITHER BID ADDITIVE 1 OR BID ADDITIVE ALTERNATE 1A</i>	
BID ADDITIVE 3- Generator Quick Connect and Manual Transfer Switch	(FROM BID FORMS, PG. PF 9)
<i>MAY BE AWARDED IF FUNDS ARE AVAILABLE AFTER AWARD OF BASE BID AND EITHER BID ADDITIVE 1 OR BID ADDITIVE ALTERNATE 1A</i>	
TOTAL SUM ALL BIDS (EXCEPT BID ADDITIVE 1) COMPONENTS IN WORDS	(TOTAL SUM – BID ADDITIVE 1) \$
TOTAL SUM ALL BIDS (EXCEPT BID ADDITIVE 1) COMPONENTS IN NUMBERS	(TOTAL SUM – BID ADDITIVE 1) \$

The owner reserves the right to accept additives/alternates in any order or combinations which, in the judgement of the owner, best serves the owners interest.

BID BOND

(NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED)

Know all men by these presents: That we, the undersigned R.C. Development Group, Inc.

_____, as principal, and United States Surety Company

_____, a corporate surety authorized under the laws of the State of ^{Maryland} ~~Florida~~ to do business in the State of Florida and authorized to write this type of bond through a resident agent of the corporation located in the State of Florida, as surety, are held and firmly bound unto the **City of Fernandina Beach** in the sum of Not to Exceed Five Percent of Total Amount Bid dollars (\$ 5%), which equals five percent of the amount bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached bid of **Above Ground Aviation Fuel Farm Improvements** for the improvement of the **Fernandina Beach Municipal Airport** facilities stipulated in said bid in accordance with the Instruction to Bidders, the plans and specifications provided therefore, is accepted and the contract awarded to the above named bidder. The said principal shall within thirty (30) days after notice of said award enter into a contract in writing and furnish the required payment and performance bonds with surety, or sureties, to be approved by the **City of Fernandina Beach**, this obligation shall be void; otherwise, the same shall be in full force and virtue of law, and the full amount of this bid bond will be paid to the **City of Fernandina Beach**, as stipulated for liquidated damages.

Signed this 26th day of November, 2019.

(Principal must indicate whether corporation, partnership, company or individual)

Corporation

R.C. Development Group, Inc. Principal

This person signing shall, in his own handwriting, sign the principal's name, and his title. Where the person signing for a corporation is other than the president or vice-president, he must by affidavit, show his authority to bind the corporation.

By: RC 1

Title: Pres.

Corporate Surety:

United States Surety Company

By: [Signature]
Robert T. Theus, Attorney-in-Fact



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, UNITED STATES SURETY COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Maryland, and having its principal office in Timonium, Maryland, does by these presents make, constitute and appoint,

ROBERT T. THEUS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2009250, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of United States Surety Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, United States Surety Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 1st day of June, 2018.

State of California
County of Los Angeles



By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of United States Surety Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

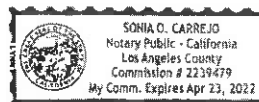
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of United States Surety Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of November, 2019.

Bond No. BB2009250

Agency No. 9275



[Signature]
Kio Lo, Assistant Secretary

HCCSZZPOAUSSC06/2018

BID BOND AFFIDAVIT

STATE OF Florida

COUNTY OF Duval

Before me, the undersigned authority, personally appeared Robert T. Theus

who, being duly sworn, deposes and says that he is a duly authorized (resident) (non-resident) insurance agent, properly licensed under the laws of the State of Florida, and the State of Florida, to represent United States Surety Company of MD a company authorized to make corporate surety bonds under the laws of the State of Florida. Said Robert T. Theus further certifies that the premium on the said bond is \$0.00, which will be paid in full direct to him as attorney-in-fact, and included in his regular accounts to the said United States Surety Company, and that he will receive his regular commission of 0% percent as attorney-in-fact for the execution of said bond and that his commission will not be divided with anyone except as follows, N/A percent to N/A, who is duly authorized resident insurance agent and properly licenses under the laws of the State of Florida.

Countersigned


Florida Resident Agent Robert T. Theus


Agent and Attorney-in-Fact Robert T. Theus

Acknowledgement for Attorney-in-Fact

Sworn to and subscribed before me this 26th day of November, 2019.

My commission expires:

KASSANDRA S. SULLINS
Notary Public, State of Florida
My Comm. Expires 06/22/2022
Commission No. GG202445


Notary Public

Florida
State of

NON-COLLUSION AFFIDAVIT

Rosen L Combs Jr, being first duly sworn, deposes and says that:

1. (S)He is President of RL Development Group Inc, the Bidder that has submitted the attached Bid;
2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding 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 Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Fernandina Beach**, or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

(Signature)

(Title)

Subscribed and Sworn to before me of this 21st day of November, 20 .

(Notary's Signature)

(Notary's Stamp)

Notary Public, in and for

St. Johns County,

My Commission expires: 07/31/2023

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS – Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Work Place, 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 contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an 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 THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



BIDDER'S SIGNATURE

SWORN STATEMENT UNDER SECTION 287.133(1)(g), FLORIDA STATUTES, ON PUBLIC ENTITY CRIME (1 of 2)

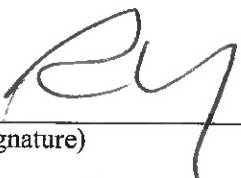
This form must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid or Contract for City ITB # 19-26.
2. This sworn statement is submitted by (entity) RC Development Corp whose business address is 145 Hunter Rd, Bldg 105, Ponte Vedra Beach, FL 32081 and (if applicable) Federal Employer Identification Number (FEIN) is 54-2178131 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Roger L. Conners Jr and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(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 Section 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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** 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 Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

**SWORN STATEMENT UNDER SECTION 287.133(1)(g),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIME (2 of 2)**

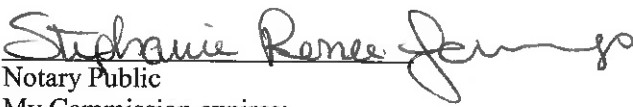
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)



(Signature)
Date: 11-21-19

STATE OF FLORIDA
COUNTY OF St. Johns

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21st day of November, 20 19, and is personally known to me, or has provided Florida Drivers License as identification.



Notary Public
My Commission expires:



INSURANCE (1 OF 3)

BIDDER'S PRESENT INSURANCE COVERAGE

TYPE OF INSURANCE

<u>General Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate
Bodily Injury, Personal Injury, Sickness, Disease or Death	\$ _____	\$ _____
Property Damage	\$ _____	\$ _____
BI & PD Combined	\$ <u>1,000,000</u>	\$ <u>2,000,000</u>
Does policy provide blanket broad form contractual liability coverage? (check one)	Yes ☒ No ☐	
Does policy provide coverage for completed operations? (check one)	Yes ☒ No ☐	
Does policy have standard collapse and underground hazards exclusions removed? (check one)	Yes ☒ No ☐	

<u>Automobile Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate
Bodily Injury (per person)	\$ _____	
Bodily Injury (per accident)	\$ _____	
Property Damage	\$ _____	
BI & PD Combined	\$ <u>1,000,000</u>	

Does policy cover the following vehicles:

Owned? (check one)	Yes ☒ No ☐
Non-Owned? (check one)	Yes ☒ No ☐
Hired? (check one)	Yes ☒ No ☐

INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

<u>General Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate	Extra Premium cost (if any)
Bodily Injury, Personal Injury, Sickness, Disease or Death	\$1,000,000.00		\$ <u>N/A</u>
Property Damage	\$1,000,000.00		\$ <u>N/A</u>
BI & PD Combined	\$2,000,000.00		\$ <u>Incl. in Excess</u>
Policy must provide blanket broad form contractual liability coverage			\$ _____
Policy must provide coverage for completed operations	\$750,000.00	\$750,000.00	\$ _____
Policy must have standard collapse and underground hazards exclusions removed	\$500,000.00	\$500,000.00	\$ _____

<u>Automobile Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate	Extra Premium Cost (if any)
Bodily Injury (per person)	\$1,000,000.00		\$ _____
Bodily Injury (per accident)	\$1,000,000.00		\$ _____
Property Damage	\$1,000,000.00		\$ _____
<u>Policy must cover the following:</u>			
Owned vehicles	\$1,000,000.00		\$ _____
Non-Owned Vehicles	\$1,000,000.00		\$ _____
Hired Vehicles	\$1,000,000.00		\$ _____

INSURANCE (2 OF 3)

BIDDER'S PRESENT INSURANCE COVERAGE

TYPE OF INSURANCE

<u>Excess Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate
Umbrella Form	\$ <u>1,000,000</u>	\$ <u>1,000,000</u>
Other than Umbrella Form	\$ <u>—</u>	\$ <u>—</u>

Does policy follow form with primary general liability coverage? (check one)
 Yes ☒ No ☐
 Is there a deductible? (check one)
 Yes ☐ No ☒
 If yes, how much? \$ —
 Is there a gap between primary coverage and excess liability coverage (other than the deductible)? (Check one)
 Yes ☐ No ☒
 If yes, how much? \$ —

<u>Worker's Compensation</u>	Coverage Limits
Each Accident	\$ <u>1,000,000</u>
Disease Policy Limit	\$ <u>1,000,000</u>
Disease — Each Employee	\$ <u>1,000,000</u>

<u>Property Hazard Insurance:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate
Builder's Risk	Yes ☐ No ☒	
Miscellaneous Requirements:	Coverage Limits Each Occurrence	Coverage Limits Aggregate

INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

<u>Excess Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate	Extra Premium cost (if any)
Following-form Umbrella Policy			\$ <u>—</u>

<u>Worker's Compensation</u>	Coverage Limits Each Occurrence	
Must meet minimum requirements	Statutory Limits	\$ <u>—</u>

Accident	Statutory Limits	
Disease	Statutory Limits	Statutory Limit

<u>Property Hazard Insurance:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate	Extra Premium Cost (if any)
Builder's Risk Policy	Must cover full amount of the contract price		\$ <u>1,500</u>
Miscellaneous Requirements:	Coverage Limits Each Occurrence:	Coverage Limits Aggregate:	Extra Premium Cost (if any)

Companies Affording Coverage:
 All insurance policies must be written by insurance carriers duly authorized to do business in the State of Florida having a A + VI rating or better by the most recent edition of the Best's Key Rating Guide, Property-Casualty

\$ —

INSURANCE - (3 OF 3)

Companies Affording Coverage

Ratings of Companies Affording Coverage
(According to most recent edition of Best's Key
Rating Guide, Property Casualty)

Company A: Mid Continent
Casualty Co. A + VIII

Company B: STANLEY INS. CO. A + XV

Company C: WESTFIELD INS. CO. A

Company D: _____

All general liability and automobile liability insurance policies must name the City and Consultant as an additional insured.

The City shall be provided 30 days prior notice in the event of cancellation, restrictive amendment, or non-renewal of Contractor's insurance coverages. Notice of 10 days if policy is cancelled for non-payment of premium.

TOTAL ADDITIONAL ACTUAL PREMIUM COSTS

\$ N/A

\$ N/A

\$ 1,500-



RCDEV-1

OP ID: KV1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Monroe & Monroe Insurance Agency, Ltd. 2921 Galleria Dr., Suite 102 Arlington, TX 76011 Barbara Eden	817-640-5035	CONTACT NAME: Barbara Eden PHONE (A/C, No, Ext): 817-640-5035 E-MAIL ADDRESS: beden@monroe-monroe.com FAX (A/C, No): 817-640-0131
INSURED RC Development Group Inc. 145 Hilden Road Suite 105 Ponte Vedra, FL 32081		INSURER(S) AFFORDING COVERAGE INSURER A: Mid-Continent Casualty Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 23418

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pollution Liab ☒ Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			04GL1014151	01/18/2019	01/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			04XS208059	01/18/2019	01/18/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

SAMPLE1

SAMPLE COPY
FOR BID PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Client#: 1019260

RCDEV

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2502 N Rocky Point Dr. Suite 400 Tampa, FL 33607 855 874-1270	CONTACT NAME: Select Commercial Unit PHONE (A/C, No, Ext): 855 874-0777 FAX (A/C, No): E-MAIL ADDRESS: select.commercial@usi.com														
INSURED RC Development Group, Inc. 145 Hilden Road, Unit 105 PONTE VEDRA, FL 32081-4215	<table border="1"> <thead> <tr> <th data-bbox="803 451 1404 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1404 451 1541 483">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 483 1404 514">INSURER A : StarNet Insurance Company</td> <td data-bbox="1404 483 1541 514">40045</td> </tr> <tr> <td data-bbox="803 514 1404 546">INSURER B : Westfield Insurance Company</td> <td data-bbox="1404 514 1541 546">24112</td> </tr> <tr> <td data-bbox="803 546 1404 577">INSURER C :</td> <td data-bbox="1404 546 1541 577"></td> </tr> <tr> <td data-bbox="803 577 1404 609">INSURER D :</td> <td data-bbox="1404 577 1541 609"></td> </tr> <tr> <td data-bbox="803 609 1404 640">INSURER E :</td> <td data-bbox="1404 609 1541 640"></td> </tr> <tr> <td data-bbox="803 640 1404 659">INSURER F :</td> <td data-bbox="1404 640 1541 659"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : StarNet Insurance Company	40045	INSURER B : Westfield Insurance Company	24112	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CWP7986146	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	KEY0137825	11/29/2018	11/29/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented Equipment		CWP7986146	11/15/2019	11/15/2020	\$400,000

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

RE: FDOT Project FIN #438035-1-94-19, City ITB #19-26.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach
 Fernandina Beach Municipal Airport
 Above Ground Aviation Fuel Farm Improvements

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTOR AND SUPPLIER NAME AND TITLE OF SIGNER	SIGNATURE AND DATE
1. ABA-CON AVIATION SERVICES, INC	<u>Ardy Ballard</u> 11/25/19
2. <u>Bacek Electric LLC</u>	<u>James E. Moore</u> 11-25-19
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDENDA RECEIPT

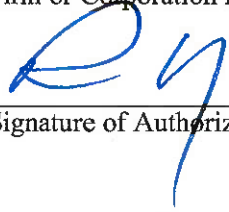
Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: 1 DATED: 11/19/2019

ADDENDUM NO.: _____ DATED: _____

ADDENDUM NO.: _____ DATED: _____

R.C. DEVELOPMENT Group
(Firm or Corporation Making Bid)


(Signature of Authorized Person)

145 Hansen Rd. Bldg. 105
P. O. Address PONTE VEDRA FL 32081
11-21-19
Dated

The full names and residences of all persons interested in this bid as principals are as follows:

Rosalee C. Cuthers Jr
145 Hansen Rd Bldg. 105
PONTE VEDRA, FL 32081

Bidders must fill out the above complete.

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder/offeror certifies, by submission, of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

That, the information above is true and complete to the best of my knowledge.

Rose L. Combs for

Name and Title (Please Print)

Ry

Signature

11-21-19

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid Number: 19-26

Project Description: ABOVE GROUND AVIATION FUEL TANK IMPROVEMENTS

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: R.C. DEVELOPMENT GROUP, INC.

Authorized Signature: [Signature]

Title: President

Date: 11-21-19

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions in this section must be answered. The data provided must be clear and comprehensive. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he / she desires in response to each question.

The City of Fernandina Beach reserves the right to reject any bid submittal that is not supported by documented qualifications and recent, relevant, successful project experience from the bidder, bidder's principal, bidder's project manager, bidder's construction superintendent or other related factor listed within this section.

1. Name of Bidder: R.C. Development Group Inc.
2. Permanent office address: 145 August Rd. Bldg. 105 Ponte Vedra Fl 32081
3. Years at permanent office address: 3
4. What is the general character of work performed by your company: Petroleum Installations
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name? 12 yrs.
6. Are you licensed to do business as a contractor in **the City of Fernandina Beach, Florida** for this project?
☒ YES ☐ No
7. Has your contractor's license been revoked at any time in the last five years?
☐ YES ☒ No
8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in-default or terminated (in any way) by the project owner within the last five years?
☐ YES ☒ No
9. At the time of submitting this form, is your firm ineligible to bid on or be awarded any local, state or federal public works contract, or perform as a subcontractor on any such public works contract?
☐ YES ☒ No
10. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ YES ☒ No
11. In the past five years, have you ever failed to complete any work awarded to you?
☐ YES ☒ No
12. In the past five years, have you ever been terminated by the Owner of a project?
☐ YES ☒ No

13. In the last five years has your firm been assessed and paid liquidated damages prior to or after completion of the project under a construction contract with either a public or private owner?
- ☐ YES ☒ No
14. In the last five years has your firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing any government agency or public works project for any reason?
- ☐ YES ☒ No
15. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?
- ☒ YES ☐ No
16. In the past five years has your firm filed any claim against a project owner or consultant concerning work on a project or payment for a contract and filed that claim in court or arbitration?
- ☐ YES ☒ No
17. In the last five years, have you sued an Owner of a project?
- ☐ YES ☒ No
18. In the past five years, have you sued a Consultant (engineer, architect or other) representing the Owner of a project?
- ☐ YES ☒ No
19. Identify and list all administrative, arbitration, or litigation actions, terminations, construction claims or the like (cumulatively referred to as "claims") related to issues arising from any construction contract performed within the past five (5) years for which the Bidder or its team members was a party. For each claim, identify the project, the parties to the claim, the court or jurisdiction (if applicable), the initiator of the claim and the final resolution, or if not resolved the status (attach additional sheets as needed).
- SEE ATTACHED
20. Will your firm's workforce be performing work on this project equal to a monetary value of 25% of more of the Contract amount as awarded?
- YES ☒ NO ☐
21. Primary Bank Reference: Hancock Bank
- DENNIS COX
- 904-891-3728

Port Consolidated, Inc. – Riviera Beach Florida

RC Development Group, Inc. performed a project as acting GC for an existing unmanned fueling facility in Riviera Beach, Florida. The project was completed in 2012 with no reported warranty or problems until 2015 – 3 years later. During the 2015 year, a trucking company was able to manipulate the Fuel Management System to obtain fuel without the dispenser metering and registering. The Owner claimed that the subcontractor of RC Development group programmed the dispensers incorrectly which was not true. The dispensers were in fact programmed to industry standards. The thieves figured out a way to manipulate the system beyond our normal testing procedures.

Port Consolidated, Inc. was negligent as they were not performing any inventory reconciliation and thus never knew that they had on-going fuel losses. Inventory reconciliation is a normal industry practice that should be completed by every Oil Company, Jobber, Convenience Store or Commercial Facility to control theft loss. The claim is still pending, and it is expected that all insurance companies will settle as RC Development was successfully granted a summary judgment that minimizes any damages to \$24,000.00.

As a note – RC Development Group, Inc. continues to provide installation and equipment services to Port Consolidated, Inc.

These are the only 2 insurance claims ever filed against RC Development Group, Inc. or Roger Combs as a Pollutant Storage Contractor in over 28 years in business.

22. Bonding Capacity: Provide documentation from your surety identifying the following:

Name of bonding company / surety: UNITED STATES SURETY CO.

Name of surety agent: CECIL POWELL + ASSOCIATES

Address: 219 NEWMAN ST.

JACKSONVILLE, FL 32202

Phone: 904-256-0094

23. Will you, upon request, fill out a detailed financial statement and furnish any other pertinent information that may be required by the Owner?

☒ YES

☐ No

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this 21st day of Nov., 2019.

RC
(Contractor)

By: Roger L. Cant Jr.

RC Development Group Inc. Title: Pres.

_____, being duly sworn deposes and says that he/she is
President of RC Development Group Inc. and that the answers to the foregoing
questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this 21st day of November, 2019

Stephanie Renee Jennings
Notary's Signature

Stephanie Renee Jennings
Notary's Printed Name

NOTARY PUBLIC, STATE OF Florida

My commission expires:

07/31/2013, 2013



Introductory Letter

RC Development Group, Inc. is a Jacksonville, Florida based company that desires to become a qualified subcontractor or bidder for your company. **RC Development Group, Inc.** holds the following licenses in the State of Florida:

Pollutant Storage Contractor: PCC 050650

Building Contractor: CBC 1250664

As a Pollutant Storage Contractor, the Team at RC Development has combined experience of over 125 years in the installation of **Aboveground** and **Underground** fuel Storage and dispensing systems. Our capabilities are diverse and include petroleum system installations at convenience store/retail outlets, private commercial facilities, truck stops, Airports, marinas, as well as government facilities. Our experience also includes fuel systems for generator and boiler system installations. Moreover, RC Development has many years' experience working with Environmental Companies performing such work as sheet-piling, well-pointing, soil excavations as well as the installation of groundwater remediation systems.

As a Building Contractor, RC Development has over 10 years' experience in completing general building work that includes all types of Commercial ground-up site development projects; metal buildings and commercial interior build outs. RC Development is also a design/ build contractor and can manage your project throughout the following phases:

**Civil & Architectural Design
Permitting
Construction
Warranty**

RC Development Group, Inc. prides itself on ***Getting The Job Done Right – The First Time -On Time!*** We pay particular attention to "Details" and strive constantly to offer our customers the very best in **Quality, Workmanship and Construction Management.**

RC Development would welcome the opportunity to be part of your team. Our representatives are available to meet with you to further discuss our qualifications. Additional information such as Insurance Certificates, AIA Qualification, Safety, Health, Drug & Alcohol Program, etc... is available upon request.

Thank You for considering RC Development Group, Inc.

ROGER L. COMBS, JR.

RC Development Group, Inc.
10418 New Berlin Rd
Bldg. #204
Jacksonville, Florida 32226

(904) 674-0548 office
(904) 294-0299 cell
(904) 374-0987 fax
RLCombs@Comcast.net

Summary

A Florida Licensed Building Contractor/Qualifying Agent and Pollutant Storage Contractor/ Consultant with 25 years' experience in the design, construction planning and management of all types of commercial development projects as well as underground and aboveground fuel systems within the retail and commercial markets including: retail convenience stores, commercial and private businesses, government, city and military facilities, marinas, bulk plants, truck stops and aviation fueling systems.

EXECUTIVE MANAGEMENT

RC DEVELOPMENT GROUP, INC.

Jacksonville, Florida

(A Florida licensed building contractor)

2004 to present

President/Owner/Founder: Construction

Petroleum Contractor on new (Ground-Up) Convenience Store facilities and other Commercial & Residential Development Projects - Assisting with the design, planning, permitting and construction of Petroleum Dispensing Systems to the Retail, Commercial, Marine, Aviation, Environmental and Government/Municipality Markets. General construction experience to include convenience store remodel projects, restaurant build-outs, convenience store site development projects, commercial warehouse projects as well as residential projects. Also offering consulting program assisting industry in Regulatory Compliance and Assessment and Fuel Site Management.

Consulting

Roger Combs regularly functions as an Expert Witness for Municipalities, Florida Department of Transportation (FDOT), legal teams and MAI Appraisers throughout the

State of Florida, working on impact cases due to eminent domain takings with overall experience allowing him to offer the following consulting services:

Eminent Domain impact evaluations for retail gas stations and convenience stores with fuel

Reconstruction Cost New (RCN) for retail gas stations and convenience stores with fuel

Reconstruction Cost New (RCN) for general commercial construction such as churches, offices, restaurants and the like

Cost to Cure evaluations for eminent domain takings

Improvements in the Take evaluations

Deposition testimony

GRAND CENTRAL STATION OF JAX. Florida

2000 to 2003

Jacksonville, Florida

(A 3000 sq. ft. Convenience Store w/ Fuel)

President/Owner/Founder

Designed, Constructed, Owned and Operated a 3,000 sq. ft. Convenience Store with Fuel sales consisting of 6 MPD's and T canopy coverage.

Responsible for planning and designing and implementing entire management program for the store operation including aspects such as employees, vendors, cost control, theft, fuel sales product marketing, inside store sales product marketing, fuel branding, brand imaging, fuel inventory, etc... Station achieved a maximum volume of over 140,000 gallons per month with an inside store sales volume of over \$85,000 per month. Business was operated for 2 years and successfully sold to a competing convenience store company in 2003.

FUELING COMPONENTS, INC.

1990 to 2006

Jacksonville, Florida

(A Florida licensed pollutant storage contractor)

President/Owner/Founder

Responsible for the financial, administrative, and overall operations of the corporation with emphasis on project administration, execution and quality control. Fueling Components, Inc. maintained average gross revenue of over 6,000,000 with average personnel of 25 full time employees.

FLORIDA EQUIPMENT SALES, INC.

1987 to 1990

Jacksonville, Florida

(A Full Service Petroleum Installation company and Pollutant Storage Contractor)

Sales Manager

Responsible for the overall Sales Operations in the Florida and Georgia Regions, including the Supervision of Retail and Commercial Salesmen located in Orlando and Jacksonville Territories.

FIRST COAST ENERGY

1984 to 1987

Jacksonville, Florida

(Formerly Ray Distributing Company, a wholesale distributor of petroleum products)

Construction Supervisor

Involved in the day to day activities in planning and developing new Ground-Up and remodel Convenience Store Projects with gasoline operations including but not limited to initial site plan development, building layout and design, Project budgeting, rezoning properties, General Contractor bid activities, overall project supervision to completion.

LICENSES/ASSOCIATIONS

State of Florida Pollutant Storage Contractor – License No. PCC 050650

State of Florida Building Contractor – License No. CBC 1250664

Member – Florida Petroleum Marketers Association (FPMA)

Member – AEDP (Association of Eminent Domain Professionals)

EDUCATION

Valdosta State University

1984

Bachelors of Science and Business Administration

Pi Kappa Phi Fraternity, Vice President

George Skog Jr.

RC Development Group, Inc.
10418 New Berlin Rd
Bldg. #204
Jacksonville, Florida 32226

(904) 674-0548 office
(904) 219-8695 cell
(904) 374-0987 fax
Gskogjr@yahoo.com

Summary

A Commercial Construction Manager with 27 years' experience in the design, construction planning and management of all types of commercial development projects as well as underground and aboveground fuel systems within the retail and commercial markets including: retail convenience stores, commercial and private businesses, government, city and military facilities, marinas, bulk plants, truck stops and aviation fueling systems.

Experience

RC DEVELOPMENT GROUP, INC.

Jacksonville, Florida

(A Florida licensed building contractor)

2011 to present

Construction Manager

Construction Manager responsible for the overall coordination and supervision of construction crews. Responsibilities to include but not limited to the following: employee hiring and terminating employees as necessary; supervision of day to day activities of each supervisor; planning & scheduling crew supervisor activities in an effort to bring project in on budget and in accordance to plans and engineering specifications; quality control of all construction crew activities. Also responsible for employee labor hour budgeting and submittal to accounting as well as OSHA training & coordination of each individual crew laborer. Other activities include assisting with the design, planning, permitting and construction of Petroleum Dispensing Systems to the Retail, Commercial, Marine, Aviation, Environmental and Government/Municipality Markets. General construction experience to include convenience store remodel projects, restaurant projects, convenience store site development projects and commercial warehouse projects.

FUELING COMPONENTS, INC.

1998 to 2011

*Jacksonville, Florida**(A Florida licensed pollutant storage contractor)****Construction Manager***

Construction Manager responsible for the overall coordination and supervision of construction crews. Responsibilities to include but not limited to the following: employee hiring and terminating employees as necessary; supervision of day to day activities of each supervisor; planning & scheduling crew supervisor activities in an effort to bring project in on budget and in accordance to plans and engineering specifications; quality control of all construction crew activities. Also responsible for employee labor hour budgeting and submittal to accounting as well as OSHA training & coordination of each individual crew laborer. Other activities include assisting with the design, planning, permitting and construction of Petroleum Dispensing Systems to the Retail, Commercial, Marine, Aviation, Environmental and Government/Municipality Markets. General construction experience to include convenience store remodel projects, restaurant projects, convenience store site development projects and commercial warehouse projects.

CAPITAL PETROLEUM EQUIPMENT SALES, INC.

1987 to 1998

*Jacksonville, Florida**(A Full Service Petroleum Installation company and Pollutant Storage Contractor)****Crew Supervisor***

Responsible for leading a full construction crew to complete projects per plans and specifications. Responsible to direct activities of crew laborers and control hours and progress of each laborer on crew. Also responsible to make sure project is completed with quality workmanship as well as on budget. Other duties included submittal of all day to day paperwork, daily work reports, etc...

**OSHA CERTIFICATIONS & PETROLEUM
EQUIPMENT CERTIFICATIONS****OSHA**

40 HR HAZ Woper OSHA course
HAZ Communication OSHA course
Confined space entry OSHA course
Industrial Truck Operation
10 HR General Construction OSHA course
Crane Rigging & Signaller certification

Current & Up to Date

PETROLEUM EQUIPMENT CERTIFICATIONS:

Fiberglass Piping: Ameron, AO Smith

Flex Piping: APT, Ameron, Environ, OPW, Western

Underground Tanks: Xerxes, Modern Welding, Containment Solutions/Owens Corning

Secondary Containment: PCI, Bravo, Environ, APT, Icon, OPW, Western Fiberglass

Leak Detection: Veeder Root, Red Jacket, FE Petro, Centeron

Petroleum Equipment Submersible Pumps: FE Petro, Red Jacket

Petroleum Equipment Fittings/Valves: Pemco, OPW, Morrison,

EDUCATION

Tech High
Jacksonville, Florida

1972 to 1975

TIMOTHY L COMBS

1904 Glenfield Crossing Court | St. Augustine, Fl. | 904-294-0799 | timcombs1@yahoo.com

Sales Management | Client Commitment | Team Collaboration

Results-driven, focused and committed business professional with the ability to build productive and positive relationships with customers to generate new and repeat business. Possess a strong project planning and management skills with a keen attention to detail. Adept in providing professional guidance to staff and working with vendors. Purchase goods, manage and track inventory levels. Implement and promote the use of new technology to streamline operations and improve business profitability. Skills include:

Sales Development & Management | Client Relationship Cultivation | Vendor Interaction

Scheduling and Implementation | Job Costing and Budgeting

Construction Sales | Equipment Sales

Developed a strong customer base throughout the course of 23 years in the Petroleum equipment and construction industry. Provided sales for site remediation, sheet piling, aboveground, underground storage tank installations and removals throughout Florida and Georgia. Completed estimates for all vendors and subcontractors as well as issued subcontracts. Communicated with the project foreman on a daily basis to keep track of scheduling and job costs analysis. Followed up with my client throughout the project on scheduling and invoicing. Provided the customer with a close out folder at the end of the project. Reviewed job costs sheets at the completion of project for accuracy.

Career Highlights | Sales Experience

Fueling Components, Inc. Jacksonville, Fl. 1992-2006 Sales/Vice President

Fueling Components, Inc. Jacksonville, Fl. 2006-2011 President

RC Development Group April 1012 - Current

Performed sales of construction projects throughout Florida and Georgia. Provided customers with Quality products at competitive prices. Promoted an environment predicated on communication and trust to build staff loyalty as part of providing exceptional customer loyalty. Sold projects in the following areas: Marinas, Military, Government, Retail, Commercial and private sectors

Education | Certifications

Florida Junior College of Jacksonville: Associated Degree

Petrotite Lines Tester

Pollutant Storage Systems Contractor: PCC1256786 current to date

Advisory Council for EBW tank monitor systems

OSHA 40 Hazwhoper Training Course

BID BOND

Bond No.: N/A

(NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED)

Know all men by these presents: That we, the undersigned MDM Services, Inc.

_____, as principal, and The Ohio Casualty Insurance Company

_____, a corporate surety authorized under the laws of the State of Florida to do business in the State of Florida and authorized to write this type of bond through a resident agent of the corporation located in the State of Florida, as surety, are held and firmly bound unto the City of Fernandina Beach in the sum of Five Percent of Bid dollars (\$ 5%), which equals five percent of the amount bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached bid of Above Ground Aviation Fuel Farm Improvements for the improvement of the Fernandina Beach Municipal Airport facilities stipulated in said bid in accordance with the Instruction to Bidders, the plans and specifications provided therefore, is accepted and the contract awarded to the above named bidder. The said principal shall within thirty (30) days after notice of said award enter into a contract in writing and furnish the required payment and performance bonds with surety, or sureties, to be approved by the City of Fernandina Beach, this obligation shall be void; otherwise, the same shall be in full force and virtue of law, and the full amount of this bid bond will be paid to the City of Fernandina Beach, as stipulated for liquidated damages.

Signed this 26th day of November, 2019.

(Principal must indicate whether corporation, partnership, company or individual)

MDM Services, Inc. Principal

This person signing shall, in his own handwriting, sign the principal's name, and his title. Where the person signing for a corporation is other than the president or vice-president, he must by affidavit, show his authority to bind the corporation.

By: [Signature]

Title: President

Corporate Surety:

The Ohio Casualty Insurance Company

9721 Executive Center Dr., St. Petersburg, FL 33702

By: [Signature]
David B. Shick, Attorney-in-Fact & Licensed FL Resident Agent #A241176

BID BOND AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

Before me, the undersigned authority, personally appeared David B. Shick

who, being duly sworn, deposes and says that he is a duly authorized (resident) (non-resident) insurance agent, properly licensed under the laws of the State of Florida, and the State of Florida, to represent The Ohio Casualty Insurance Company of Keene, NH a company authorized to make corporate surety bonds under the laws of the State of Florida. Said David B. Shick further certifies that the premium on the said bond is N/A, which will be paid in full direct to him as attorney-in-fact, and included in his regular accounts to the said N/A, and that he will receive his regular commission of N/A percent as attorney-in-fact for the execution of said bond and that his commission will not be divided with anyone except as follows, N/A percent to N/A, who is duly authorized resident insurance agent and properly licenses under the laws of the State of Florida.

Countersigned

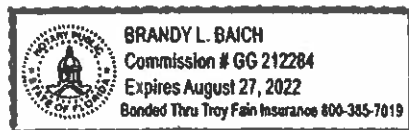
N/A
Florida Resident Agent

David B. Shick Agent and Attorney-in-Fact

Acknowledgement for Attorney-in-Fact

Sworn to and subscribed before me this 26th day of November, 20 19.

My commission expires: 08/27/2022



Brandy L. Baich
Notary Public

Florida
State of



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200633-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David B. Shick; Brandy Bauch

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 27th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021
Verbal: Please verify the Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Ulewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of November, 2019.



By: Renee C. Ulewellyn
Renee C. Ulewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NON-COLLUSION AFFIDAVIT

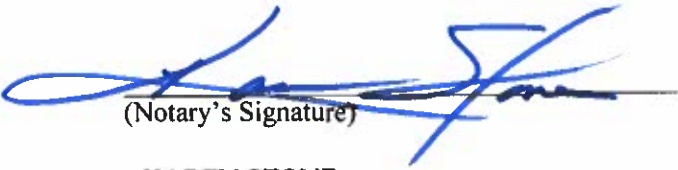
DHIVY SATHIANATHAN, being first duly sworn, deposes and says that:

1. (S)He is PRESIDENT of MDM SERVICES, INC., the Bidder that has submitted the attached Bid;
2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding 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 Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Fernandina Beach**, or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.


(Signature)

PRESIDENT
(Title)

Subscribed and Sworn to before me of this 26th day of NOVEMBER, 2019.


(Notary's Signature)

KAREN STONE
(Notary's Stamped or Printed Name)

Notary Public, in and for FLORIDA
POLK County,

My Commission expires: JUNE 21, 2022



INSTRUCTIONS TO BIDDERS

City of Fernandina Beach
Fernandina Beach Municipal Airport

Above Ground Aviation Fuel Farm Improvements

FDOT FIN: 438035-1-94-19

City ITB#: 19-26

Owner and Owner's Representative

The Owner, as stated herein, refers to the **City of Fernandina Beach**.

The Owner's authorized representative as stated herein refers to the Owner's Consultant, **Passero Associates, LLC, 4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095**, herein referred to as the Engineer or Representative.

Provisions

This project is subject to the following Federal provisions, statutes and regulations:

Foreign Trade Restriction – 49 CFR Part 30

The Bidder and Bidder's subcontractors, by submission of an offer and / or execution of a contract, is required to certify that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Contract Time

The Owner has established a contract performance time of **180 calendar** days from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the Contract Agreement and project Bid Synopsis/Bid Forms.

Bidder Representations

By submittal of a bid (bid), the BIDDER (Bidder) represents the following:

- The Bidder has read and thoroughly examined the project documents.
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

- The Bidder has fully informed themselves of the project site, the project site conditions and the surrounding area.
- The Bidder has familiarized themselves of the requirements of working on an operating airport and understands the site conditions that may in any manner affect cost, progress or performance of the work.
- The Bidder has correlated their observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the Owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated bid documents.

Bid Document / Contract Document

The Bid Document is comprised of the following: Advertisement for Bids, Instructions to Bidders, General Provisions, Supplemental Provisions, Technical Specifications, Project Drawings, Bid Forms, Bid Bond Form, Form of Contract Agreement and related forms, any Addenda issued by the Owner's authorized Representative, and any document(s) incorporated in whole or in part by reference therein.

The Bid Document shall also be referred to as the Contract Document. No part of the Contract Document may be removed or substituted by anyone other than the Owner's Engineer / Representative.

All documents comprising the Contract Document are complementary to one another and together establish the complete terms, conditions and obligations of the successful Bidder.

Prospective Bidders may obtain a copy of the Contract Document from the sources published in the Advertisement for Bids.

Modifications to Contract Document

Modifications to the Contract Document may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's Representative shall not be binding. Addenda will be transmitted to the Plan Rooms specified in the Owner's Advertisement for Bids and will be posted on the Representative's website, www.passero.com, under its 'Bid' Tab.

Each Bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued Addenda.

Errors and Discrepancies in Project Documents

Should Bidder find an error, discrepancy, ambiguity or omission in the Contract Document prior to submittal of a bid, the Bidder is obligated to contact the Owner's Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission.

Corrections or modifications to the Contract Document will only be made by written addendum as prescribed herein.

By submittal of a bid, Bidder represents that they have thoroughly reviewed the Contract Document and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

Clarifications and Interpretations

A Bidder requiring a clarification or interpretation of the Contract Document shall make a written request to the Owner's Engineer. The Owner's Engineer must receive the written request a minimum of ten (10) calendar days prior to the date of the bid opening.

Interpretations of Estimated Bid Quantities

An estimate of quantities of work to be accomplished and materials to be furnished under these specifications are stated within the Contract Document. Those estimates are the Engineer's opinion of probable quantities and are given only as a basis for comparison of bids and the award of contract. The Owner and Engineer do not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities.

The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled "Alteration of Work and Quantities" of the General Provisions without in any way invalidating the unit bid prices.

Examination of Plans, Specifications and Site Conditions

As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the bid, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Boring logs and other records of subsurface investigations and tests, as appropriate may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the project drawings, specifications or otherwise made available to the Bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that Bidder is solely responsible for all assumptions, deductions, or conclusions which he or she may make from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

Issuance of Bid Forms

The Owner reserves the right to refuse to accept a bid from a prospective Bidder should the Bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited or otherwise included, in the bid as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the bid to a prospective Bidder.
- c. Contractor default under previous contracts with the Owner.
- d. Unsatisfactory work on previous contracts with the Owner.

Form of Bid

All bids shall be made on the forms provided by the Owner within the Contract Document. Bidders must supply all required information prior to the time of bid opening. No Bidder may submit more than one bid. All bids are to be written in ink and shall be clearly legible. All blank spaces in the bid forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the bid form by the Bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the written value will take precedence.

Signature of Bid

The bid shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified, and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the bid shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Owner as an attachment to the bid.

Modification or Withdrawal of Bid

Bidder may modify or withdraw their bid at any point up to the specified time and date identified for receipt of bids. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of bids will be returned unopened to the sender.

Any modification to a Bid, subject to the time constraint noted herein, must be made on the bid forms contained in the Contract Document. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Bid" shall be legibly marked in the upper left hand corner.

Withdrawal of a bid may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

Bid Guaranty

Each bid must be accompanied by a Bid Guaranty in the amount of five percent (5%) of the total amount of the bid. The Bid Guaranty may be by bid bond or certified check made payable to the Owner. The bid bond shall be from a responsible surety qualified to conduct business within the State of **FLORIDA**. A certified check shall be issued from a responsible and solvent bank or trust company.

Bidder Qualifications

Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. To be determined responsible, a prospective contractor must:

- Have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations;
- Have satisfactorily completed at least three similar projects on an airport currently under state and federal jurisdiction.

Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.

Evidence of financial responsibility shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports.

Additive/Alternate Bids

Bidder shall complete all blanks provided on the bid forms. When so permitted by the Owner, the Bidder shall legibly write the statement "No Bid" for those additive/alternate bids options that the Bidder elects not to submit a bid.

Submission of Bid

An original and two (2) copies of the bid, and one electronic copy, shall be sent to arrive at the specified time and date for receipt of bids. Bids received after the specified time will not receive consideration. Award of the Bid is subject to funds in the budget for 2019-2020. Bids shall be enclosed in a sealed opaque envelope and addressed to:

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

The upper left hand corner of the envelope shall be marked as follows:

Sealed Bid

Bid of: MDM SERVICES, INC.

For: Above Ground Aviation Fuel Farm Improvements

At: Fernandina Beach Municipal Airport

FDOT FIN: 438035-1-94-19

City ITB#: 19-26

To be opened at: 2:00 p.m., November 26, 2019

For a modification to a previously submitted bid, insert "Modification to Bid" in place of "Sealed Bid."

Bid Opening

All bids submitted prior to the stated time and date for receipt of bids will be publicly opened by the Owner or the Owner's Representative. Bidders, their authorized agents, and other interested parties are invited to

attend. Bids submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

Evaluation of Bids

Bids may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed 90 calendar days from the stated date for receipt of bids. The Owner will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their bid for the duration of this period of review and evaluation. The Bid Guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

Bid Informalities and Irregularities

The Owner reserves the right to waive any informality or irregularity discovered in any bid, which in the Owner's judgment best serves the Owner's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

Irregular Bids

Bids meeting the following criteria are subject to consideration as being irregular:

1. If the bid is on a form other than that furnished by the Owner or Owner's Representative.
2. If the form furnished by the Owner or Owner's Representative is altered or detached from the original document.
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the bid incomplete, indefinite, or otherwise ambiguous.
4. If the bid does not contain a unit price for each pay item listed in the bid, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
5. If the bid contains unit prices that are obviously unbalanced.
6. If the bid is not accompanied by the Bid Guaranty specified herein.

Disqualification of Bids

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of bids include but are not limited to:

- Submittal of an irregular bid;
- Submittal of more than one bid from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory Bid Guaranty;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their bid;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration; and
- Evidence of collusion among Bidders.

Cancellation of Award

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the Bid Guaranty, at any time prior to execution of the contract.

Notice of Award of Contract

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible Bidder that submits the lowest responsive bid. The successful Bidder will be informed their bid has been accepted through the Owner's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

Prospective Bidders are hereby advised that award of contract is contingent upon the Owner receiving applicable State funding assistance.

Award of Additives/Alternates

Unless specifically stated, the Owner reserves the right to accept additives/alternates in any order or combination which, in the judgment of the Owner, best serves the Owner's interest.

Return of Bid Guaranty

The Bid Guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the Bid Guaranty. The Bid Guaranty of the second and third lowest responsive Bidders will be retained for a period of ten (10) days pending the execution of the contract documents by the successful Bidder.

Except as noted above, the Bid Guaranty of unsuccessful Bidders will be returned at the point their bid is rejected.

Contract Agreement

The successful Bidder shall execute the contract agreement in accordance with the accepted bid within thirty (30) days of the date of the Notice-of-Award. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low Bidder and shall result in the forfeiture of the Bidder's Bid Guaranty as a liquidated damage.

Performance and Payment Bonds

The successful Bidder shall furnish separate Performance and Payment Bonds each in the amount of 100% of the contract price. The Bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the Bonds shall be that provided within the Contract Document. The current Power of Attorney for the person signing the Bonds as a representative of the surety shall be attached to the Bonds.

The executed Bonds shall be delivered to the Owner within fifteen (15) calendar days from the date of contract execution. Bonds should not be executed prior to execution of the contract agreement. The Bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

Certificates of Insurance

The successful Bidder shall furnish to the Owner all required Certificates of Insurance as specified with the Project Manual. Certificate of Insurance shall be accompanied by the separate Endorsement page showing the **City of Fernandina Beach** as Additional Insured, no exceptions. Also, on the commercial auto liability, the Bidder/Contractor/Vendor must include "any auto" on the Certificate of Insurance. "Description of Operations" box on the Certificate of Insurance shall read "The Certificate Holder is named as additional insured on the General Liability, Auto Liability and Umbrella Liability Policies with respect to the work being performed by the Insured on the **Above Ground Aviation Fuel Farm Improvements**

project under City ITB#19-26. Certificate of Insurance shall name the **City of Fernandina Beach as Certificate Holder**. The Certificate of Insurance shall provide thirty (30) days written notice to the Certificate Holder prior to cancellation or modification of coverage.

Approval of the Contract

Upon receipt of the Contract Agreement, Performance and Payment Bonds, and Certificate of Insurance as executed by the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner's judgment that it remains in their best interest to enter into the Agreement.

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder and all terms and conditions of the Contract Agreement and Contract Document.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the Contract Document become equivalent to the term "Contractor".

END OF SECTION

BID FORMS
FDOT Project FIN: 438035-1-94-19
City ITB#: 19-26

TO: City of Fernandina Beach, FL

The undersigned, in compliance with the request for bids for construction of the following Projects:

ABOVE GROUND AVIATION FUEL FARM IMPROVEMENTS

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the Contract Documents, including Project drawings and issued Addenda, within the specified time of performance for the prices shown on the bid forms included in this Proposal Section.

REQUIRED LANGUAGE IN CONTRACT PROPOSAL

Previous Contracts: Section 60.1.7(b) of the Regulations of the Secretary of Labor requires each Bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a Bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114 or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other prior specified by the Director, OFCCP.

Bid Form. To effectuate the foregoing requirements, the Owner/Sponsor is required to include in the bid form a statement substantially as follows:

The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has ☐ participated in a previous Contract subject to the Equal Opportunity clause prescribed by Executive Order 10925, or Executive Order 11114 or Executive Order 11246.

The Bidder has ☐ submitted all compliance reports in connection with any such Contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontracts.

If the Bidder has participated in a previous Contract subject to the Equal Opportunity clause and has not submitted compliance reports under applicable filing requirements, the Bidder shall submit a compliance report on standard Form 100, "Employee Information Report EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished employees annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
Post Office box 2236
Norfolk, VA 20501

Bid will be as per the attached Bid Forms.

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a bid, the BIDDER acknowledges and accepts that the quantities established by the OWNER are the Engineer's opinion of probable quantities required to fully complete the Project and are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantity."
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders as the Contract Document and establish the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this bid, the undersigned encloses a Bid Guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the Bid Guaranty to the Owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Bids for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 20 calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award, and furthermore, provide executed Payment and Performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the Bid Guaranty to the Owner as a liquidated damage.
- g. Time of Performance: By submittal of this bid, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within one hundred eighty (180) Calendar/Workdays from the commencement date specified in the Notice-to-Proceed as prescribed within the Contract Agreement and Project Bid Synopsis/Bid Forms.
- h. The undersigned acknowledges and accepts that for each and every Calendar/Working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$500.00 per Calendar/Working day as a liquidated damage to the OWNER.
- i. By submitting this Bid and executing the same, the Bidder hereby affirms that he is aware of the provisions of the Florida Statutes under Section 287.133(3)(a) dealing with the Public Entity Crimes (a copy of which is included and executed by the Bidder). The Bidder further affirms that he will adhere to such laws and instruct and require all agents, employees and sub-contractors to do the same. The Bidder further affirms that he is aware that any violation of these rules subjects this agreement to revocation, his removal from bid lists, prohibiting future contract or subcontract work, revocation of permits and prosecution.
- j. By submitting this Bid the Bidder acknowledges that the successful Bidder 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 all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.
- k. By submitting this Bid the Bidder acknowledges that the Owner reserves the right to implement a sales tax savings program with respect to the Project, as described in Special Provisions, 60-09, and as commonly referred to as Owner Direct Purchase of materials.

REPRESENTATIONS BY BIDDER

By submittal of a bid, the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this bid are named herein and that this bid is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this bid.
- b. **Trade Restriction Certification: (49 CFR Part 30)**
The Bidder, by submission of an offer certifies that it:
 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- c. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29)**
The Bidder certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.
- d. **Drug Free Workplace Certification: (FL Statutes Section 287.07)**
Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. The Bidder must complete the attached Drug Free Workplace Certification.
- e. **Sworn Statement on Public Entity Crimes: (FL Statute 287.133(3)(a))** Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business any public entity in excess of

the threshold amount provided in Section 287.017, for CATEGORY TWO of the Florida Statutes for a period of 36 months from the date of being placed on the convicted vendor list. The Bidder must complete the attached Sworn Statement under Section 287.133(3)(a) Florida Statutes, on Public Entity Crimes.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of (check one): ☐ Certified Check ☒ Bid Bond
 - a. Bid Bond form and Bid Bond Affidavit form if Bid Guaranty is in the form of a bid bond.
2. Completed Non-Collusion Affidavit.
3. Completed and signed Instruction to Bidders form.
4. Completed and signed W-9.
5. Completed Drug Free Work Place Certification.
6. Completed Public Entity Crimes Form.
7. Completed Insurance Forms.
8. Completed Subcontractors and Suppliers form.
9. Completed Addenda Receipt form.
10. Completed Contractor's Certification of Eligibility form.
11. Completed E-Verify Statement form.
12. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders. Completed Statement of Bidder's Qualifications form.
13. Completed Bid Opening Checklist form.

[SIGNATURE PAGES FOLLOW THIS PAGE]

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: MDM SERVICES, INC.

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: DHIVY SATHIANATHAN, PRESIDENT

Business Address: 1055 KATHLEEN ROAD
LAKELAND, FL 33805

Telephone Number: 863-646-9130 x101

ATTEST:

By: _____
(Authorized Signature)

Name and Title: KAREN STONE, COMPTROLLER

(CORPORATE SEAL)

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

PROJECT BID SYNOPSIS/BID FORMS

The contractor shall be responsible to secure all permits including associated fees. Anticipated construction schedule is to award project prior to the end of the year (2019) in order to allow for lead times and have construction of fuel farm occur within the month of June 2020 during the FBO's slower month. Project should be complete by July 1, 2020. The existing fuel farm improvements at the Fernandina Beach Municipal Airport shall consist of the following:

BASE BID DESCRIPTION

Demolition Work – Will include all demolition required to bring the existing fuel farm up to all required current codes including preparing all elements to receive new work. Demolition will be required but not be limited to the following:

- Removal of 12,000-gallon Jet-A tank, fuel sump recovery unit, and all associated piping, conduit/wiring to electrical panel.
- Removal of 12,000-gallon AV-Gas tank, fuel sump recovery unit, dispenser, hose reel, grounding reel, and all associated piping, conduit/wiring to electrical panel.
- Temporarily removal of QT Pod M4000 to be stored securely and protected until relocation. All associated conduit/wiring to be removed to the electrical panel and AV-Gas equipment.
- Remove electric panel with breakers, photocell, and emergency shut-off including wood post support and prepare for new NEC compliant electrical rack.
- Temporarily removal of ACME transformer box, pump alarm box and control panel box to be stored securely and protected until relocation. Remove wood post supports and provide for new NEC compliant electrical rack.
- Removal of existing tanks including all associated equipment shall be the responsibility of the contractor for all decommission procedures and permit closeout etc.

NOTE: Contractor can utilize salvage value of the existing tanks and associated pumps/equipment, sump recovery unit, dispenser and (2) reels in order to be able to lower the Base Bid.

New Work – Contractor will include all items required for fully working and complete system that meets all required current codes including but not limited to the following:

- Jet-A Fueling System 12,000-gallon above ground tank, double wall UL 142 flame shield with manifold connections, box skid supports and canopy/equipment deck area including fuel recovery unit.
- AV-Gas Fueling System 12,000-gallon above ground tank, double wall UL 142 flame shield with box skid supports and canopy/equipment deck area including required piping to AV-Gas dispenser and fuel recovery unit.
- AV-Gas Fueling Cabinet System including extending existing concrete housekeeping pad as required to install cabinet per manufacture requirements.
- Relocate existing QT Pod M4000 to be placed on a concrete housekeeping pad with the QT Pod M4000 orientation changed 90° to face North.
- Provide (2) 6" diameter bollard painted yellow to protect cabinet and QT Pod.
- Upgrade electrical and fuel piping to meet required codes. Upgrade/replace electrical and conduits use for fuel tanks including fueling systems. Upgrade/replace existing electric panel with photocell and emergency shut-off including removal of wood post supports for metal rack per plans/specs. Existing electrical and conduits for existing exterior lighting to remain, replace rusted fittings. Existing ACME Transformer Box, Pump Alarm Box and Control Panel Box to be removed from existing wood supports and placed onto an NEC compliant electrical rack including new electric panel with breakers and photocell including emergency shut-off and signage.
- Provide Guardian equipment or "equal" portable, self-contained eyewash station with 16-gallon capacity attached to existing fence pole including required signage.

- Existing fire extinguisher to be relocated as required and as directed by authority having jurisdiction.

BASE BID TOTAL:

In Words:	FOUR HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED FORTY-THREE DOLLARS AND NINETY-NINE CENTS
In Numbers:	\$471,743.99

BID ADDITIVE 1 DESCRIPTION:

Jet-A Fueling System 10,000-gallon above ground satellite/daughter tank, double wall UL 142 flame shield with box skid supports and manifold piping.

BID ADDITIVE #1 TOTAL:

In Words:	NINETY-THREE THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND EIGHTY-NINE CENTS
In Numbers:	\$93,491.89

BID ADDITIVE ALTERNANT 1A DESCRIPTION:

Jet-A Fueling System 12,000-gallon above ground satellite/daughter tank, double wall UL 142 flame shield with box skid supports and manifold piping.

BID ADDITIVE ALTERNATE 1A TOTAL:

In Words:	NINETY-SEVEN THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND NO CENTS
In Numbers:	\$97,570.00

BID ADDITIVE 2 DESCRIPTION:

Contractor to provide clear anodized 6063-T6 aluminum canopy with (2) concrete column foundations and (2) concrete column foundations/bollards painted yellow including Vandal/ weatherproof 4ft LED exterior surface mounted light fixture with photocell and conduit/wiring to electrical panel. Canopy to meet FBC 2017 Risk Category II Structure wind speed of 130mph exposure Category "D". Contractor to provide credit in this Bid Additive 2 for (2) new bollards which will not be required under the Base Bid since canopy will be constructed with column foundation/bollards.

BID ADDITIVE 2 TOTAL:

In Words:	TWENTY-FIVE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS
In Numbers:	\$25,600.00

BID ADDITIVE 3 DESCRIPTION:

Contractor to provide at the fuel farm electrical panel a generator hook-up for ground power unit/mobile generator with generator quick connect and manual transfer switch including extending NEC compliant electrical rack.

BID ADDITIVE 3 TOTAL:

In Words:	FIFTEEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS
In Numbers:	\$15,600.00

BID SUMMARY

BID	BID PRICE (TOTAL)
BASE BID Fuel Farm Demolition and New Work	(FROM BID FORMS, PG. PF 8)
<i>WILL BE AWARDED</i>	\$471,743.99
BID ADDITIVE 1- Jet-A Fueling System 10,000-gallon Satellite/Daughter Tank	(FROM BID FORMS, PG. PF 8)
<i>WILL BE AWARDED IF FUNDS AVAILABLE AND BID ADDITIVE ALTERNATIVE 1A IS TO EXPENSIVE</i>	\$93,491.89
BID ADDITIVE ALTERNATIVE 1A - Jet-A Fueling System 12,000-gallon Satellite/Daughter Tank	(FROM BID FORMS, PG. PF 8)
<i>WILL BE AWARDED IF FUNDS AVIALABLE</i>	\$97,570.00
BID ADDITIVE 2- Clear Anodized Aluminum Canopy	(FROM BID FORMS, PG. PF 9)
<i>MAY BE AWARDED IF FUNDS ARE AVAILABLE AFTER AWARD OF BASE BID AND EITHER BID ADDITIVE 1 OR BID ADDITIVE ALTERNATE 1A</i>	\$25,600.00
BID ADDITIVE 3- Generator Quick Connect and Manual Transfer Switch	(FROM BID FORMS, PG. PF 9)
<i>MAY BE AWARDED IF FUNDS ARE AVAILABLE AFTER AWARD OF BASE BID AND EITHER BID ADDITIVE 1 OR BID ADDITIVE ALTERNATE 1A</i>	\$15,600.00
TOTAL SUM ALL BID COMPONENTS IN WORDS	(TOTAL SUM) \$
TOTAL SUM ALL BID COMPONENTS IN NUMBERS	(TOTAL SUM) \$

The owner reserves the right to accept additives/alternates in any order or combinations which, in the judgement of the owner, best serves the owners interest.

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.****1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**MDM SERVICES, INC.****2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☐ C Corporation☒ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.**1055 KATHLEEN ROAD****6** City, state, and ZIP code**LAKELAND, FL 33805**

Requester's name and address (optional)

7 List account number(s) here (optional)Print or type.
See specific instructions on page 3.**Part I Taxpayer Identification Number (TIN)**Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

5	9	-	2	8	5	4	1	7	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**Signature of
U.S. person

Date ►

11-6-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS – Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Work Place, 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 contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an 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 THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



BIDDER'S SIGNATURE

SWORN STATEMENT UNDER SECTION 287.133(1)(g), FLORIDA STATUTES, ON PUBLIC ENTITY CRIME (1 of 2)

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 or Contract for FERNANDINA BEACH AIRPORT.
2. This sworn statement is submitted by (entity) MDM SERVICES, INC. whose business address is 1055 KATHLEEN RD., LAKE LAND FL 33805 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2854179 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is DHIVY SATHIANATHAN and my relationship to the entity named above is PRESIDENT.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(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 Section 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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** 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 Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

**SWORN STATEMENT UNDER SECTION 287.133(1)(g),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIME (2 of 2)**

- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

Date: 11/26/2019

STATE OF FLORIDA
COUNTY OF POLK

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of 26th, 20 19, and is personally known to me, or has provided _____ as identification.


Notary Public
My Commission expires 

INSURANCE (1 OF 3)

BIDDER'S PRESENT INSURANCE COVERAGE

INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

<u>General Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>
Bodily Injury, Personal Injury, Sickness, Disease or Death	\$ <u>1,000,000.00</u>	\$ <u>5,000,000.00</u>
Property Damage	\$ _____	\$ _____
BI & PD Combined	\$ _____	\$ _____
Does policy provide blanket broad form contractual liability coverage? (check one)	Yes <u>X</u> No _____	
Does policy provide coverage for completed operations? (check one)	Yes <u>X</u> No _____	
Does policy have standard collapse and underground hazards exclusions removed? (check one)	Yes <u>X</u> No _____	

<u>Automobile Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>
Bodily Injury (per person)	\$ _____	
Bodily Injury (per accident)	\$ _____	
Property Damage	\$ _____	
BI & PD Combined	\$ <u>1,000,000.00</u>	

Does policy cover the following vehicles:

Owned? (check one)	Yes <u>X</u> No _____
Non-Owned? (check one)	Yes <u>X</u> No _____
Hired? (check one)	Yes <u>X</u> No _____

TYPE OF INSURANCE

<u>General Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>	<u>Extra Premium cost (if any)</u>
Bodily Injury, Personal Injury, Sickness, Disease or Death	\$1,000,000.00		\$ _____
Property Damage	\$1,000,000.00		\$ _____
BI & PD Combined	\$2,000,000.00		\$ _____
Policy must provide blanket broad form contractual liability coverage			\$ _____
Policy must provide coverage for completed operations	\$750,000.00	\$750,000.00	\$ _____
Policy must have standard collapse and underground hazards exclusions removed	\$500,000.00	\$500,000.00	\$ _____

<u>Automobile Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>	<u>Extra Premium Cost (if any)</u>
Bodily Injury (per person)	\$1,000,000.00		
Bodily Injury (per accident)	\$1,000,000.00		
Property Damage	\$1,000,000.00		

Policy must cover the following:

Owned vehicles	\$1,000,000.00	\$ _____
Non-Owned Vehicles	\$1,000,000.00	\$ _____
Hired Vehicles	\$1,000,000.00	\$ _____

INSURANCE (2 OF 3)

BIDDER'S PRESENT INSURANCE COVERAGE

INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

Excess Liability: Coverage Limits
Each Occurrence Coverage Limits
Aggregate

Umbrella Form \$ 4,000,000.00 \$ 4,000,000.00
Other than Umbrella Form \$ _____ \$ _____

Does policy follow form with
primary general liability
coverage? (check one) Yes x No _____

Is there a deductible? (check one) Yes _____ No x

If yes, how much? \$ _____

Is there a gap between primary
coverage and excess liability
coverage (other than the
deductible? (Check one) Yes _____ No x

If yes, how much? \$ _____

Worker's Compensation Coverage Limits

Each Accident \$ 1,000,000.00

Disease Policy Limit \$ 1,000,000.00

Disease – Each Employee \$ 1,000,000.00

Property Hazard Insurance: Coverage Limits
Each Occurrence Coverage Limits
Aggregate

Builder's Risk Yes x No _____

Miscellaneous Requirements: Coverage Limits
Each Occurrence Coverage Limits
Aggregate

TYPE OF INSURANCE

Excess Liability: Coverage Limits Coverage Limits Extra Premium cost
Each Occurrence Aggregate (if any)

Following-form Umbrella Policy \$ _____

Worker's Compensation Coverage Limits
Each Occurrence

Must meet minimum Statutory Limits \$ _____
requirements

Accident Statutory Limits

Disease Statutory Limits Statutory Limit

Property Hazard Insurance: Coverage Limits Coverage Limits Extras Premium
Each Occurrence Aggregate Cost (if any)

Builder's Risk Policy Must cover full amount of \$ _____
the contract price

Miscellaneous Requirements: Coverage Limits Coverage Limits Extra Premium
Each Occurrence: Aggregate: Cost (if any)

Companies Affording Coverage:
All insurance policies must be written by insurance carriers
duly authorized to do business in the State of Florida having a
A + VI rating or better by the most recent edition of the Best's
Key Rating Guide, Property-Casualty \$ _____

INSURANCE - (3 OF 3)

<u>Companies Affording Coverage</u>	Ratings of Companies Affording Coverage (According to most recent edition of Best's Key Rating Guide, Property Casualty)	All general liability and automobile liability insurance policies must name the City and Consultant as an additional insured.	\$ _____
Company A: <u>MID-CONTINENT</u>	<u>A+ VIII</u>	The City shall be provided 30 days prior notice in the event of cancellation, restrictive amendment, or non-renewal of Contractor's insurance coverages. Notice of 10 days if policy is cancelled for non-payment of premium.	\$ _____
Company B: <u>AUTO-OWNERS</u>	<u>A++ XV</u>	TOTAL ADDITIONAL ACTUAL PREMIUM COSTS	\$ _____
Company C: <u>MID-CONTINENT</u>	<u>A+ VIII</u>		
Company D: <u>GRANITE STATE INS</u>	<u>A XV</u>		

SUBCONTRACTORS AND SUPPLIERS

	SUBCONTRACTOR AND SUPPLIER NAME AND TITLE OF SIGNER	SIGNATURE AND DATE
1.	<u>K & K Electric, Inc., Greg Skidmore, Estimator</u>	 11-22-19
2.	<u>Perfection Architectural Systems, Victor de la cruz, estimating Coordinator</u>	<u>Victor DE la Cruz</u> 11-25-19
3.	<u>Aba-Con Aviation Services, Ardy Ballard, President</u>	<u>Ardy Ballard</u>
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDENDA RECEIPT

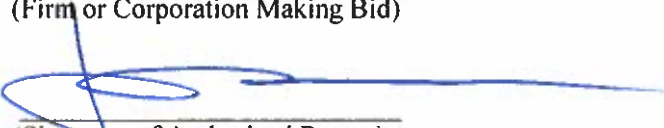
Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: I DATED: 11/19/2010

ADDENDUM NO.: _____ DATED: _____

ADDENDUM NO.: _____ DATED: _____

MDM SERVICES, INC.
(Firm or Corporation Making Bid)


(Signature of Authorized Person)

1055 KATHLEEN ROAD
LAKELAND, FL 33805
P. O. Address

11/26/2019
Dated

The full names and residences of all persons interested in this bid as principals are as follows:

DHIVY SATHIANATHAN

Bidders must fill out the above complete.

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder/offeror certifies, by submission, of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

That, the information above is true and complete to the best of my knowledge.

DHIVY SATHIANATHAN, PRESIDENT

Name and Title (Please Print)



Signature

11/26/2019

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid Number: 19-26

Project Description: ABOVE GROUND AVIATION FUEL FARM IMPROVEMENTS

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: MDM SERVICES, INC.

Authorized Signature: 

Title: PRESIDENT

Date: 11/26/2019

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions in this section must be answered. The data provided must be clear and comprehensive. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he / she desires in response to each question.

The City of Fernandina Beach reserves the right to reject any bid submittal that is not supported by documented qualifications and recent, relevant, successful project experience from the bidder, bidder's principal, bidder's project manager, bidder's construction superintendent or other related factor listed within this section.

1. Name of Bidder: MDM SERVICES, INC.
2. Permanent office address: 1055 KATHLEEN RD., LAKE LAND FL 33805
3. Years at permanent office address: 12 YEARS
4. What is the general character of work performed by your company: ENGINEERING, ENVIRONMENTAL, CONSTRUCTION & FUEL TANK INSTALLS
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name?
6. Are you licensed to do business as a contractor in **the City of Fernandina Beach, Florida** for this project?
☐ YES ☒ No Not at this time, if awarded will apply for license
7. Has your contractor's license been revoked at any time in the last five years?
☐ YES ☒ No
8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in-default or terminated (in any way) by the project owner within the last five years?
☐ YES ☒ No
9. At the time of submitting this form, is your firm ineligible to bid on or be awarded any local, state or federal public works contract, or perform as a subcontractor on any such public works contract?
☐ YES ☒ No
10. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ YES ☒ No
11. In the past five years, have you ever failed to complete any work awarded to you?
☐ YES ☒ No
12. In the past five years, have you ever been terminated by the Owner of a project?
☐ YES ☒ No

13. In the last five years has your firm been assessed and paid liquidated damages prior to or after completion of the project under a construction contract with either a public or private owner?
- ☐ YES ☒ No
14. In the last five years has your firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing any government agency or public works project for any reason?
- ☐ YES ☒ No
15. In the past five years **has any claim against your firm** concerning your firm's work on a construction project **been filed in court or arbitration?**
- ☐ YES ☒ No
16. In the past five years **has your firm filed any claim** against a project owner or consultant concerning work on a project or payment for a contract **and filed that claim in court or arbitration?**
- ☐ YES ☒ No
17. In the last five years, have you sued an Owner of a project?
- ☐ YES ☒ No
18. In the past five years, have you sued a Consultant (engineer, architect or other) representing the Owner of a project?
- ☐ YES ☒ No
19. Identify and list all administrative, arbitration, or litigation actions, terminations, construction claims or the like (cumulatively referred to as "claims") related to issues arising from any construction contract performed within the past five (5) years for which the Bidder or its team members was a party. For each claim, identify the project, the parties to the claim, the court or jurisdiction (if applicable), the initiator of the claim and the final resolution, or if not resolved the status (attach additional sheets as needed).
- None
- _____

20. Will your firm's workforce be performing work on this project equal to a monetary value of 25% or more of the Contract amount as awarded?
- YES x NO _____
21. Primary Bank Reference: DAVID BROWN
BANK OF CENTRAL FLORIDA
5015 S. FLORIDA AVENUE
LAKELAND, FL 33813
863-226-0836

22. Bonding Capacity: Provide documentation from your surety identifying the following:

Name of bonding company / surety: ATTACHED

Name of surety agent: _____

Address: _____

Phone: _____

23. Will you, upon request, fill out a detailed financial statement and furnish any other pertinent information that may be required by the Owner?

☒ YES

☐ No

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at 8:30am, this 26th day of NOVEMBER, 2019.

MDM SERVICES, INC.
(Contractor)

By: _____

DHIVY SATHIANATHAN

Title: PRESIDENT

DHIVY SATHIANATHAN, being duly sworn deposes and says that he/she is
PRESIDENT of MDM SERVICES, INC. and that the answers to the foregoing
questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this 26th day of NOVEMBER, 2019.

Notary's Signature

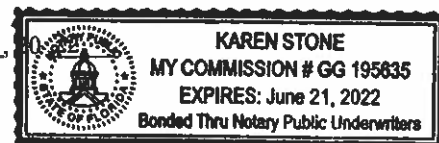
KAREN STONE

Notary's Printed Name

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

JUNE 21



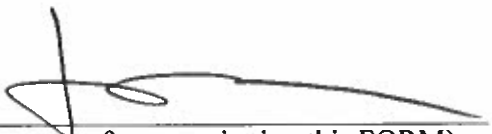
BID OPENING CHECK LIST

	Yes	N/A
Read and Understand Advertisement for Bids and Requirements	☒	☐
Read and Understand Instructions to Bidders and Requirements	☒	☐
Attended (Mandatory) Pre-bid Meeting	☒	☐
Site Visit Performed	☒	☐
Contractors Licensed to do Work in Florida	☒	☐
Completed Bidder Signature Forms	☒	☐
Completed Bid Forms with Bid Calculated Correctly (Project Bid Synopsis)	☒	☐
Certified Check for Bid Guaranty	☒	☐
Completed Bid Bond Form	☒	☐
Completed Bid Bond Affidavit	☒	☐
Completed Non-Collusion Affidavit	☒	☐
Completed Drug-Free Work Place Certification	☒	☐
Completed Public Entity Crime Form	☒	☐
Completed Insurance Forms	☒	☐
Completed Subcontractors and Suppliers Form	☒	☐
Completed Addenda Receipt Form	☒	☐
Completed Contractors Certification of Eligibility Form	☒	☐
Completed E-verify Statement Form	☒	☐
Completed Statement of Bidder's Qualifications Forms	☒	☐
Completed Bid Opening Checklist	☒	☐

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 26th day of

NOVEMBER, 2019.

MDM SERVICES, INC.
(Name of BIDDER)


(Signature of person signing this FORM)

DHIVY SATHIANATHAN
Printed

END OF BID FORMS



Fernandina Beach Municipal Airport (FHB)

The MDM Difference

MDM Services Inc. , Certified Minority Business Enterprise

30 + years of experience

Certified Pollutant Storage Systems Contractor:

State Certified Building Contractor: CBC1260789

Recent Projects

Tampa International Airport

Scope: Quick Turn-Around design assist and construction of fueling facility with (8) 25k gallons underground storage tanks and (5) 30k gallon underground storage tanks, associated piping, (72) dispensers

Contact:

Mr. John L. Mallory
Tampa International Airport / Director of Construction
813-870-7830





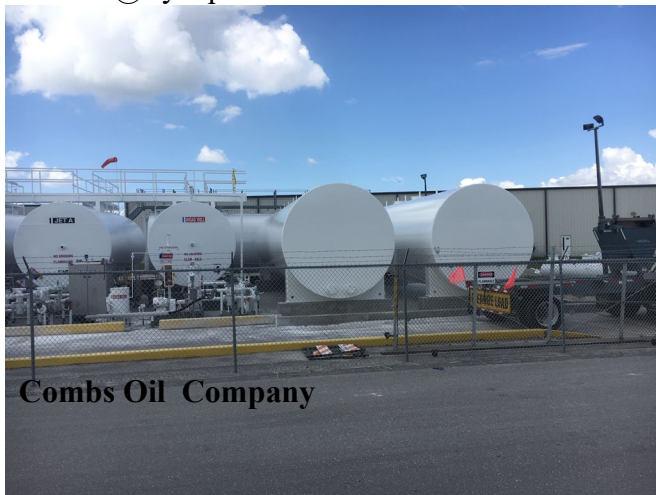
Naples Airport

Scope: Fuel Farm Facility Expansion

Installation of (2) 40k gallon Jet A fuel tanks and relocation of existing 12k gallon fuel tank with complete integration to existing tanks and pump interface. Installation of a new covered canopy fuel loading/ off-loading area, equipment building and all associated work.

Contact:

Kerry Keith
(239) 253-4137
KKeith@flynaples.com



Combs Oil Company



Scope: Construct Bulk Plant

Construct bulk plant with associated piping, and installation of tank gauging and monitoring systems



Orlando International Airport

Scope: Installation of Emergency Power Generation System

Installation of (3) 30k gallon USTs, (7) 400-gallon day tanks and associated piping and work to fuel (7) high output Caterpillar generators to provide an emergency power to the terminal in the event of an emergency or outage.



Previous Project Experience

- **Constructed Myrtle Beach International airport in 2013**
- **Constructed St. Augustine Airport in 2011**
- **Constructed Page Field Airport in 2011**
- **Constructed Kissimmee Gateway Airport Self Fueler**
- **Constructed City of Naples Airport Authority Self Fueler**



Double walled welded fuel piping installed



FAKA UNION 2014



OIA QTA UST and associated Fueling piping installation

EXECUTIVE SUMMARY

MDM Services Inc. proposes to supply and install the fueling system for the Fernandina Beach Municipal Airport (FHB). MDM Services Inc. is an experienced provider of these services, and, understands the intricacies as well as the objectives of the tasks put forth in the proposed Scope of Work.

Throughout its thirty years of service, the MDM Services Inc. has assembled a select group of professionals with diverse backgrounds in petroleum facility design, engineering and construction, civil engineering, construction engineering, geology, soils, wetlands, hydrogeology, drainage, and environmental engineering. MDM Services Inc. emphasizes the project team endeavor, ensuring that each technical undertaking benefits from a multidisciplinary approach. Our project teams have numerous years of experience in the performance of all project tasks required by the request for bid; MDM Services Inc. personnel have successfully completed numerous projects throughout the southeastern United States, Texas and Mexico, MDM Services Inc. is a Florida-based corporation, located in Lakeland, Florida which provides the majority of its services within the state of Florida. Our prior QTA construction projects at Tampa International Airport and Orlando International Airport involved the installation of 10-25,000-gallon underground storage tanks and 210 fueling positions.

The key elements of The MDM Services Inc. Management Plan and Technical Plan are presented in this submittal

MDM SERVICES INC. PROVIDES KNOWLEDGEABLE AND RESPONSIVE MANAGEMENT

The MDM Services Inc. dedicates key management personnel for the design and installation of the proposed tank field and associated piping and abandonment of the existing tank field and associated piping. This talented group **includes Dhivy Sathianathan, Project principal, Soumya Chakrabarti, PE Project manager, Site Superintendent Dale Reinert, Ismael Chavez, tank installer and Pollutant storage systems contractor and Michael Alexander, P.G. Environmental Manager, along with and Sandie Owens, Permit Coordinator. Francisco Gonzalez, petroleum piping, crew lead,**

These experienced professionals will be dedicated to Owner endeavors to meet all demands of the contract. MDM Services Inc. will work with Owner project managers to achieve the construction goal.

MDM Services Inc. will assist Owner project manager to reach this goal by conducting timely and focused responses to any requests and demands posed by Fernandina Beach Municipal Airport (FHB) along with specific recommendations to minimize impact on cost, schedule and enhance the aesthetics of the new tank field. The MDM Services Inc. has ample resources, equipment, and dedicated staff to serve this request for proposal

MDM SERVICES INC PROVIDES QUICK AND EASY COORDINATION AND COMMUNICATION WITH Fernandina Beach Municipal Airport (FHB)

MDM Services Inc. strives for a close working relationship with all clients and accentuates coordination to complete all tasks in a timely, cost-effective manner.

Coordination within the project team will be on a daily basis in order to ensure accurate and consistent information among the team members. The MDM Services Inc.'s team selected for this project works closely in order to verify that each task and subtask is completed in a timely manner with quality results.

The MDM Services Inc. consistently utilizes the most rapid means of communication; e-mail, mobile telephones, faxes are employed on a daily basis.

MDM SERVICES INC. EMPLOYS EFFECTIVE & TIMELY PROJECT MANAGEMENT TECHNIQUES

Understanding project goals, controlling costs, and managing schedules are the foundational elements of effective management. In order to guarantee the timely completion of proposed activities, MDM Services Inc. utilizes various project planning software and methods to create the most efficient schedule for the job. Upon contract award, the MDM Services Inc. will develop a critical path method schedule, as included in the Technical Plan of this submittal.

THE MDM SERVICES INC. BRINGS EXTENSIVE LOCAL EXPERIENCE and COMPLETE TURNKEY CAPABILITIES WITH QTA and Fueling projects

The MDM Services Inc. has more than 30 years' experience in Florida, with most operations carried out from our Lakeland corporate home office. We have designed, engineered and constructed commercial and retail petroleum facilities with the most innovative and state of the art petroleum systems in the industry. Our engineering, design and construction capabilities are premier in the industry. MDM Services Inc. is a turnkey engineering, environmental and construction services provider with unparalleled qualifications. Our turnkey services will benefit the Owner through lower costs, ease of contract management, improved communications, schedule control and project completion.

MANAGEMENT PLAN

MDM Services Inc. is extremely proud of the project team it has assembled to execute the services to Owner under this proposal. Every member of the team brings outstanding credentials and significant, "on-target" experience to the project.

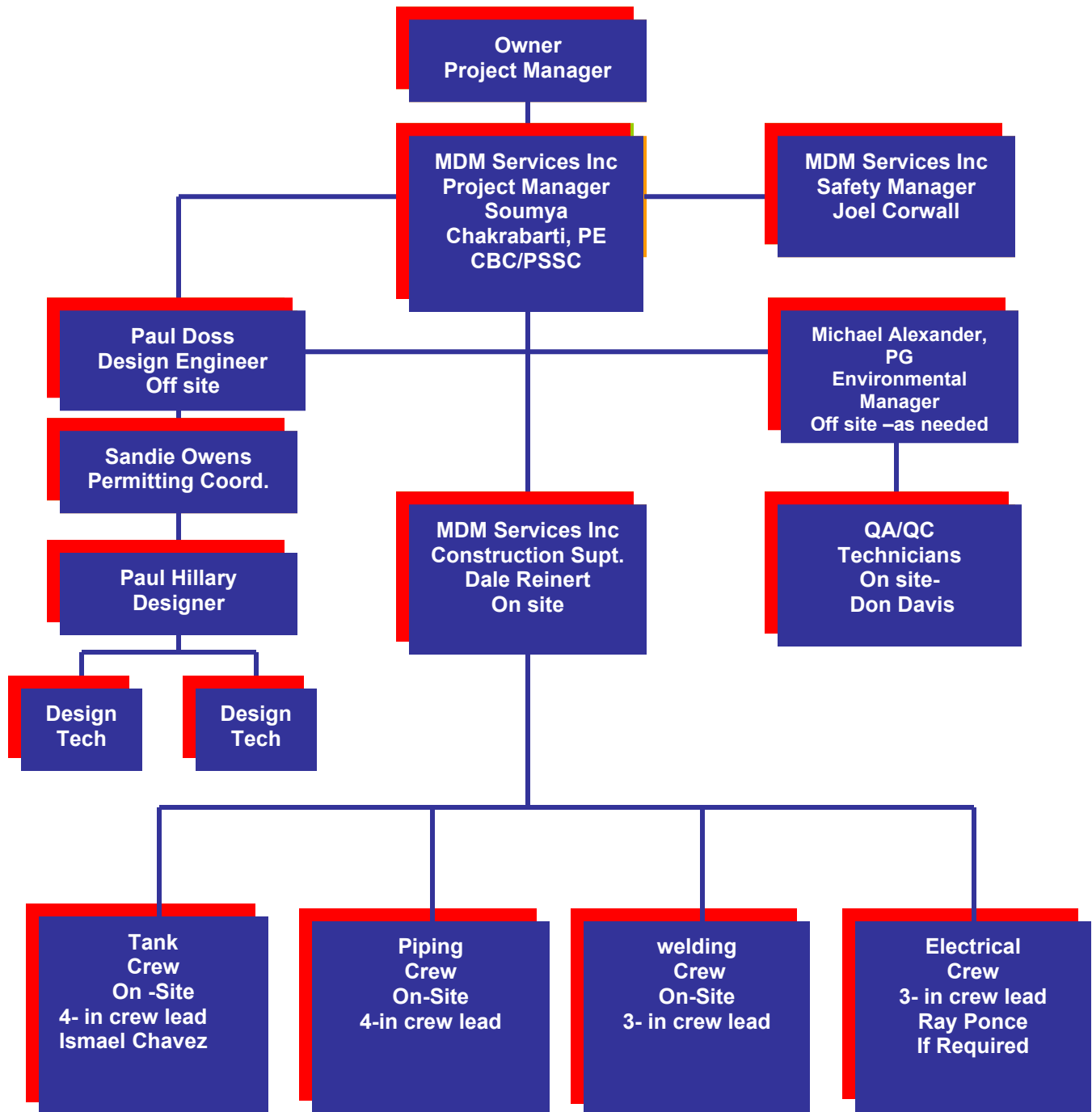
Here are a few highlights of team member credentials:

- Experience at over one thousand retail petroleum facility engineering, design and construction.
- Experience of over one thousand underground storage tank system installations and removals.
- Over 500 environmental assessments and pollution abatement projects throughout Florida.
- State certified pollutant storage tank contractor.
- State certified building contractor.
- Professional Geology certifications.
- Outstanding academic credentials.
- Direct experience in all areas as defined in the Scope of Services.

The MDM Services Inc's Project Manager, Soumya Chakrabarti, P.E, will serve as the single line of contact for Owner contract. Mr. Chakrabarti, with over 12 years professional experience in petroleum construction, will be responsible for task assignments, direction of field supervisors, and all correspondence with Lakeland Linder International Airport. Mr. Chakrabarti's experience involves numerous tank installation projects including all the Orlando international airport, QTA, Florida Department of Transportation development of the Turnpike Plazas and Tampa International Airport.

The following project management and organizational chart is descriptive of the multi-disciplined approach to this request for proposal and execution of the engineering, design, permitting and construction:

Project Personnel & Organizational Structure



IDENTIFICATION OF KEY INDIVIDUALS

The following persons serve as the MDM Services Inc project team leaders. Each is a registered professional with numerous years experience in the retail petroleum industry.

Soumya Chakrabarti, P.E., holds Professional Engineering certification in civil engineering, CBC License and PSSC License. In recent projects, Mr. Chakrabarti has managed numerous projects similar to this scope of work, such as the Tampa International airport construction of the QTA fueling project.

Dhivy Sathianathan, MS, P.G., is the project principal, leading the design and construction of projects in environmental, engineering, and permitting departments for MDM Services, Inc. Mr. Sathianathan holds a Master of Science degree and has over twenty-eight years' experience in Petroleum construction projects. Mr. Sathianathan managed numerous projects in the Central Florida area during his term as Project principal. Mr. Sathianathan emphasizes the multi-disciplinary team approach to all MDM Services Inc projects, ensuring successful, timely completion of each project phase.

Environmental Director **Michael Alexander, P.G.**, has extensive experience in hazardous waste contaminant impact assessment and remediation. With his knowledge of state and various water management district regulations, Fernandina Beach Municipal Airport (FHB) can be assured that he and his team will complete the project within budget and on schedule.

Site Superintendent, **Dale Reinert**, has over 32 years of experience in all aspects of petroleum systems. Having served as the Field Project Manager at the Orlando QTA project and FAKA Union projects, Mr. Reinert brings valuable experience to this project.

Permitting Coordinator, **Sandie Owens**, brings over 20 years of permitting petroleum systems in Florida. Ms. Owens has extensive experience in the permitting of petroleum fueling facilities and systems with the FDEP, Hillsborough County Environmental Protection Commission

MDM SERVICES INC. PROJECT TEAM APPROACH

The MDM Services Inc's project team consists of a diverse group of petroleum system design engineers, civil engineers, structural engineers, licensed contractors, licensed pollutant storage tank contractors, geologists, drainage engineers, environmental scientists, wetland

scientists, technicians, well drillers, and support personnel, each strongly committed to the overall success of the proposed undertaking. The various resources and expertise of each team member ensures outstanding performance from the onset of the project to task completion.

EMPHASIS ON QUALITY ASSURANCE

The MDM Services Inc. implements several quality assurance/quality control procedures throughout each level of the project. These measures integrate all phases of the project: client contacts, permitting and governmental services, on-site activities, and review of subcontractors. Due to the nature of business, the MDM Services Inc. practices a high level of Quality Assurance and Quality Control in all levels of the petroleum system installation. MDM proposes to test all fuel piping installation above and beyond the requirements set forth in the specifications to insure tight system.

DEDICATION TO Project and ITS GOALS

The MDM Services Inc.'s project team is aware of the importance of the project and contract with Owner, our past **experience with Tampa International Airport, Myrtle Beach, City of Orlando, Page Field, Kissimmee, St. Augustine and Naples Airport projects has given MDM extensive experience in the scope required for this job and the ability to take a project from design to completion, in a timely and quality driven manner with owner satisfaction.**



January 17, 2020

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

Reference: **Recommendation of Award**
 Above Ground Aviation Fuel Farm Improvements
 Fernandina Beach Municipal Airport (FHB)
 ITB No. 19-26
 FDOT Project FIN: 438035-1-94-19
 PA Project Number 99000047.0088

Dear Mr. Martin:

Passero Associates has reviewed the two (2) bids that were received and opened on November 26, 2019 @ 2:00PM for the Above Ground Aviation Fuel Farm Improvements project at the Fernandina Beach Municipal Airport. This letter serves as Passero Associates recommendation for award to RC Development Group Inc., of Ponte Vedra, Florida.

Passero Associates performed a review of RC Development Groups' responsibility by researching the following:

- A detailed analysis of the proposal submitted by RC Development Group, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.
- RC Development Group, Inc. is a licensed Certified Pollutant Storage Systems Contractor, PCC 050650 in the State of Florida. (Expires 8/31/2020)
- RC Development Group, Inc. is a license Certified Building Contractor, CBC 1250664 in the State of Florida. (Expires 8/31/2020)
- RC Development Group Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- RC Development Group Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- RC Development Group Inc. does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.

- RC Development Group Inc. has over 12 years' experience installing above ground fueling systems at various facilities throughout the state of Florida.

A Bid Tabulation showing a summary of the bids received and opened at the projects bid opening on November 26, 2019 @ 2:00PM is enclosed for your review. Also enclosed for review is an email from RC Development Group dated Friday, January 17, 2020, Subject line: 15K Tank Increase, providing an increase sized JetA Fuel Tank from 12,0000 gallons to 15,0000 gallons for an increase in cost of \$12,420.00.

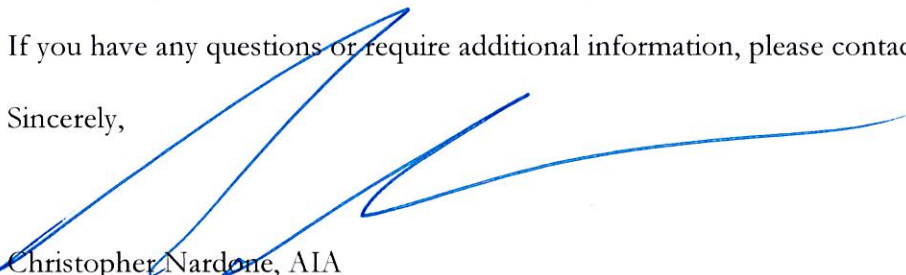
Based on this information, Passero recommends that the Base Bid (\$437,121.34) and Bid Additive #3 (\$3,967.50) including JetA tank size increase for (\$12,420.00) contract be awarded to RC Development Group, Inc. The award to RC Development Group, Inc in the total amount of not to exceed is four hundred fifty-three thousand five hundred eight dollars and eighty-four cents. (\$453,508.84).

A copy of the proposed Contract Agreement and Notice of Award are enclosed for your use and review. We have also enclosed for your consideration and approval, the following Work Order for Passero Associates, LLC:

- Work Order 19-88R for Construction Administration & Closeout services in the amount of thirty thousand dollars and zero cents. (\$30,000.00).

If you have any questions or require additional information, please contact me.

Sincerely,



Christopher Nardone, AIA
Senior Project Architect

Enclosures: Bid Tabulation
Contract Agreement
Notice of Award
PA Work Order 19-88R
RC Development Group Email

Cc: Nathan Coyle, Airport Manager
Donna Whitney, FDOT
Andrew Holesko, Passero

Chris Nardone

From: Tim Combs <timcombs1@yahoo.com>
Sent: Friday, January 17, 2020 11:55 AM
To: Nathan Coyle; Chris Nardone
Subject: 15K tank Increase
Attachments: [Untitled].pdf

Nate,

per my conversation with Chris, I reviewed the tank proposal again. My system bumped the crane to a larger size due to the tank increase. That wont affect the crane size, so I took that out. Sorry I should have caught that on the initial run. I also attached our cost from the 12K and the 15K for your review. Your increase will be \$12,420.00. This includes taxes of 7% plus 17% OH, Profit and bond.

IF you looking for more savings you may want to do a direct purchase of the equipment thus saving the tax. Approx 17K.

Tim Combs
RC Development Group
145 Hilden Rd. Bldg. 105
Ponte Vedra, Fl. 32081
904-294-0799 - Cell
904-674-0548 Office
904-374-0987 - fax
<http://www.rcdevgroup.com>

----- Forwarded Message -----

From: scanner@rcdevgroup.com <scanner@rcdevgroup.com>
To: Tim Combs <timcombs1@yahoo.com>
Sent: Friday, January 17, 2020, 11:44:28 AM EST
Subject:



Above Ground Aviation Fuel Farm Improvements
Fernandina Beach Municipal Airport (FHB)
BID OPENING - November 26, 2019 @ 2:00PM
City ITB No. 19-26
FDOT FIN # 438035-1-94-19
PA Project No. 99000047.0088

Opened by: WANDA
Read/Recorded by: CHRIS / WANDA
Dept./Engineer: Airport / Passero Associates



Bidder Name/Address	Total Amount Base Bid	Total Amount Bid Additive #1	Total Amount Bid Additive Alternate #1A	Total Amount Bid Additive #2	Total Amount Bid Additive #3	Total Sum All Bids	Total Sum All Bids Except Bid Additive #1	Addendum Acknowledged		5% Bid Security	
								Y	N	Y	N
MDM SERVICES, INC.	471,743.99	93,491.89	97,570.00	25,600.00	15,600.00		610,513.99	✓		✓	
RC DEVELOPMENT GROUP	437,121.34	87,012.34	89,381.00	16,000	3,967.50		546,469.84	✓		✓	

Witness Signature: [Signature]
Witness Name: CHRISTOPHER NARDONE

Witness Signature: [Signature]
Witness Name: Nate Coyle

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

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF NASSAU

THIS CONTRACT AWARD made this _____ day of _____, 20__,

by the **City of Fernandina Beach, Florida**, hereinafter called the OWNER,

to **RC Development Group, Inc.**, hereinafter called the CONTRACTOR,

is for the completion of a certain project described as:

Above Ground Aviation Fuel Farm Improvements

FDOT Project FIN: **438035-1-94-19**

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

The project consists of the Proposal, dated _____, 20__ plus the following Additives, if applicable:

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$Four hundred fifty-three thousand five hundred eight dollars and eighty-four cents

(Amount in Written Words)

(\$453,508.84)

(Amount in Numerals)

Commencement of work under this contract shall begin not less than **five (5)** nor more than **ten (10)** days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one hundred eighty (180) calendar days** after that specified date unless otherwise subsequently agreed.

OWNER:

City of Fernandina Beach
Name

Signature

Dale L. Martin
Printed Name

City Manager
Title

Acknowledgement of Receipt of Contract Award by Contractor:

Name

Signature

Printed Name

Title

Date

**Form of
CONTRACT AGREEMENT
City of Fernandina Beach
FDOT Project FIN: 438035-1-94-19**

THIS AGREEMENT, made as of _____ is

BY AND BETWEEN

The OWNER: **City of Fernandina Beach**
204 Ash Street
Fernandina Beach, FL 32034

And the CONTRACTOR:

(Name) RC Development Group, Inc.

(Address) 145 Hilden Road, Unit 105

(City, State, Zip Code) Ponte Vedra, FL 32081

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Fernandina Beach Municipal Airport** generally described as follows;

Above Ground Aviation Fuel Farm Improvements

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplemental Forms, Specifications, Drawings, all issued addenda, Advertisement for Bids, Instructions-to-Bidders, Bid and associated attachments, Performance Bond, Payment Bond, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All contract documents comprising the Contract Document are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. Said Contract Document is incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Document, OWNER shall pay the CONTRACTOR an amount equal to:

\$Four hundred fifty-three thousand five hundred eight dollars and eighty-four cents

(Amount in Written Words)

(\$453,508.84)

(Amount in Numerals)

Subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within **thirty (30)** calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **one hundred eighty (180) calendar** days of the commencement date stated within the Notice-to-Proceed. Anticipated construction schedule is to award project prior to the end of the year (2019) in order to allow for lead times and have construction of fuel farm occur within the month of June 2020 during the FBO's slower month. Project should be complete by July 1, 2020.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$500.00** per day for each calendar day required in excess of the authorized Contract Time of **one hundred eighty (180) Calendar Days. (One hundred fifty (150) days for equipment approval and acquisition and thirty (30) days for construction June 2020.)** Per Addendum 1, Question #4 the optional construction period still remains in June 2020. Therefore, the fuel farm can be shut down to start construction on June 1, 2020 and must be complete and open by July 15, 2020 fore service but no later than July 31, 2020 in lieu of July 1, 2020, allowing an additional 15 to 30 calendar days for construction. The desire for this project is still to have the fuel farm shut down for as short period as possible.

Furthermore, the CONTRACTOR understands and agrees that;

- a. The OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. The OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

***Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095***

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Fernandina Beach

Address: 204 Ash Street

Fernandina Beach, FL 32034

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

CONTRACTOR

Name: RC Development Group, Inc.

Address: 145 Hilden Road, Unit 105

Ponte Vedra, FL 32081

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

RESOLUTION 2019-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WORK ORDER 19-88 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN AND BID SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT FOR IMPROVEMENTS OF THE AIRPORT'S FUEL FARM; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has received a grant for design and bidding of improvements to the airport's fuel farm system in the maximum amount of \$56,250 (with a 20% match requirement) and anticipates a subsequent grant in the next fiscal year for the construction phase of a project to provide improvements to the Airport's fuel farm system; and

WHEREAS, the existing fuel tanks that store JET and AVGAS fuel have reached the end of their useful life and require replacement; and

WHEREAS, Passero Associates, LLC has proposed Work Order 19-88 (Exhibit "A") with a not-to-exceed amount of \$40,000 to provide design and bid services for improvements to the airport's fuel system.

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

SECTION 1. The City Commission hereby approves Work Order 19-88 with Passero Associates, LLC, attached hereto as Exhibit "A", in the not-to-exceed amount of \$40,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Work Order 19-88, upon review and approval of the City Attorney.

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

ADOPTED this 2nd day of July, 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 of Fernandina Beach



Fernandina Beach Municipal Airport (FHB)

Above Ground Aviation Fuel Farm Improvements Engineering Design & Bid Phase Services

By
Passero Associates, LLC
(Passero Project No. 99000047.0088)

Work Order 19-88

Work Order 19-88
Above Ground Aviation Fuel Farm Improvements
Engineering Design & Bid Phase Services
at Fernandina Beach Municipal Airport (FHB), Florida

Passero Associates, LLC (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Fernandina Beach (Client or City), dated February 19, 2019, of which all terms and conditions are incorporated herein by reference:

Project Location: Fernandina Beach Municipal Airport, Fernandina Beach, FL

Project Description: Removal of existing 12,000-gallon Jet A fuel tank and 12,000-gallon AVGAS (100LL) fuel tank including pumps and piping. Replace with (2) new 12,000-gallon Jet A fuel tanks and (1) new AVGAS (100LL) fuel tank, at a size to be determined, with new pumps and piping at existing fuel farm location. Existing QT POD credit reader to be reused for new AVGAS fuel tank at Fernandina Beach Municipal Airport (FHB).

Scope of Basic Services: Engineering Design & Bid Phase Services. (See Attachment A: Scope of Services)

Scope of Special Services: None.

Client Manager / Project Coordinator: Nathan Coyle, ACE, Airport Manager

PA Program Manager: Andrew Holesko, CM, Vice President.

PA Project Manager: Bradley Wente, P.E.

Basic Services Compensation and Method of Payment: Design & Bid Not-to-Exceed: \$ 40,000.00

Special Services Compensation and Method of Payment: Not-to-Exceed: \$0.00

Total Project Cost: Not-to-Exceed: \$ 40,000.00

Schedules and Meetings: 1. See attachment for schedules.
2. One design review meeting, mandatory pre-bid meeting and bid open.

Deliverables: 1. Contract Documents, Plans and Specifications.
2. Bid Documents.
3. Bid Tabulation and Recommendation of Award, if applicable.

"Consultant"
Passero Associates, LLC

BY: 

Andrew Holesko, Vice President
Typed Name and Title

ATTEST:
BY: _____

Name, Title

Date

"Client"
City of Fernandina Beach

BY: 

Dale L. Martin, City Manager
Typed Name and Title

ATTEST: 
BY: _____

Caroline Best, City Clerk
Name, Title

7/12/19
Date



ATTACHMENT "A"

SCOPE OF SERVICES

Project Title: Above Ground Aviation Fuel Farm Improvements
Airport Name: Fernandina Beach Municipal Airport
Services Provided: Engineering Design & Bid Phase Services
PA Project No: 99000047.0088

PROJECT DESCRIPTION:

Providing engineering design and bid-phase services to upgrade an existing Two-Tank Above Ground Aviation Fuel Farm System to accommodate a third tank at the Fernandina Beach Municipal Airport (FHB). Work associated with this improvement includes: Removal of existing 12,000-gallon Jet A fuel tank and 12,000-gallon AVGAS (100LL) fuel tank including pumps and piping. Both existing 12,000-gallon fuel tanks including pumps and piping to be salvaged. Replace with (2) new 12,000-gallon Jet A fuel tanks and (1) new AVGAS (100LL) fuel tank, at a size to be determined, with new pumps and piping. Upgrade existing electric system to meet current codes including reuse of existing QT POD credit reader to be for AVGAS (100LL). See attached existing Fuel Farm Google Earth Aerial.

Professional services to be provided by Passero Associates, LLC (Consultant) to the City of Fernandina Beach Municipal Airport, (Sponsor) shall include the following Basic Services.

PROJECT MANAGEMENT PHASE:

The CONSULTANT will keep the SPONSOR informed throughout the duration of this design contract related to budget, schedule and task completion. Additionally, maintain and update Funding Agency with specific details required to progress the project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. The construction budget for the Project is approximately \$300,000.00. The CONSULTANT shall evaluate the feasibility of this budget, based upon the CONSULTANT's experience as a design professional, and keep the SPONSOR apprised during each phase of the Project of the results of such evaluation. The CONSULTANT shall advise the SPONSOR as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed this budget.
2. Perform Project management duties such as Project planning, invoice preparation, schedule coordination, and coordination of design team.
3. Schedule coordination: CONSULTANT shall provide continued coordination so that Project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by other review agencies.

4. The design schedule is anticipated to be as follows:

	Time from Contract Execution Receipt of Notice to Proceed (NTP)
Preliminary Design	45 days
Final Design	30 days
Bid Phase	30 days

PRELIMINARY DESIGN PHASE:

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Preliminary Plans, and Specifications. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the SPONSOR and FDOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Conduct site inspections to Project-related existing physical features and facilities.
2. Establish geometrical layouts and place sufficient information on drawings to layout proposed project components.
4. Develop a draft construction phasing and operations plan that endeavors to limit interference by the Project's construction with airport and tenant operations.
5. Prepare preliminary Contract Drawings (approximately 50% complete) providing sufficient detail for review of design concepts by the SPONSOR and FDOT.
6. Develop general specifications.
7. Develop technical specifications expected to be required for the proposed work. Standard technical specifications shall be used whenever possible, with supplemental specifications developed by the CONSULTANT.
8. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.
9. Submit sufficient copies of preliminary design documents to the SPONSOR and FDOT for their review and comment.
10. Schedule and conduct a preliminary design review meeting to discuss and resolve any SPONSOR comments.

FINAL DESIGN PHASE:

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with SPONSOR comments and then completion of the final design. Plans and Specifications will be completed; final design will be coordinated with the SPONSOR; and a complete set of bid documents will be furnished to the SPONSOR. A final opinion of probable construction cost will also be prepared and submitted. A final Construction Phasing and Operations Plan will be provided if necessary. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize design and details for the proposed work, as needed.
2. Prepare final Contract Drawings and submit to SPONSOR.
3. Finalize General Provisions and Technical Specifications for all construction materials and installations.
4. Finalize construction phasing and operations plan and include in Specifications and on the Contract Drawings.
5. Prepare final opinion of probable construction costs.
6. Perform final internal quality control review on all design documents.
7. Submit final documents to the SPONSOR and FDOT for final review and comment.
8. Schedule and conduct draft final review meeting with the SPONSOR to discuss and resolve final comments.

BID PHASE:

The Bid Phase is that timeframe between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the SPONSOR during this Phase as required. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist the SPONSOR in the advertisement of the Project and issuance of bid documents.
2. Receive written questions from potential bidders regarding the Contract Documents and respond in addenda.
3. Schedule and conduct pre-bid conference and prepare meeting minutes of the pre-bid conference, if necessary.
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSOR's approval.
5. The Consultant will assist the City at the bid opening and review bids received for conformance with the Contract Documents. Consultant will review the Contractors personnel, equipment list, and the Contractor's qualifications. If the Contractor has no past working relationship with the Consultant, City, or FDOT, the Contractor's references will be checked.
6. Prepare final bid tabulation, recommendation/rejection of award letter to the SPONSOR, including a sample notice of award letter. Request concurrence of award from FDOT.

OTHER CONSIDERATIONS:

1. This Scope of Services does not include the following:
 - Topographic survey.
 - Geotechnical investigation.
 - Construction Administration / Resident Engineering / Construction-Observation Phases.
 - Permitting (All permitting shall be the responsibility of the Contractor).
 - Preparation of additional related Design, Construction Plans, and Specifications.

- Wetlands or endangered species impacts are not anticipated. As such, a survey of wetland and endangered species areas is not included.
- Other special services (such as environmental studies, permitting, traffic studies or other special studies, etc.) that may be desired or requested.
- Structural Design for Piles, concrete skids, retaining wall, and Grade Beam Foundation/Slab.
- Develop new or update Spill Prevention Control and Countermeasure Plan.
- Design of new containment area, concrete skids and oil/water separator.

If such services are later determined to be required before the project is complete, they shall be performed as additional services only under a separate written agreement and as approved by the City.

2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero is not responsible for data that is not provided for during the course of this Agreement.

End of Attachment A: Scope of Services

Existing Fuel Farm

Fernandina Beach Municipal Airport

Remove (2EA) 12,000 Gallon Tanks

Replace Pump & Hose Reel

Reuse QT POD Credit Card Reader

Design Bid Documents:

Provide and Install

- 2EA 12,000 Gallon Jet A Tanks
- 1EA (100LL) AVGAS Tank

Google Earth

© 2013 Google
© 2013 Europa Technologies

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-26
Memorandum of Agreement - Florida Army National Guard

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-26

SYNOPSIS: The 2-111th Regiment, Airfield Operations Battalion, Florida Army National Guard wishes to provide temporary tower air traffic control services at the Fernandina Beach Municipal Airport during the 2020 Amelia Island Concours d'Elegance. This will be the fifth year of operational support provided by the 2-111th Regiment for the Concours weekend.

Aviation support will include Instrument Flight Rules (IFR) Clearance Delivery, and IFR arrival down time reports in support of Federal Aviation Administration (FAA), Air Traffic Services (ATS) and general aviation use relating to the Airport. No fee will be charged to the Florida Army National Guard since they are providing a free service which will enhance safety of operations at the Airport during this busy weekend.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-26.

Dale L. Martin, City Manager 2/6/2020

Tammi E. Bach, City Attorney 2/7/2020

Date: January 31, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT FOR THE 2-111TH REGIMENT, AIRFIELD OPERATIONS BATTALION, FLORIDA ARMY NATIONAL GUARD TO PROVIDE TEMPORARY TOWER AIR TRAFFIC CONTROL SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT DURING THE 2020 AMELIA ISLAND CONCOURS D'ELEGANCE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2-111th Regiment, Airfield Operations Battalion, Florida Army National Guard wishes to provide temporary air traffic control services at the Fernandina Beach Municipal Airport during the 2020 Amelia Island Concours d'Elegance; and

WHEREAS, aviation support will include Air Traffic Control Tower services at the Fernandina Beach Municipal Airport as outlined within the Memorandum of Agreement and associated documents; and

WHEREAS, no fee will be charged to the Florida Army National Guard since they are providing a free service to the City which will enhance safety of operations at the Airport during the event weekend.

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 Memorandum of Agreement, attached hereto as Exhibit "A", for the 2-111th Regiment, Airfield Operations Battalion, Florida Army National Guard to provide temporary tower air traffic control services at the Fernandina Beach Municipal Airport during the 2020 Amelia Island Concours d'Elegance.

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

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

ADOPTED this 18th day of February, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

MEMORANDUM OF AGREEMENT BETWEEN CITY OF FERNANDINA BEACH AND FLORIDA ARMY NATIONAL GUARD

This MEMORANDUM OF AGREEMENT (hereinafter called the AGREEMENT) is made and entered into this 18th day of February, 2020, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and 2-111th Aviation REGT AOB, FL Army National Guard whose address is 5629 SR 16 W Bldg. 3582, Starke, FL 32091. (hereinafter called "FLARNG").

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

WHEREAS, FLARNG will provide VFR Air Traffic Control Tower operations at the FACILITY during the Amelia Island Concours d'Elegance event for a limited period of time and consistent with the scope as provided in the DRAFT JACKSONVILLE TOWER AND FERNANDINA BEACH MUNICIPAL TEMPORARY ATC TOWER LETTER OF AGREEMENT (hereinafter "LOA"), which is attached hereto and incorporated herein as **EXHIBIT 1**.

NOW, THEREFORE, the parties agree as follows:

1. FLARNG may conduct Tower Air Traffic Control Operations at the FACILITY as provided in the LOA. The LOA shall be approved for use by the Federal Aviation Administration and executed by both parties prior to provision of ATC services at the FACILITY. A copy of the executed agreement shall be provided to the FACILITY.
2. FLARNG may conduct Tower Air Traffic Control Operations at the FACILITY on a continuous basis during this period 2 March 2020 to 9 March 2020.
3. FLARNG agrees to and shall comply with the following:
 - a. FLARNG shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - b. FLARNG shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - c. FLARNG shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - d. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - e. FLARNG will obtain all required Federal, State, County and City permits including any applicable fees.
 - f. FLARNG shall not undertake any alterations or changes in the construction of the FACILITY premises, without prior written consent of CITY.
 - g. FLARNG has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
 - h. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving FLARNG 30 day written notice of such cancellation.
 - i. FLARNG shall, at all times, abide by Federal, State, and local laws, in the Tower Air Traffic Control Operations at the FACILITY.

4. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.
5. The addresses for giving notices are as follows:

USER: LTC Michael C. Adler
5629 SR 16 W Bldg. 3582
Starke, FL 32091

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

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

USER: 2-111th Aviation Battalion

CITY OF FERNANDINA BEACH

By: 
Michael C. Adler, LTC
Its: Commander

By: _____
Dale L. Martin
Its: City Manager

Employer ID #

By: _____
Caroline Best
Its: City Clerk

WITNESS: 
Print Name: Andrew Nestor

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach
Its: City Attorney

**JACKSONVILLE ATC TOWER AND
FERNANDINA BEACH MUNICIPAL TEMPORARY ATC TOWER**

LETTER OF AGREEMENT

EFFECTIVE: March 4, 2020

SUBJECT: Authorization for Separation Services and Interfacility Coordination Procedures

1. PURPOSE. This agreement establishes procedures and responsibilities for providing Air Traffic services between Jacksonville ATC Tower (JAX) and Fernandina Beach Municipal, FL Temporary Non-Federal Control Tower (FHB NFCT). For the purpose of this LOA, FHB NFCT will exist as an operating Control Tower within Class E airspace.

2. CANCELLATION. None.

3. SCOPE. These procedures are applicable to all IFR operations at the Fernandina Beach Municipal Airport, FHB, when the FHB NFCT is operational. This letter automatically terminates at 0500Z, March 10th, 2020 (0000 Local, March 12th, 2020), unless otherwise coordinated.

4. RESPONSIBILITIES. JAX authorizes FHB NFCT to use visual separation between a departure and an arrival in accordance with the FAA JO 7110.65 Air Traffic Control.

A. JAX, during published times, must accept departure clearances and/or release requests from FHB NFCT and inform aircraft calling to contact the tower on frequency 119.95.

B. FHB NFCT, will maintain the following hours of operation:

(1).

Wednesday, 3/4/20	1000-1800L
Thursday, 3/5/20	1000-1800L
Friday, 3/6/20	0900-1700L
Saturday, 3/7/20	0900-1700L
Sunday, 3/8/20	0900-1700L
Monday, 3/9/20	0900-1300L

NOTE: Operating hours may be reduced or extended upon mutual agreement.

FHB NFCT, upon opening, will notify JAX and provide runway in use, weather, and airport status.

C. FHB NFCT, prior to closing, will notify JAX and provide airport status and forward any known IFR traffic.

D. FHB NFCT must ensure that IFR clearances do not extend beyond their hours of operation unless a clearance void time is issued.

5. PROCEDURES.

A. GENERAL.

(1). FHBT will advise JAX of the active runway, weather, equipment outages and applicable field condition reports.

(2). FHBT will advise JAX of any special weather observations.

(3). Runway 13 is designated the calm wind runway (wind less than 5 knots).

B. ARRIVALS:

(1). JAX will:

a. Provide FHBT with arrival information and approach sequence prior to 10 miles from the airport on each IFR aircraft and each aircraft conducting a practice instrument approach via recorded commercial telephone 904-277-6768 as follows:

Aircraft identification.

Type aircraft.

ETA at the airport. (See note below)

Type of instrument approach procedure.

For aircraft executing a visual/contact approach, the position of the aircraft.

Type landing if not a full stop.

NOTE: Arrival information passed without an Estimated Time of Arrival (ETA) indicates the aircraft's ETA at the airport is 10 minutes from the time the information is passed. If information on more than one aircraft is passed at the same time, or if there are inbounds passed but not yet arrived, each aircraft's ETA at the airport is 3 minutes after the preceding aircraft in the approach sequence.

b. Issue a heading of 040°, climb and maintain 2,000 feet and appropriate departure frequency for aircraft executing a planned missed approach, unless alternate departure instructions are issued and coordinated.

c. Instruct aircraft on an instrument approach to other than the advertised runway to circle to the advertised runway.

d. Transfer of communications will be completed no less than 5 miles from FHB.

(2). FHBT will:

a. Not alter the flight path of aircraft cleared for an instrument approach, or visual approach, unless prior coordination has been accomplished.

Note: For the purposes of this paragraph, flight path alterations for visual approach aircraft, which will result in less than 1 flying mile, need not be coordinated.

b. Not terminate a practice approach unless prior coordination has been accomplished.

c. Notify JAX whenever an unplanned missed approach occurs or an aircraft on an instrument approach conducts an unplanned circling approach.

d. Forward IFR arrival times or cancellations when requested by JAX.

C. DEPARTURES:

(1). JAX will:

a. Provide IFR departure clearance information via recorded commercial telephone 904-277-6768 as follows:

Aircraft identification

Aircraft type

Transponder code

Proposed time of departure

Requested altitude

Destination airport

Route of flight, if not as filed

TMU (Traffic Management Unit) EDCT, CFR, or other flow restrictions.

- b. IFR departures, except for planned missed approaches, will be assigned runway heading, climb and maintain 2,000 feet, and advised to expect requested altitude 10 minutes after departure.
- c. Contact Jacksonville ARTCC TMU to obtain a release time for all aircraft involved in TMU, Call for Release (CFR) programs.

(2). FHBT will:

- a. Obtain a release, including departure runway, from JAX for all IFR/SVFR departures via recorded commercial telephone 904-741-0284. If the aircraft has not departed within 3 minutes, the release is void.
- b. Advise JAX when an aircraft involved in a TMU, Call For Release (CFR) program begins taxi for departure. JAX will contact TMU to obtain a release time. **NOTE:** This may result in aircraft having to hold on the airport.
- c. Issue a clearance void time of 10 minutes prior to the close of business to all aircraft receiving an IFR clearance within the last 60 minutes of operation.

(3). If JAX uses the phrase “RELEASED REFERENCE arrival (identification)”, it means specifically: “VISUAL SEPARATION APPROVED BETWEEN THE DEPARTURE AND ARRIVAL, DEPARTURE RELEASED YOUR DISCRETION.” FHBT is authorized to provide visual separation between the arrival and the departure provided other IFR separation is assured before, and after, the application of visual separation. FHBT must also consider the arrival a departure when the aircraft passes the runway threshold and executing climb-out instructions.

D. SAME RUNWAY OPPOSITE DIRECTION OPERATION PROCEDURES (ODO) are not authorized at FHB.

E. SVFR OPERATIONS:

- (1).** FHBT must obtain approval from JAX prior to issuing a SVFR clearance to enter/exit the FHB Class E surface area or conduct local SVFR operations. FHBT will advise JAX when SVFR operations are complete.
- (2).** SVFR operations must remain at or below 1,500 feet MSL in the FHB Class E surface area.
- (3).** FHBT will provide JAX with an hourly SVFR operations count.

F. OPENING/CLOSING PROCEDURES. FHBT is a part time facility and will be open the hours specified by NOTAM.

- (1). Closing.** FHBT will verbally coordinate with JAX prior to closing and provide the status of any inbound IFR traffic or IFR clearances that have been issued. FHBT will notify JAX of the status of the airport and essential components that would have an impact on inbound flights; i.e., NAVAIDs, airport and approach lighting, weather, NOTAMs concerning NAS, and field conditions.
- (2). Opening.** FHBT will advise JAX upon opening each morning. JAX will verbally coordinate the status of any inbound IFR traffic or IFR clearances that have been issued. JAX will relay any known conditions affecting the status of the airport and essential components; i.e., NAVAIDs, weather, NOTAMs concerning NAS, etc.

Natalie Smith
Air Traffic Manager
Jacksonville ATC Tower

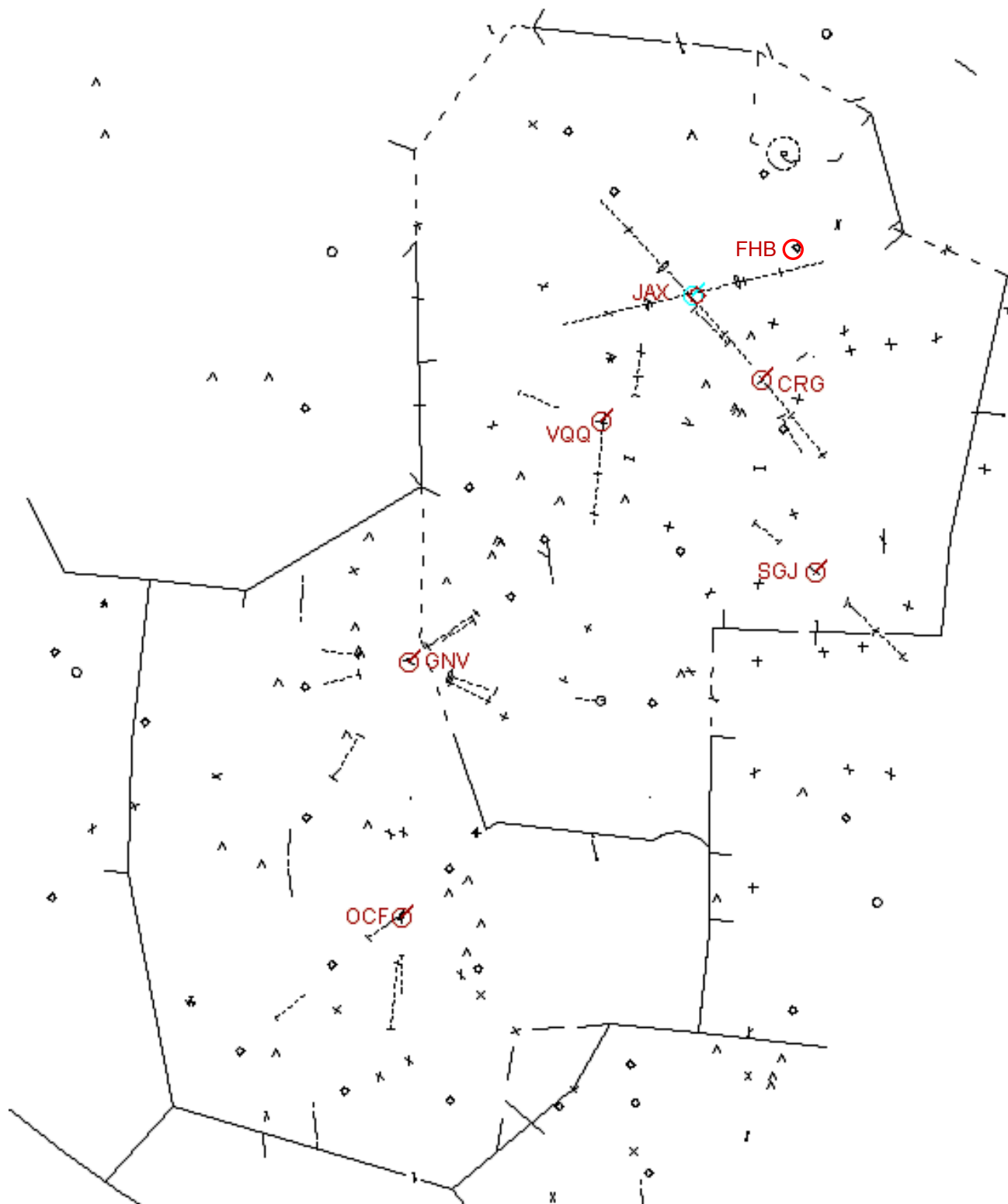
LTC Michael C. Adler
Commander, FL Army National Guard
Fernandina Temporary ATC Tower

**JACKSONVILLE ATC TOWER AND
FERNANDINA BEACH MUNICIPAL TEMPORARY ATC TOWER**

LETTER OF AGREEMENT

EFFECTIVE: March 4, 2020

JACKSONVILLE TRACON AIRSPACE





REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
FLORIDA ARMY NATIONAL GUARD
2-111TH AVIATION REGIMENT (AOB)
5629 STATE ROAD 16 W., BUILDING 3581
STARKE, FL 32091-9703

NGFL-BAA-ACD

31 Jan 2020

MEMORANDUM FOR CITY OF FERNANDINA BEACH, FLORIDA

FROM: 2-111th AVN REGT AOB
5629 W SR 16 Bldg. 3582
Starke, FL 32091

SUBJECT: Self Insurance Statement

1. During the period of 3-9 March 2020, the 2-111th AVN REGT AOB will perform Air Traffic Operations at the Fernandina Beach Municipal Airport, Florida. The purpose of this memorandum is to provide the necessary documentation establishing that the United States Army, including the Florida Army National Guard, is a self-insured entity.
2. If at any time a member of the 2-111th AVN REGT AOB becomes injured or ill for any reason during the course of their military duties at the Fernandina Beach Airport, the United States Army, and Florida National Guard will be responsible for all claims. The City of Fernandina Beach will be relieved of financial responsibility resulting in personnel injury or illness and equipment damage. The United State Army and the Florida Army National Guard will bear the responsibility to process and administer any such circumstances.
3. All questions or concerns regarding this correspondence may be directed to CW3 Adam Denny at (904) 682-2023 or LTC Michael C. Adler at (904) 682-2024.

A handwritten signature in black ink, reading "Michael C. Adler".

MICHAEL C. ADLER
LTC, AV, FLARNG
COMMANDER

DISTRIBUTION:

1-Fernandina Beach Municipal Airport Manager

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-27
Task Order #2 - Hanson Professional Services, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-27

SYNOPSIS: This Task Order is for construction administration and inspection services for the Airport fuel farm rehabilitation project, which is funded under a Public Transportation Grant Agreement from the Florida Department of Transportation (FDOT). This Task Order is associated with the recommendation to award the fuel farm rehabilitation project to RC Development Group, Inc.

The proposed cost for this Task Order is \$38,458.00, and FDOT will pay for 80% of this cost under the PTGA with the remaining 20% to be paid by the Airport fund. This is a budgeted expense within the current fiscal year.

FDOT has reviewed this Task Order and concurs with the scope and expense of the Task Order.

FISCAL IMPACT: Funding to support Task Order #2, including the City's cost share, has been budgeted in Airport Improvements Account, 420 56300, in FY 2019/2020.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-27.

Dale L. Martin, City Manager	2/6/2020
Pauline Testagrose, Comptroller	2/6/2020
Tammi E. Bach, City Attorney	2/10/2020

Date: January 31, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TASK ORDER #2 WITH HANSON PROFESSIONAL SERVICES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE AIRPORT FUEL FARM REHABILITATION PROJECT AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation awarded Public Transportation Grant Agreement # 438035-1-94-19 to the City of Fernandina Beach for the rehabilitation of the Airport fuel farm; and

WHEREAS, to comply with grant agreement provisions for inspection services under the grant, Hanson Professional Services, Inc. has submitted Task Order #2 in the amount of \$38,458.00 to provide construction administration and periodic inspection; and

WHEREAS, funds to cover Task Order #2 and the City's match have been budgeted in the Airport Improvements account, 420 56300, in FY 2019/2020.

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

SECTION 1. The City Commission hereby approves Task Order #2 with Hanson Professional Services, Inc., attached hereto as Exhibit "A", in the amount of \$38,458.00 to provide construction administration and inspection associated with the rehabilitation of the Airport fuel farm.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Task Order #2 upon review of the City Attorney.

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

ADOPTED this 18th day of February, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**TASK ORDER NUMBER 2
Above Ground Aviation Fuel Farm Improvements
Construction and RPR Services**

THIS TASK ORDER is made effective as of the ____ day of _____ 2020, between the **City of Fernandina Beach**, a political subdivision of the State of Florida, (hereinafter referred to as the "City"), and **HANSON PROFESSIONAL SERVICES, INC.** a Delaware Corporation authorized to transact business in the State of Florida (hereinafter referred to as the "Professional") (Collectively, the "Parties").

It is agreed to undertake the following work in accordance with the provisions of our Agreement to Furnish Professional Services Continuing Contract dated November 15, 2018.

Description of Assignment:

This project includes the construction administration and construction observation services for the Above Ground Aviation Fuel Farm Improvements project.

SEE ATTACHMENT "A" – SCOPE OF SERVICES.

Basis of Compensation:

The total LUMP SUM fee is **Thirty-eight Thousand Four Hundred Fifty-eight Dollars and 00/100 cents (\$38,458.00).**

SEE ATTACHMENT "B" – FEE SUMMARY

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the respective dates under each signature.

**HANSON PROFESSIONAL
SERVICES INC.**

**City of Fernandina Beach
Fernandina Beach Municipal
Airport**

By

By

Blake Swafford

Dale L. Martin

Print Name

Print Name

Vice President

City Manager

Print Title

Print Title

Date

Date

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

Attachment "A" - Scope of Services Fernandina Beach Municipal Airport Above Ground Aviation Fuel Farm Improvements

Services:

The Scope of Services to be provided is limited to items described below. Additional services, if required, may be subsequently authorized by the owner as a separate or amended task order.

Part 1 - Construction Administration

1. Provide General Construction Administrative services as needed.
2. Attend Preconstruction Meeting. Prepare meeting agenda, sign-in sheet, and meeting notes. The meeting notes and sign-in sheet will be electronically distributed to attendees.
3. Engineer of Records review of submittals, respond to requests for information (RFI) and site visits
4. Construction Progress Meetings/Coordination. Project staff to participate (by phone conference) in construction progress meetings/coordination to discuss and coordinate project specifics with airport staff and/or contractor.
5. Construction Site Visits. Engineering staff to make up to two (2) site visits to observe construction progress, general character and quality of the work.
6. Evaluate Contractor Pay Requests. Review Contractor pay requests and recommend payment, including adjustments in accordance with the contract documents.
7. Coordinate with the contractor to provide final project record drawings.
8. Project Closeout. Assemble and submit final project records.

Part 2 - Construction Monitoring

1. Construction Site Visits. Project staff to make up to six (6) site visits to observe construction progress for general conformance and quality of work to the contract documents.
2. Substantial completion observation. Attend a substantial completion walkthrough and issue a punch list of items to be completed prior to final acceptance.
3. Perform a final inspection and observations of punchlist items.

QUALIFICATIONS:

Our services shall be limited by the following Qualifications:

1. Direct expenses related to the project, such as travel and per diem will be reimbursed at the allowable FDOT rates.
2. Submittal/Shop Drawing Reviews/RFI's are not included in this scope of work.
3. Only those services identified above are included in this Agreement.

End of Scope of Services

ATTACHEMENT B"
FEE SUMMARY
FERNANDINA BEACH MUNICIPAL AIRPORT
ABOVE GROUND AVIATION FUEL FARM IMPROVEMENTS
TASK ORDER NO. 2
CONSTRUCTION AND RPR SERVICES

Task	Task Description	Total Cost	Total Hours	Project Manager E/A/S VII	Electrical Engineer E/A/S VI	RPR	Clerical Admin	Sub Consultant
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Part 1 - Construction Phase Services

	General Construction Administration	\$ 2,539	17	4	4	4	5	
	Pre-Construction Meeting	\$ 3,430	22	8		12	2	
	Engineer of Record submittal reviews, RFI responses, & Site visits	\$ 12,000						12000
	Progress Meetings/Coordination	\$ 1,300	10			10		
	Electrical Engineer Site Visit	\$ 2,816	16		16			
	Pay Requests	\$ 772	4	2	2			
	Record Drawings	\$ 2,259	15	2	4	8	1	
	Project Closeout	\$ 3,032	20	6	2	8	4	
Sub-Total:		\$ 28,148	104	22	28	42	12	

Part 2 - Additional Services

	Resident Project Representative							
	1 Day Prep Time	\$ 1,040	8			8		
	4 Site visits during construction	\$ 5,200	40			40		
	Substantial Completion/Punch List	\$ 1,300	10			10		
	Final Inspection	\$ 1,300	10			10		
Sub-Total:		\$ 8,840	68	0	0	68	0	

TOTAL - BASIC SERVICES \$ 36,988

DIRECT COSTS - BASIC SERVICES

	Per Diem - (8 days @ \$36)	\$ 288
	Travel - Airport (8 trips @ 332 miles roundtrip X \$.445/mile)	\$ 1,182
Sub-Total:		\$ 1,470

Total Lump Sum Fee: \$38,458

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE

CITY OF FERNANDINA BEACH, FLORIDA

CONTINUING CONTRACT

This AGREEMENT made on the 15th 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, **Hanson Professional Services, Inc.** whose address is 8075 Gate Parkway West, Suite 204, Jacksonville, FL 32216, ("CONSULTANT").

For the consideration hereinafter set forth, **Hanson Professional Services, 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:

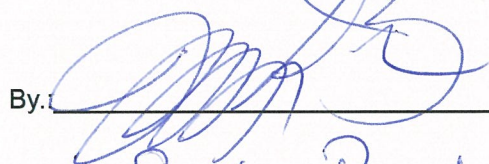


Tammi Bach, City Attorney



Caroline Best, City Clerk

HANSON PROFESSIONAL SERVICES, INC.
CONSULTANT



By: _____

Title: _____

Sr. Vice President

WITNESS:

Name: Suzanne Cresswell

Sign: Suzanne Cresswell

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-28
Naming of Peck Center Gymnasium - Coach Nelson P. Williams, Jr.

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-28

SYNOPSIS: The Peck Center Alumni Association has expressed interest in honoring Coach Nelson P. Williams, Jr. for his leadership and contributions to the African American community by naming the Peck Center Gymnasium in his honor. Peck Center Alumni Association President Mr. Neil Frink will be in attendance to accept the Resolution.

FISCAL IMPACT: Funding in the amount of \$500 will be transferred from the City Commission Professional Services account, 0011100 53100, to the City Commission Operating Supplies account, 0011100 55200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-28.

Caroline Best, City Clerk	1/31/2020
Nicole Bednar, Administrative Services Manager	2/5/2020
Dale L. Martin, City Manager	2/6/2020
Pauline Testagrose, Comptroller	2/6/2020
Tammi E. Bach, City Attorney	2/7/2020

Date: January 22, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RECOGNIZING COACH NELSON P. WILLIAMS' CIVIC SERVICE BY NAMING THE PECK CENTER GYMNASIUM, THE "COACH NELSON P. WILLIAMS, JR. GYMNASIUM"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Coach Nelson P. Williams, Jr., deceased, was a long-term advocate and mentor to the youth in the City of Fernandina Beach African American community; and

WHEREAS, after graduating from Peck High School, Coach Williams became a Marine Drill Instructor, upon receiving discharge orders, Coach Williams earned a bachelor's degree in physical education from Bethune Cookman College; and

WHEREAS, upon graduating from college, Coach Williams returned to his beloved Peck High School to begin teaching physical education and to coach football, basketball and track. Coach Williams hosted fundraisers in order to purchase new sports uniforms and school buses which had previously been limited to hand-me-downs. Coach Williams mentored, motivated and inspired generations of youngsters to take pride in their heritage, appearance, athletic ability and most importantly, their education; and

WHEREAS, Coach Williams also led the initiatives to construct the Elm Street Recreation Center and the Peck High School Gymnasium. Coach Williams' exemplary civic service spanned the course of numerous decades with thousands of hours dedicated to encouraging, teaching and tutoring the youth of Fernandina Beach; and

WHEREAS, funding in the estimated amount of \$500 will be transferred from the City Commission Professional Services account, 0011100 53100, to the City Commission Operating Supplies account, 0011100 55200, for this expenditure.

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

SECTION 1. The City Commission hereby names the Peck Center gymnasium located at 510 South 10th Street, the "Coach Nelson P. Williams, Jr. Gymnasium" and directs the City Manager to affix that name to said gymnasium in honor of the contributions and efforts of Coach Nelson P. Williams, Jr.

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

ADOPTED this 18th day of February, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner-Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



TAMMI E. BACH
City Attorney



Peck Alumni Association

Honorable City Commissioners:

We, the Peck High Alumni Association, have a concern about the history of our City. Our most heart-felt concern is our Alma Mater Peck High.

We would appreciate your consideration in naming the Peck gym in honor of Coach Nelson P. Williams. We request this action based on the following:

- Fernandina is his home
- Ex-Marine Drill Instructor
- Graduate of Bethune Cookman College
- Community leader and coach at Peck
- Led the community in the building of MLK Center and the building of Peck Gym
- Was instrumental in Peck becoming a champion in football and basketball
- Under his leadership, the Class of 1959 was named Division Champions
- He was more than a coach, he was a mentor to all of us

On behalf of the Peck Alumni, we thank you very much for your consideration. As President, it would be an honor to speak to you with a small presentation.

With Appreciation,

Neil

Neil Frink

OFFICERS

President

Neil Frink

Vice President

Secretary

Louryne Spaulding

Financial Secretary

Liz Harvey

Treasurer

Sandra Palmer

Chaplin

Herman White

Peck High School Alumni Association
Post Office Box 15302
Fernandina Beach, FL 32035

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-29
Contract Approval - Adam S. Branoff, M.D.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-29

SYNOPSIS: Section 401.265(1), Florida Statutes, requires that each basic life support transportation service or advanced life support service must contract with a Medical Director, who shall be a licensed physician, to supervise and accept responsibility for the medical performance of the emergency medical technicians and paramedics operating for that emergency medical services system.

On September 23, 2019, the City of Fernandina Beach hired Adam S. Branoff, M.D. as an Associate Medical Director, to assist the existing contracted Medical Director with relevant duties on a part-time basis.

On February 1, 2020, the extension of the initial contract with the City's existing Medical Director, approved via Resolution 2013-156, will expire without additional extension.

Dr. Branoff currently holds a valid and unrestricted license to practice medicine in the State of Florida and possesses a valid DEA registration, as well as the expertise necessary to supervise and accept all responsibilities of medical direction.

It is necessary, and in the best interest of the City, to enter into a formal contract for services with Dr. Branoff as the Medical Director.

FISCAL IMPACT: Funds totaling \$30,000 are included in the FY 2019/2020 Budget for the purpose of Medical Director costs in the Fire Contractual account, 0012200 53400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-29.

Ty Silcox, Fire Chief	1/8/2020
Dale L. Martin, City Manager	1/9/2020
Pauline Testagrose, Comptroller	1/13/2020
Tammi E. Bach, City Attorney	2/3/2020

Date: January 08, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A CONTRACT WITH ADAM S. BRANOFF, M.D. FOR MEDICAL DIRECTOR SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 401.265(1), Florida Statutes, requires that each basic life support transportation service or advanced life support service must contract with a Medical Director, who shall be a licensed physician, to supervise and accept responsibility for the medical performance of the emergency medical technicians and paramedics operating for that emergency medical services system; and

WHEREAS, on September 23, 2019, the City of Fernandina Beach hired Adam S. Branoff, M.D. as an Associate Medical Director, to assist the existing contracted Medical Director with relevant duties on a part-time basis; and

WHEREAS, on February 1, 2020, the extension of the initial contract with the City's existing Medical Director, approved via Resolution 2013-156, will expire without additional extension; and

WHEREAS, Dr. Branoff currently holds a valid and unrestricted license to practice medicine in the State of Florida and possesses a valid DEA registration, as well as the expertise necessary to supervise and accept all responsibilities of medical direction; and

WHEREAS, it is necessary, and in the best interest of the City, to enter a formal contract for services with Dr. Branoff as Medical Director.

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 contract with Adam S. Branoff, M.D., attached hereto as Exhibit "A", for services as Medical Director for the Fernandina Beach Fire Department.

SECTION 2. The City Manager and City Clerk have been authorized to execute the contract, reviewed and approved by the City Attorney.

SECTION 3. This Resolution shall be effective immediately.

ADOPTED this 18th day of February, 2020.

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

**FIRE DEPARTMENT ADVANCE LIFE SUPPORT MEDICAL DIRECTOR
2020 – 2021 CONTRACT**

THIS AGREEMENT made and entered into this 16th day of February, 2020, by and between ADAM S. BRANOFF, M. D., Medical Director, First Responder, Basic Life Support (BLS), and Advanced Life Support (ALS) Medical Director, hereinafter referred to as "Medical Director", and the CITY OF FERNANDINA BEACH, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, Section 401.265(1), Florida Statutes, requires that each basic life support (BLS) transportation service or advanced life support (ALS) service must contract with a medical director, and Chapter 64JJ-11.004, Florida Administrative Code, requires that each ALS or BLS provider shall maintain on file for inspection and copying by the Department of Health, its current contract for a medical director by which it employs or independently contracts with a physician qualified pursuant to this Section to be its medical director; and

WHEREAS, Section 401.265(1), Florida Statutes, requires that such medical director, who shall be a licensed physician, to supervise and assume direct responsibility for the medical performance of the Emergency Medical Technicians (EMTs) and Paramedics operating for that emergency medical services system; and

WHEREAS, the City is desirous of obtaining the services of a qualified practicing physician to serve as First Responder, Lifeguard, BLS, and ALS Director in the performance of duties relating to the establishment and operation of First Responder, Lifeguard, BLS, and ALS services within the City; and

WHEREAS, Dr. Adam S. Branoff currently holds a valid and unrestricted license to practice medicine in the State of Florida and possesses the expertise necessary to supervise and accept responsibility for the establishment and maintenance of the First Responder, Lifeguard, BLS, and ALS services within the City; and

WHEREAS, Dr. Adam S. Branoff also holds a valid DEA registration to provide controlled substances to the City and said proof of registration shall be maintained on file with the City and shall be readily available for inspection.

NOW THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed between parties as follows:

1. **PAYMENTS:** For the services, duties, and facilities hereinafter provided and performed, the City agrees to pay to the Medical Director a retainer equal to the sum of thirty thousand dollars (\$30,000.00) payable in equal monthly installments of \$2500.00. Payments will begin March 1, 2020 for the 2020 – 2021 contract.
2. In addition to the compensation as set forth in Paragraph 1, the City shall reimburse the Medical Director for reasonable registration fees to permit the Medical Director to attend professional conferences pertaining to emergency medical services in each fiscal year up to an amount not to exceed two thousand dollars (\$2,000.00); provided further that such funds are provided for in the annual budget of the City in

any fiscal year during the term of this agreement. Selection of any such professional conferences shall be in the sole discretion of the Medical Director with prior notification to the Fire Chief. If travel is required outside the corporate limits for City business, the Medical Director shall receive mileage reimbursement for personal vehicle for said travel in accordance with Florida Statutes, §112.06. Proper accounting documents shall be provided to the Fire Chief's Office.

3. DUTIES: Professional services, duties, and responsibilities of the Medical Director shall be:

- (a) The Fernandina Beach Fire Department (FBFD) Medical Director shall have and maintain the expertise and competence to serve as First Responder, Lifeguard, Basic Life Support (BLS), and Advance Life Support (ALS) Medical Director for the City of Fernandina Beach Fire Department as defined by applicable State laws and regulations. It is agreed that Adam S. Branoff, M.D. will serve the City as its Medical Director.
- (b) The Medical Director shall report directly to the Fire Chief or his/her designee.
- (c) The Medical Director will be directly responsible for advising the City of Fernandina Beach Fire Department as to his assessment of the competence of each of the Department's Paramedics and EMT's and for making recommendations regarding the medical procedures which each Paramedic and EMT should be authorized to perform. Such assessment shall be made by utilizing reasonable evaluation processes and techniques and shall include, at least, assessment of each paramedic's ability to:
 - (1) Appropriately evaluate emergency medical patients and determine proper priorities for emergency medical care;
 - (2) Receive and understand proper orders from a physician providing direct supervision of the Paramedic and EMT;
 - (3) Understand and properly apply any standing orders authorized by the Medical Director;
 - (4) Understand the legal relationships between the Paramedic and EMT, and the Medical Director(s) under agreement to provide responsible supervision of the paramedic and any other physicians; and
 - (5) Perform the specific medical procedures which the Paramedic and EMT is specifically authorized by the Medical Director and by the Fernandina Beach Fire Department to perform.
- (d) To demonstrate and have available for review by the Fire Department documentation of active participation in a regional or statewide physician group involved in pre-hospital care.
- (e) To develop medically correct standing orders or protocols which permit specified Lifeguards, BLS, and ALS procedures when communication cannot be established with a supervising physician (Medical Control) or when any delay in patient care would potentially threaten the life or health of the patient. The Medical Director shall issue standing orders and protocols to the provider to ensure that the provider transports each of its patients to facilities that offer a type

and level of care appropriate to the patient's medical condition as available in the service region.

- (f) The Medical Director shall appoint after reasonable evaluation an Associate Medical Director to provide medical direction in the absence of the FBFD Medical Director.
- (g) The Medical Director, or his/her appointed Associate Medical Director, shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include, the development of patient care and procedural protocols, direction to personnel of the City of Fernandina Beach Fire Department as to availability of medical direction "off- line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Florida Administrative Code 64J-1.004 (Medical Direction) and FS 252.34(3).
- (h) Develop, implement, and maintain a patient care quality assurance system to assess the medical performance of First Responders, Lifeguards, EMT's, and Paramedics. The Medical Director shall audit the performance of system personnel by use of a quality assurance program to include, but not be limited to, a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols, and procedures. The Medical Director shall be responsible for participating in quality assurance programs.
- (i) The Medical Director shall ensure and certify that security procedures of the Fire Department for medications, fluids, and controlled substances follow Florida Statutes, Chapters 499 (Florida Drug and Cosmetic Act) and 893 (Drug Abuse Prevention and Control), and with Chapter 64F-12 (Regulations for Drugs, Devices and Cosmetics), Florida Administrative Code.
- (j) Create or cause to be created, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids, and controlled substances by all Fire Department personnel.
- (k) Notify the Department in writing of each substitution of equipment or medication.
- (l) Assume direct responsibility to develop guidelines for the use of a First Responder, Lifeguard, EMT, and Paramedic of an automatic or semi-automatic defibrillator, and the performance of endotracheal intubation by a Paramedic. The Medical Director is to ensure that the First Responder, Lifeguard, EMT, and Paramedic is trained to perform these procedures, shall establish written protocols for the performance of these procedures, and shall provide written evidence to the Department documenting compliance with the provisions of this Paragraph.
- (m) Ensure that all EMT's and Paramedics are trained in the use of the trauma scorecard methodologies as provided in Section 64J-2.004, Florida Administrative Code, for adult patients, and in Section 64J-2.005, Florida Administrative Code, for pediatric trauma patients.

- (n) Develop and revise, when necessary, trauma transport protocols for submission to the Department for implementation and approval.
- (o) Attendance once a week at the department to be utilized as, but not limited to; policy/procedure development, ride time, quality assurance and paramedic check-off/evaluation. Provide a minimum of ten (10) hours per year of continuing medical education related to pre-hospital care and teaching, or a combination of both as required by 64J-1.004 (2)(K) Medical Direction. Continuing education hours can be accomplished by outside medical professionals and is not limited to ten (10) hours.
- (p) The Medical Director is to become certified, and maintain certification, as an ACLS Instructor. Upon becoming certified as an instructor, he is to facilitate keeping the Fernandina Beach Fire Department personnel certified in ACLS.

4. INSURANCE AND INDEMNIFICATION:

- (a) The Medical Director shall at all times be covered by professional liability insurance for his work performed under this Agreement in an amount of not less than \$1,000,000.00 per person \$3,000,000 per aggregate, which shall be paid for by the City, not to exceed a yearly premium of \$5,000.00. The City agrees to pay for said coverage through January 31, 2021. The Certificate of Insurance shall contain a statement that the insurer will mail notice to the City and a copy to the Medical Director at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy. Such Certificate of Insurance shall be in the form as approved by the City, naming the City as additionally insured and such Certificate shall clearly state all the coverage required in this Agreement.
- (b) Except otherwise provided herein, the City and Medical Director hereby acknowledge that they are not liable for the negligence of each other, and that they will indemnify and save harmless each other from all liability, (including attorney's fees), arising out of any service, duty or obligation herein set forth. Nothing contained herein 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.

5. INDEPENDENT CONTRACTORS: The Medical Director shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall in any way be interpreted or construed to constitute the Medical Director or any of his agents or employees as the agent, employee, or representative of the City.

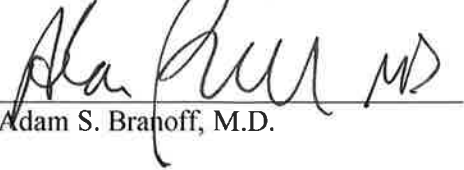
6. TERM: This agreement will be for the term of one (1) year commencing from the date of February 16, 2020. The agreement may be renewed yearly for up to five (5) years upon mutual agreement of both parties. This Agreement supersedes any and all contracts of agreements, oral or written, express or implied, heretofore entered into by and between the parties hereto. Either party to this Agreement shall have the right to terminate same at any time upon thirty (30) day notice to the other party, provided, however, that this Agreement shall automatically terminate upon suspension or revocation of the license to practice medicine in the State of Florida held by the Medical Director.

7. NOTICE: Notice under this Agreement shall be given to the City by delivering written notice to the City of Fernandina Beach, Fire Chief, 204 Ash Street, Fernandina Beach, Florida 32034, and notice shall be given to the Medical Director by delivering written notice to Adam S. Branoff, M.D., 2756 Jean Lafitte Boulevard, Fernandina Beach, FL, 32034.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal on the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

MEDICAL DIRECTOR



Adam S. Branoff, M.D.

FERNANDINA BEACH, FLORIDA

Dale L. Martin
City Manager

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-30
Sole Source Vendor Approval - Schwalls Consulting LLC / Budget Amendment -
Building

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-30

SYNOPSIS: Schwalls Consulting LLC, in conjunction with McKiernan Consulting Services, LLC, (collectively, Consultants) provide consulting services in support of developing a Program for Public Information (PPI) as part of the City's Community Rating System (CRS) program.

By developing and implementing a PPI under the CRS program, the City has an opportunity to increase outreach into important stakeholder groups, expand the messages delivered, and target delivery. In addition, a PPI increases the CRS credit for many activities already being conducted by the City. Schwalls Consulting is the sole consultant with unique qualifications and involvement in FFMA (Florida Flood Plain Manager Association), has provided consulting services for floodplain support in the past couple of years. Although this is not urgent or an emergency, it is an important part of the City goals to improve community outreach and CRS rating.

Funds were not included in the FY 2019/2020 budget for this service. Per Florida Statute 553.80(2)(c), Building Department funds cannot be used for community functions, boards, or any other program not directly related to enforcement of the Florida Building Code. These CRS Community outreach activities will benefit the community with points toward a better CRS rating.

FISCAL IMPACT: A transfer of \$25,400 from the General Fund Contingency account, 0018200 59900, to the Building Professional Services account, 0012400 53100, is needed for Consulting Services for a Program for Public Information (PPI) for the Community Rating System (CRS) outreach.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-30.

Stephen Beckman, Building Director	1/25/2020
Dale L. Martin, City Manager	2/6/2020
Pauline Testagrose, Comptroller	2/6/2020
Tammi E. Bach, City Attorney	2/7/2020

Date: January 25, 2020

Submitted By: Stephen Beckman, Building Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING SCHWALLS CONSULTING, LLC AS A SOLE SOURCE VENDOR FOR CONSULTING SERVICES RELATED TO THE PUBLIC INFORMATION (PPI) PROGRAM FOR THE COMMUNITY RATING SYSTEM (CRS) IN FISCAL YEAR 2019/2020; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Building Department conducts community outreach and education, which contributes to the Community Rating System (CRS) rating for the City; and

WHEREAS, Schwalls Consulting, LLC is considered a sole source vendor since Mr. Schwalls is an approved classroom instructor whose classes provide CEU's for Engineers, Floodplain Managers, Contractors, and Surveyors. Also, Mr. Schwalls is a Certified Floodplain Manager who provides support to communities for floodplain and CRS; and Mr. Schwalls has provided department and community support over the past two years; and

WHEREAS, the City wishes to engage Schwalls Consulting, LLC for matters relating to Public Information and education; and

WHEREAS, funds were not included in the FY 2019/2020 budget for this service; and

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

WHEREAS, the proposed fees associated with the tasks outlined in the Scope of Services are expected not to exceed \$25,400. Staff recommends a budget transfer in the amount of \$25,400 from the General Fund Contingency account, 0018200 59900, to the Building Professional Services account, 0012400 53100, in FY 2019/2020.

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

SECTION 1. The City Commission hereby approves Schwalls Consulting, LLC as a sole source vendor for consulting services related to a program for public information for the Community Rating System (CRS).

SECTION 2. The City Manager and City Clerk are hereby authorized to execute a consulting agreement with Schwalls Consulting LLC, attached hereto as Exhibit "A," upon review and approval of the City Attorney.

SECTION 3. The City Commission hereby approves a budget transfer in the amount of \$25,400 from the General Fund Contingency account, 0018200 59900, to the Building Professional Services account, 0012400 53100, in FY 2019/2020.

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

ADOPTED this 18th day of February, 2020.

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 of Fernandina Beach
CRS Program for Public Information
Scope of Services**

November 1, 2019

BACKGROUND

The City of Fernandina Beach (Client) has requested that Schwalls Consulting LLC, in conjunction with McKiernan Consulting Services, LLC, (collectively, Consultants) provide consulting services in support of developing a Program for Public Information (PPI) as part of the City's Community Rating System (CRS) program. By developing and implementing a PPI under the CRS program, the Client has an opportunity to increase outreach into important stakeholder groups, expand the messages delivered, and target delivery. In addition, a PPI increases the CRS credit for many activities already being conducted by the Client. This Scope of Services provides for the following efforts by the Consultants.

TASK 1 DATA COLLECTION AND REVIEW

The Consultants will obtain and review information regarding the Client's existing outreach activities and CRS credits, in order to maximize the impact of the PPI. This information will be obtained from the Client and stakeholders, and will be part of the analysis conducted to develop the PPI. The information reviewed or developed may include existing related committees, key stakeholders, target areas and audiences, current flood insurance coverage, existing public education programs, and required PPI Committee members. The collected and developed information will be compiled into list of current activities, along with a matrices indicating the impact to CRS credits from each item.

TASK 2 OUTREACH DEVELOPMENT

From this compiled information, the Consultants will work with the Client and the PPI Committee to create appropriate messages for the outreach area, and to develop outreach projects to deliver the targeted messages. In addition, the Consultants will assess opportunities to obtain additional CRS credit by either incorporating additional outreach messages, or implementing new activities into the PPI messaging. These identified outreach projects and additional public information efforts will be combined into a list for delivery to the Client.

TASK 3 PPI DOCUMENT

The Consultants will compile meeting notes, documents from Tasks 1 and 2, and other relevant material into a PPI document for a concurrent review by the Client and PPI Committee. The Consultants will address up to two (2) rounds of comments into a final document for presentation to the City Commission for adoption. The Consultants will provide support to the Client through the adoption process.

TASK 4 PROJECT MANAGEMENT

The Consultants will correspond with the Client via telephone, email, and written correspondence on a regular and ongoing basis. Up to five (5) meetings are expected as part of developing the PPI, including Kickoff, PPI Committee Development, and PPI Committee Meetings to assess needs, formulate messages, and identify outreach projects.

REIMBURSABLE EXPENSES

The Consultants anticipate that non-labor costs may be incurred as part of these services, at the request of Client. These could include costs related to travel, meeting attendance, or report production. An estimated cost has been included in the budget shown in **Table 1**. Reimbursable expenses shall be billed on an as-incurred basis and are subject to the guidelines identified under COMPENSATION.

COMPENSATION

The fees for each task are identified in Table 1, on a Not-to-Exceed (NTE) basis. The Consultants will provide invoices to the Client via email monthly, as necessary, based on incurred hours and any reimbursable expenses, identifying the related project and tasks. All invoices shall be due in accordance with the Florida Local Government Prompt Payment Act. The Consultants will bill against the NTE amount until such time as the amount is reached. If hours remain after completion of a task, Client may allot these amounts to additional services. If any additional services are requested beyond the total NTE amount, a new Scope of Services would be required. Requests for additional services shall be submitted to the Consultants via email, and must be agreed upon by both the Consultants and Client.

SCHWALLS CONSULTING LLC**CITY OF FERNANDINA BEACH**

Delton S. Schwalls, P.E., CFM
President

Dale L. Martin
City Manager

Date

Date

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY



City of Fernandina Beach
CRS Program for Public Information

Table 1 - Budget

November 1, 2019

Task	Description	Hours (Not to Exceed)	Labor Cost
1	Data Collection and Review*	20	\$ 3,300
2	Outreach Development*	40	\$ 6,600
3.a	PPI Document*	20	\$ 3,300
3.b	PPI Document**	10	\$ 1,750
4.a	Project Management*	30	\$ 4,950
4.b	Project Management**	20	\$ 3,500
			\$ -
TOTAL (LABOR)		140	\$ 23,400
Reimbursable Expenses		Unit	Estimates
General Expenses		--	\$ 2,000.00
Mileage		TBD	\$ -
Hotel (nights)		TBD	\$ -
Tolls		TBD	\$ -
Meals (Per Diem)		TBD	\$ -
TOTAL (EXPENSES)		--	\$ 2,000.00
		TOTAL	\$ 25,400

McKiernan Consulting Services, LLC @ \$165/hr *

Schwalls Consulting LLC @ \$175/hr **

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-31
Code Enforcement Fine Reduction and Release of Lien - Michael Richardson

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-31

SYNOPSIS: Mr. Michael Richardson is requesting a reduction of code enforcement fines. His property located at 314 Elm Street has a history of vegetation overgrowth in violation of City Codes. The property is in compliance at this time. Mr. Richardson has paid fines to the City in excess of \$15,000 for similar code violation(s) in the past. Now, Mr. Richardson claims he needs to do major improvements on the home located on this property and will not have money for the improvements if he has to pay the City the entire amount due \$17,600 plus \$395 in fees for this most recent code enforcement case.

Staff recommends a fine reduction to \$5,000.00 plus administrative fees of \$395.91 for a total of \$5,395.91.

FISCAL IMPACT: The payment amount approved by the City Commission will be deposited into the General Fund Code Enforcement Fees & Fines account, 001 32900.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-31.

Tammi E. Bach, City Attorney	1/31/2020
Dale L. Martin, City Manager	2/7/2020
Pauline Testagrose, Comptroller	2/7/2020

Date: January 30, 2020

Submitted By: Tammi E. Bach, City Attorney

COMMISSION ACTION: Adopt

RESOLUTION 2020-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A REDUCTION OF CODE ENFORCEMENT FINES FOR MICHAEL RICHARDSON FOR CODE ENFORCEMENT VIOLATIONS AT 314 ELM STREET CONTINGENT UPON FULL PAYMENT OF REDUCED AMOUNT NO LATER THAN MARCH 18, 2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael Richardson owns property located at 314 Elm Street where code violations such as lack of maintenance of vegetation have been ongoing intermittently for several years; and

WHEREAS, the Code Enforcement and Appeals Board (CEAB) found Mr. Richardson's property in violation of the Code of Ordinances and ordered fines and administrative fees be attached to Mr. Richardson's property as a lien eventually totaling over \$18,000; and

WHEREAS, Mr. Richardson has brought the code violation into compliance and is requesting a reduction of fines and a satisfaction of lien from the City Commission in accordance with Section 162.09, Fla. Stats. and City ordinances; and

WHEREAS, staff recommends a fine reduction to \$5,000.00 plus administrative fees of \$395.91 for a total of \$5,395.91.

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

SECTION 1. The City Commission hereby authorizes a reduction of fines to \$5,395.91 and a satisfaction of lien be executed, specifically conditioned upon Mr. Richardson paying the reduced fines and all administrative to the City on or before March 18, 2020.

SECTION 2. The Mayor is authorized to execute such satisfaction of lien upon the City's receipt of full payment of the reduced fines and all administrative fees from Michael Richardson. The City Clerk is authorized to record such executed satisfaction of lien in the public records of Nassau County, Florida.

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

ADOPTED this 18th day of February, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

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

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Michael Richardson Architect

(904)-583-1895

516 Ash Street
Fernandina Beach, Florida
32034

27 January 2020

To: City of Fernandina Beach City Council

Subject: City of Fernandina Code Enforcement Violation

A city code enforcement violation fine is currently pending on my property at 314 Elm Street, Fernandina Beach, Nassau County, Florida in the amount of \$18,082.18 for failure to maintain the rear yard. I currently have plans to install a new roof on the residence and make other improvements. Payment of this fine will put these improvements on hold indefinitely. I am respectfully requesting a reduction to this fine to allow improvements to the residence and property to continue. Thank you for your consideration.

A handwritten signature in cursive script that reads "Michael Richardson". The ink is dark and the signature is fluid, with a long, sweeping tail on the "n" of Richardson.

Michael Richardson





2





4



CITY OF FERNANDINA BEACH

George Wells

Code Enforcement Department
(904) 310-3440

Code Enforcement Officer
(904)310-3442

**FINES & FEES INCURRED FROM
314 ELM STREET
AS OF 01/31/20
CODE CASE #2019-0178**

<u>DATES</u>	<u># OF DAYS</u>	<u>FINE PER DAY</u>	<u>TOTAL</u>
JULY 8 - JULY 31, 2019	24	\$100.00	\$2,400.00
AUGUST 2019	31	\$100.00	\$3,100.00
SEPTEMBER 2019	30	\$100.00	\$3,000.00
OCTOBER 2019	31	\$100.00	\$3,100.00
NOVEMBER 2019	30	\$100.00	\$3,000.00
DECEMBER 1 - DECEMBER 30, 2018	30	\$100.00	\$3,000.00
TOTAL FINES			\$17,600.00
TOTAL ADMINISTRATION FEES			\$395.91
GRAND TOTAL DUE			\$17,995.91

**** TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS PROPERTY ****



CITY OF FERNANDINA BEACH

George Wells

Code Enforcement Department

Code Enforcement Officer

**ADMINISTRATIVE FEES INCURRED FROM
314 ELM STREET
AS OF JANUARY 31, 2020
CODE CASE #2019-0178**

STAFF PERSONNEL OR ITEMS

Michelle Forstrom, Code Enforcement Director
George Wells, Code Compliance Officer
Katie Newton, Board Secretary/Legal Assistant
Tammi Bach, City Attorney

<u># OF UNITS OR HOURS</u>	<u>PRICE OR RATE PER HOUR</u>	<u>TOTAL</u>
4.5	\$23.13	\$104.09
7.5	\$21.63	\$162.23
2	\$21.63	\$43.26
1	\$68.64	\$68.64
Record Findings of Facts with the Clerk of Circuit Court of Nassau County	1	\$10.00
Certified letters mailed	1	\$6.70
First Class letters mailed	2	\$0.50
		<u>\$1.00</u>

TOTAL ADMINISTRATIVE FEES DUE

\$395.91

****TOTAL AMOUNT DUE MUST BE PAID IN FULL TO CLOSE THIS CASE AND AVOID A LIEN ON THIS PROPERTY****



City of Fernandina Beach

01/10/2020 11:38

CITY CLERK'S OFFICE

CITY OF FERNANDINA BEACH

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF ENFORCEMENT

Date: June 27, 2019
Case Number: 2019-0178

IN THE MATTER OF: Respondent Name: Michael Richardson
Respondent Address: P.O. Box 483, Fernandina Beach, FL 32035

This case having come before the Code Enforcement & Appeals Board of the City of Fernandina Beach on June 27, 2019, a violation hearing having been held, and the Board having heard testimony, does hereby make the following finding of facts, and conclusions of law therefore imposing the following order and penalty:

SECTION 1 - FINDINGS OF FACT

1. The Respondent was properly served notice of these proceedings as required by law on May 6, 2019, and the Respondent was not present at the hearing.
2. The real property on which the violations occurred is 314 Elm Street, Fernandina Beach, FL and a brief legal description being **BLOCK 281 LOTS LYING EAST OF A STRAIGHT LINE DRAWN FROM NW CORNER OF LOT 31, Fernandina Beach, FL 32034.**
3. The Respondent is the owner of record of the aforementioned real property.
4. The Respondent violated sections of the Fernandina Beach Code of Ordinances: **42-116 Duty to Maintain Property.**

SECTION 2 - CONCLUSION OF LAW & IMPOSITION OF FINE

1. Based on the foregoing findings of fact, the Board voted to find the property in violation of Section 42-116, to assess administrative fees, and if not in compliance by July 8, 2019, to assess fines of \$50.00 per day beginning July 8, 2019.
2. The City of Fernandina Beach shall record a certified copy of this order in the public records and this Order shall constitute a lien against the real property on which the violations exist and upon any other real or personal property owned by the Respondent if fines are not paid within thirty (30) days.
3. If the lien remains unpaid for a period of three (3) months from the date of the filing of the lien, the City of Fernandina Beach may foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

SECTION 3 - CERTIFICATION OF VOTE



City of Fernandina Beach

Done and ordered June 27, 2019 at the City of Fernandina Beach, Nassau County, Florida Code Enforcement & Appeals Board Hearing.

By: _____

Chair, Carlton "Buddy" Boyd

COUNTY OF NASSAU

STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, the undersigned, a Notary Public in and for the State of Florida at Large, personally appeared Carlton "Buddy" Boyd to me well known to be the Chair of the Code Enforcement and Appeals Board of the City of Fernandina Beach, and known to me to be the persons who executed the foregoing Findings of Fact for the City of Fernandina Beach as such Chair: and they severally acknowledged the execution of the same to be their free act and deed by authority and on behalf of the City of Fernandina Beach for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fernandina Beach, said County and State on this 27th day of June, 2019.

(NOTARY SEAL)

Katie A. Newton

Notary Public, State of Florida



Katie A. Newton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG123910
Expires 7/13/2021

*Florida Statute 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed

A CERTIFIED TRUE COPY

Office of the City Clerk
City of Fernandina Beach, Florida











CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-32
City Commission Rules of Procedure Amendment

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-32

SYNOPSIS: This Resolution approves adding a section to City Commission Rules of Procedure describing the role of Commissioner liaisons with regard to City boards and committees.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): NA.

Dale L. Martin, City Manager 2/6/2020

Date: January 30, 2020

Submitted By: Tammi E. Bach, City Attorney

COMMISSION ACTION: Adopt

RESOLUTION 2020-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR THE CITY COMMISSION BY ADDING SECTION 4.9 REGARDING COMMISSIONER LIAISON ROLES FOR STANDING COMMITTEES AND AD HOC ADVISORY BOARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 1, 2012, the City Commission adopted Resolution 2012-70 establishing the Rules of Procedure for the City Commission; and

WHEREAS, the City Commission has amended these procedures from time to time.

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

SECTION 1. It is hereby proposed that the City Commission Rules of Procedure be amended by adding a section to be numbered 4.9, which section shall read as follows:

4.9 Commissioner Liaisons to Boards. Members of the City Commission may be appointed by the Mayor to each ad hoc advisory board, standing committee, and advisory commission as a non-voting Commission liaison. Commission liaisons do not count toward a quorum. The role of the Commission liaison is to communicate the City Commission's needs, policies, and interests to the members of the particular board, committee, or commission and to communicate back to the City Commission the recommendations made and discussions held by the board, committee, or commission. This ensures thorough communication between the elected officials and the members of the boards, committees and commissions. Commissioners appointed as liaisons must not state their opinions or positions on issues to boards, committees or commissions that will foreseeably come to the City Commission for a vote. Commission liaison assignments are made on a biennial basis in Commission election years during the organizational meeting held by the City Commission in December. The experience and interests of each Commission member are considered in the assignment.

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

ADOPTED this 18th day of February, 2020.

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: Ordinance 2020-02
Franchise Agreement - Roque Island Capital, LLC

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-02 at Second Reading.

SYNOPSIS: On June 5, 2007, the City approved a franchise agreement with Amelia Island Transportation Company which was assigned to Amelia Island Trolleys and Transportation, LLC via Ordinance 2010-21. The franchise agreement was transferred again via Ordinance 2012-30 to Amelia Island Transportation and Trolleys, LLC due to sale of assets and business.

The attached Ordinance allows the transfer of the Non-Exclusive Franchise Agreement with Amelia Island Transportation and Trolleys, LLC to Roque Island Capital, LLC for the operation of a trolley service.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on January 21, 2020.

Since First Reading approval, the owners of Roque Island Capital, LLC have decided that they prefer to accept the assignment of this Franchise Agreement under their other company name, Anchor Amelia Adventures, LLC, a Florida limited liability company and not register their new company, Roque Island Capital in Florida. It makes no legal difference to the City since the City is still dealing with the same owners and individuals. The title of this Ordinance will change to reflect Anchor Amelia Adventures, LLC as the franchisee and assignee.

FISCAL IMPACT: The funds will be deposited into the General Fund Local Business Tax account, 001 31610.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-02 at Second Reading.

Dale L. Martin, City Manager	2/7/2020
Pauline Testagrose, Comptroller	2/7/2020
Tammi E. Bach, City Attorney	2/10/2020

Date: February 03, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE AGREEMENT WITH AMELIA ISLAND TRANSPORTATION AND TROLLEYS, LLC AND GRANTING THE FRANCHISE TO ROQUE ISLAND CAPITAL, LLC FOR THE OPERATION OF A TROLLEY SERVICE; PROVIDING FOR SEVERABILITY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 5, 2007, the City approved a franchise agreement with Amelia Island Transportation Company which was assigned to Amelia Island Trolleys and Transportation, LLC via Ordinance 2010-21; and

WHEREAS, the franchise agreement was transferred again via Ordinance 2012-30 to Amelia Island Transportation and Trolleys, LLC due to sale of assets and business; and

WHEREAS, the City Commission believes it is in the best interest of the City to allow the transfer of the Non-Exclusive Franchise Agreement with Amelia Island Transportation and Trolleys, LLC to Roque Island Capital, LLC for the operation of a trolley service.

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

SECTION 1. The City Commission hereby authorizes transfer of the Non-Exclusive Franchise Agreement with Amelia Island Transportation and Trolleys, LLC to Roque Island Capital, LLC, attached hereto as Exhibit "A."

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. The City Manager and the City Clerk are hereby authorized to execute documents necessary to complete the transfer of the franchise, upon review and approval of the City Attorney.

SECTION 4. EFFECTIVE DATE. This Ordinance is effective immediately upon enactment.

ENACTED this 18th day of February, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

AMENDED AND ASSIGNED
NON-EXCLUSIVE FRANCHISE AGREEMENT

This Franchise Agreement ("the Agreement") is entered into this 18th day of February, 2020, by and between the City of Fernandina Beach, a municipal corporation organized and existing under the laws of Florida, and Roque Island Capital, LLC, Anchor Amelia Adventures, LLC, a Florida limited liability company whose address is 1 North Front Street, Fernandina Beach, FL 32034 ("the Grantee").

Whereas, the City of Fernandina Beach has the ability to permit use of its streets for commercial purposes on a non-exclusive basis, based on the terms and conditions set forth in City Code Chapter 86, Article V; and

Whereas, the City has received an application to transfer/assign this trolley franchise for sightseeing and transportation from Amelia Island Trolleys and Transportation to Anchor Amelia Adventures, LLC, and the Commission believes it is in the best interests of the City to allow this assignment.

1. Definitions.

For the purpose of this Agreement, the following terms, words, and derivations shall have the meaning given in section 86.180 of the City Code. The word "shall" is always mandatory and not merely directory.

2. Grant of Franchise.

Pursuant to City Code Chapter 86, Article V, Anchor Amelia Adventures, LLC is hereby granted a non-exclusive franchise for the operation of a sightseeing motor vehicle while carrying passengers within the City limits of the city of Fernandina Beach.

3. Franchise Term.

The Franchise Term shall be for five (5) years, which shall be renewable every five (5) years up to a total of twenty (20) years, but not beyond the year 2030.

4. Findings in Support of Franchise Agreement.

(A) The city commission, at a duly noticed public hearing, has heard from the public and entered findings based upon the requirements of City Code Section 86-180 through 86-198. Based on those findings, the City Commission grants the right, privilege, and franchise to use all streets, avenues and other public highways, together with other public property as designated herein by the city commission in said city, for the term set forth herein.

5. Specifics of Non-Exclusive Franchise.

A. Seating capacity and appearance approvals.

(1) Approved Vehicles.

- (a) It shall be unlawful for a Grantee to operate any sightseeing motor vehicle, in the City, the appearance and design of which has not been approved by the City Commission of the City. It shall also be unlawful for a Grantee to operate any sightseeing motor vehicle in the City, the passenger seating capacity of which has not been approved by the City Manager.
- (b) No sightseeing motor vehicle shall carry any advertising or promotional materials relating to any event or business on the exterior thereof, except that the sightseeing motor vehicle shall carry external writings or signs in a manner to be approved by the City Manager which identifies each vehicle and the franchise holder.

B. Fleet size limitations and vehicle permit tag issuance.

- (1) The Grantee shall operate no more than ~~two (2)~~ three (3) vehicles upon the public streets of the City at one (1) time.
- (2) Upon the effective date of this Agreement, the City shall issue to a Grantee three (3) sightseeing motor vehicle permit tags. The sightseeing motor vehicle permit tags shall be in form and substance approved by the City Manager and shall be issued without charge. All original sightseeing motor vehicle permits shall be valid for the entire term of this franchise agreement.
- (3) Each sightseeing motor vehicle being operated on the public streets of the City shall conspicuously display a sightseeing motor vehicle permit tag on the rear of the vehicle or on the rear of the last trailer of the vehicle. The City will provide an annual tags or stickers to Grantee.
- (4) It shall be unlawful for a Grantee to operate upon the public streets of the City, at any one time, more sightseeing motor vehicles than are authorized by the Grantee's franchise agreement, the City Code, and the City Commission. It shall also be unlawful to operate any sightseeing motor vehicle without conspicuously displaying a sightseeing motor vehicle permit tag as required herein.

C. Approval of Fares; Posting of fares; prohibition of street solicitation.

- (1) The Grantee may charge such maximum rates of fare for passengers using the Grantee's services as are set forth in the attached Exhibit 2 ~~1~~. Such rates may be increased at the discretion of the Grantee no more than one (1) time

per year. Said increase in fare shall be approved by the City Manager, which approval shall not be unreasonably withheld.

- (2) Rates of fare charged to passengers by Grantees for sightseeing tours shall be publicly displayed on each sightseeing motor vehicle where it may be plainly seen by the public and shall also be clearly displayed at any off-street parking area or depot used by a Grantee.
- (3) Street solicitation by Grantees or their agents or employees, is strictly prohibited. For the purposes of this section, the term "street solicitation" means the distribution, on public streets, of pamphlets or other printed materials to solicit business, the use of hawkers, pullers-in, pamphleteers, or persons holding signs to solicit business, and oral communication made from a motor vehicle to passersby on the streets.

D. Public stations or pick up/drop off points.

- (1) It shall be unlawful for any sightseeing motor vehicle to load or unload passengers at any place on municipal property within the City other than at the public stations or pick up/drop off points designated herein in Exhibit 3 2. This restriction shall not restrict or prohibit the loading and unloading of passengers at any off-street depot, so long as such loading or unloading of passengers occurs on privately owned property, with the written permission of the property owner.
- (2) The Grantee may request a change in public stations ~~in writing~~ through the City Manager's office with thirty (30) days written notification. Such request shall be evaluated and accepted or approved by the City Manager.

E. Compliance with safety standards.

All sightseeing motor vehicles operated and maintained by Grantee shall, at all times, meet the safety standards and requirements established by the State of Florida and the City as may be enacted from time to time. The city shall have the right to inspect each sightseeing motor vehicle on an annual basis, or at any time for cause.

F. Driver qualifications.

All sightseeing motor vehicles shall be operated by a driver who has a current, valid State of Florida CDL license and shall have met all of the requirements of the Code. It shall be the Grantee's sole responsibility to assure that all drivers are in fit condition, properly licensed, that all drivers and other employees are properly performing their duties in a safe and courteous manner.

G. City approval of routes.

The Grantee's regular tour routes are set forth in Exhibit 3, and are hereby approved. Any permanent modification of the proposed routes shall be subject to the City Commissions approval. Routes for special tours and charters require approval by the City Manager. Requests for special tour and charter routes shall be made on an individual basis and shall be submitted in writing on reasonable prior notice. If such request for route approval is not acted upon within five (5) business days of such request, the same shall be deemed approved.

6. Insurance.

(A) The City Commission may, on an annual basis, determine the amount of insurance coverage to be required of a Grantee. It shall be unlawful for a Grantee to operate any sightseeing motor vehicles on the public streets, avenues and other public ways of the City until Grantee shall have first procured and filed with the City, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to conduct business in the State of Florida. Upon request by the City, Grantee shall produce adequate proof that Grantee is in compliance with all insurance requirements of this section.

(B) Certificate of Insurance – (Exhibit 4)

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

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City and a copy to Grantee at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City, naming the City as additional insured, contain a Waiver of Subrogation in favor of the City, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the City, Grantee 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 or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of Grantee obligations to fulfill the requirements of this Section.

(C) Workers' Compensation Insurance

Grantee shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. Grantee 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 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, Grantee shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected.

(D) Liability Insurance

Grantee shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, fleet operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, 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.

(E) Indemnification. The parties recognize that Grantee is an independent contractor. Grantee 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 Grantee, its officers, employees, agents, and representatives. Grantee'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 Grantee against the City, and Grantee hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be

obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. Franchise fee.

- (A) The franchise fee paid by Grantee to the City shall be one thousand one hundred dollars (\$1,0100.00). After the 2nd anniversary of the effective date of this Agreement, and each year thereafter, the City will increase the franchise fee by up to three percent (3 %) annually.
- (B) The franchise fee shall be payable at the commencement of the Franchise Agreement, and on the anniversary date of the agreement thereafter.
- (C) After the first franchise term, the City may elect to collect a percentage of gross revenue from the Grantee. The percentage of gross revenue shall be in addition to the franchise fee set in paragraph 7(A) above. The percentage for gross revenue shall be two percent (2%) the first year it is imposed, and may be adjusted by the City on an annual basis, but shall be capped at five percent (5%) maximum per year. The term "gross revenues" as used in this section for the determination of the franchise fee shall mean the gross amount of revenue collected by the Grantee from sales of passenger tickets, less any sales tax, admission tax and cost to Grantee for admission tickets to other attractions, if any.
- (D) In order that the City may determine the proper amount of the franchise fee each year, the city shall furnish to Grantee the forms and guidelines for a system of accounting records, which forms Grantee shall maintain and make available to the City at all times. Grantee shall file with the City, on the due date of each installment, a report on the form provided by the City showing yearly gross sales to the date of filing.

8. City's audit rights.

The City shall, in addition to the accounting system as provided above, have access at all reasonable hours to all of Grantee's accounting, financial, statistical customer, and service records relating to the operation of Grantee's sightseeing motor vehicles and to such other records as may be required by the City, together with such other information as the City may request in support of the administration of this Agreement. The City may conduct an annual audit of any Grantee's records for the purpose of determining the accuracy of the Grantee's financial records. The nature and extent of the audit shall be determined by the City Manager in his discretion.

9. Performance bond.

Prior to operation pursuant to this Agreement, the Grantee shall furnish, at Grantee's expense, a bond to the City in the form of cash or surety bond conditioned to guarantee the payment of all sums which may become due to the City. The original amount of the bond shall be two thousand five hundred dollars (\$2,500.00). Thereafter, sixty (60) days prior to the anniversary date of the effective date of any franchise agreement, the City Commission may increase or decrease the amount of the bond based upon the amount of the franchise fee paid to the City by Grantee for the previous year. Any new bond required because of the change in such amount shall be filed with the City Finance Director by Grantee within ten (10) days from notification by the city finance director of said change in amount.

10. Insurance and bonding companies.

All insurance policies and surety bonds which are required of the Grantee shall be written by a company or companies authorized and qualified to conduct business in the State of Florida, and such companies shall be approved by the City Attorney. Such approval shall not be unreasonably denied. Bonds and current certification of all insurance coverage shall be on file at all times with the City Finance Director. Any renewal certificates of insurance policies shall be filed with the city finance director at least ten (10) days prior to the expiration date of the original policy or policies.

11. Grantees subject to City's police power.

A Grantee shall, at all times during the life of this Agreement be subject to all lawful exercise of the police power of the City. The City and Grantee may agree to such other reasonable regulations as the City shall hereafter by ordinance provide.

12. Termination of franchise rights "for cause"; restriction on transfer.

(A) In the event a Grantee, his successors or assigns:

- (1) Violates or fails to promptly perform all of the provisions of sections 86-180 to 86-198 in the City's Code of Ordinances; or
- (2) Violates or fails to promptly perform all of the provisions of this Agreement, including but not limited to the failure to pay required fees, or provide required insurance; or
- (3) Is found to be in substantial violation by the City Commission; or .
- (4) Voluntarily or involuntarily becomes bankrupt; or

- (5) Voluntarily or involuntarily has a receiver appointed; or
- (6) Has its assets sold at sheriff's sale or any other judicial sale; or
- (7) Involuntarily assigns, transfers, or encumbers any rights or privileges contained in this Agreement; or
- (8) Voluntarily assigns, transfers, or encumbers any rights or privileges contained in the franchise without first obtaining the written consent of the City Commission; or
- (9) Knowingly files false financial statements with the City; or
- (10) Willfully fails to file the required financial information with the City;

If Grantee, its successors or assigns, after notice, fails to cure such action/inaction, the rights, permits and privileges granted to Grantee, or its successors or assigns by this Agreement, may be immediately forfeited, terminated, and cancelled by the city commission. The foregoing reasons for forfeiture, termination and cancellation are cumulative and not exclusive, and this Agreement may be forfeited, terminated and cancelled for any other reason authorized by the laws of the State of Florida, or provision of this Agreement.

- (B) In the event of the proposed sale or transfer of twenty-five (25) percent or more of the outstanding stock or assets of Grantee, the Grantee shall furnish prior written notice of such sale or transfer to the City of the names and addresses of the persons or entities offering to acquire such stock or assets. A public hearing shall be held within thirty (30) days of receipt of such written notice, at which time the City Commission shall hold a public hearing to determine whether or not to approve the sale or transfer. Such approval shall not be unreasonably withheld. Such proposed transfer shall not be effective without City Commission approval which shall not be unreasonably withheld.

13. Performance evaluation.

- (A) From time to time during the term of this Agreement the City Manager may evaluate the Grantee's performance based upon the following categories:
 - (1) Compliance with the terms and conditions of this article and this Agreement;
 - (2) Responsiveness to customer complaints;
 - (3) Safety;
 - (4) Cleanliness, condition and appearance of sightseeing motor vehicles.

- (B) After each such evaluation, an evaluation report specifically addressing each area of concern shall be provided to the Grantee. Unless Grantee objects to the items contained in the evaluation, within five (5) days of receipt of the report, the Grantee shall take immediate action to address any issues raised in the report. If necessary, the City may conduct a follow-up review to assure that the Grantee is adequately serving the public and complying with the report.

14. Accessibility.

Each Grantee hereunder shall comply with all provisions of any applicable law regarding accessibility, including, but not limited to, any and all applicable provisions of the Americans with Disabilities Act of 1991.

15. Penalties for violation.

Any violation of the provisions of this Agreement shall be punishable as provided in section 1-12 of this Code, to the extent applicable. Each day any violation shall continue shall constitute a separate offense. Any person who violates any provision of this Code for which another penalty is not specifically provided shall, upon conviction, be subject to a fine not exceeding \$500 or by imprisonment for a period not exceeding sixty (60) days, or both.

16. Effective date of franchise agreement.

This Agreement shall become effective on the date of approval by the City Commission.

17. Miscellaneous.

- (A) All notices required herein shall be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
Attn: City Manager

With a copy to the City Attorney at the same address.

For the Grantee:

Stephen Williams
Anchor Amelia Adventures, LLC

1 North Front Street
Fernandina Beach, FL 32034

- (B) Venue for any and all state causes of action relating to this Agreement shall be the Circuit Court for the Fourth Judicial Circuit in Nassau County, Florida. Venue for any federal causes of action shall be the United States District Court, Middle District of Florida, Jacksonville Division. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

This 18th day of February, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Dale L. Martin
City Manager

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

ROQUE ISLAND CAPITAL, LLC
ANCHOR AMELIA ADVENTURES,
LLC

AS FRANCHISEE

(Print Name)

(Print Title)

WITNESS: _____ (Signature)
_____ (Print Name)

WITNESS: _____ (Signature)
_____ (Print Name)

EXHIBIT 1
TROLLEY FRANCHISE
FARES

Historic Tour.....\$16.00
Fort Clinch Tour (includes admission to the Fort)..... \$20.00

EXHIBIT 2
AUTHORIZED TROLLEY
PICK-UP AND DROP-OFF POINTS

Brett's Parking Lot

Main Beach

Seaside Park

Fort Clinch

Museum

City of Fernandina Beach Golf Course

Island Walk Shopping Center (Publix)

EXHIBIT 3
AUTHORIZED TROLLEY ROUTE

EXHIBIT 4
INSURANCE CERTIFICATE

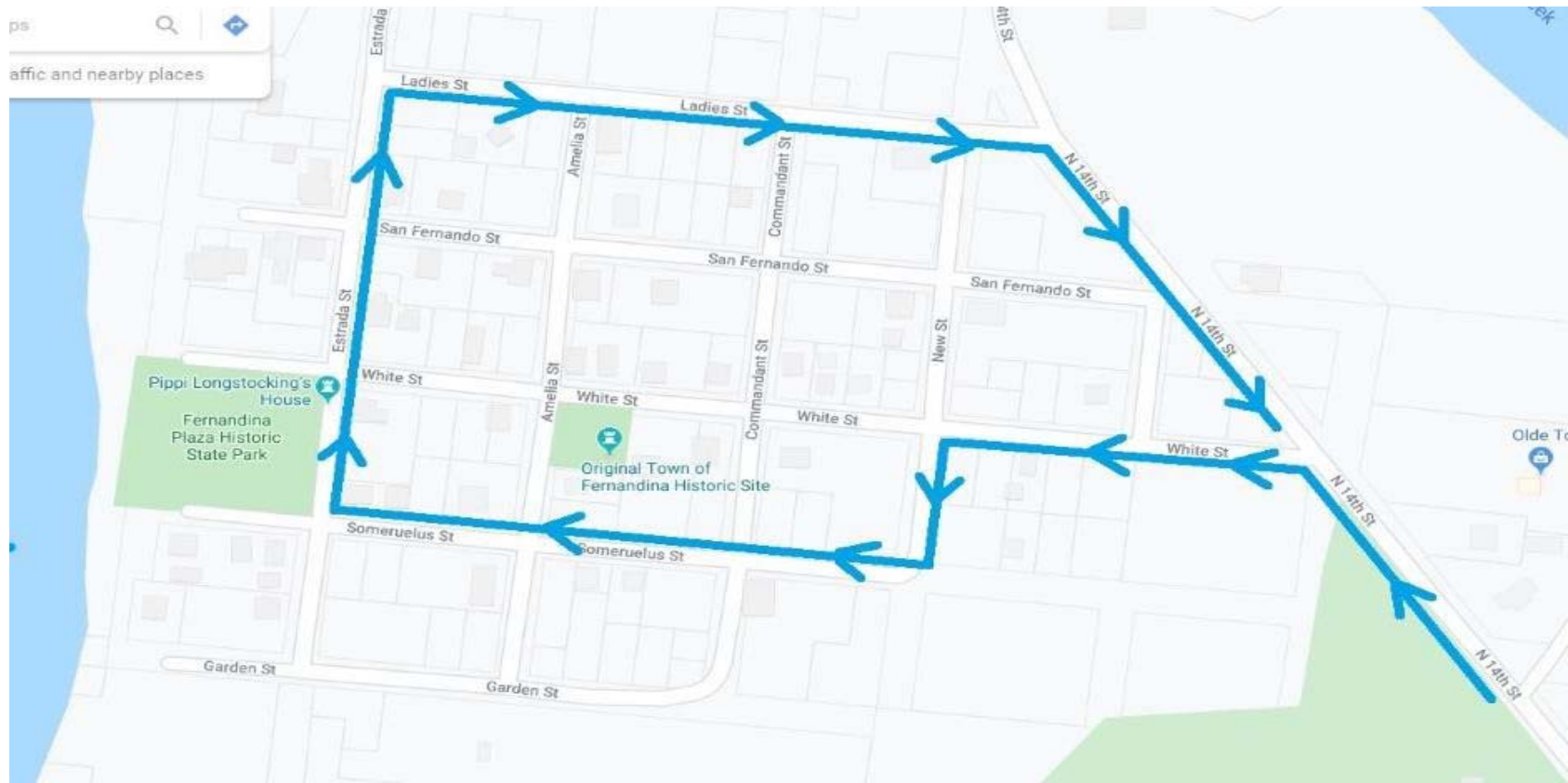
Ordinance 2020-02
Exhibit “3”

The map shows a network of streets in Fernandina Beach, Florida. The streets are labeled with names like Front St, Broome St, Alachua St, Beech St, and others. Various landmarks are marked with icons and text, including Saint Peter's Cemetery, Nassau County Public Library, Central Park Area, and the Maritime Museum of Amelia Island. A route is highlighted with colored lines and arrows, starting near the waterfront, going north on Front St, then east on Broome St, and continuing through the city center, ending near the waterfront again.

AMELIA TROLLEY TOUR – THE BEACH

The tour continues east on Atlantic Avenue and then right onto S. Fletcher Avenue. The trolley then turns around and returns to Atlantic Avenue where it heads west to the third portion of the tour – Old Fernandina.

AMELIA TROLLEY TOUR – OLD FERNANDINA



AMELIA TROLLEY TOUR – RETURN TO HISTORIC DISTRICT

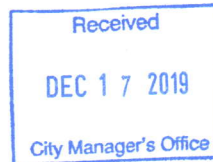


Memorandum from the desk of:

Ernie Saltmarsh

Cell: 904.545.3017

E-Mail: erniesaltmarsh@gmail.com



To: Ms. Tammi E. Bach | City Attorney

From: Ernie Saltmarsh

Date: December 13th, 2019

RE: Amelia Island Transportation & Trolley

Hi Tammi,

Hope all is well with you and your family. Just a quick note to tell you that I intend to sell the Trolley company to a group called Roque Island Capital, LLC, who are represented by a gentleman by the name of Stephen Williams. I wanted you to be aware of my intent and to give you the heads up, as he will likely be reaching out to you. I'm not sure of your protocol, but I'm assuming a new Franchise Agreement will need to be drafted and possibly a discussion held at the next Council meeting? If you need anything from me, I can be reached at 904-545-3017 or at erniesaltmarsh@gmail.com.

Best regards,

A handwritten signature in blue ink, appearing to be "Ernie Saltmarsh".

Ernie Saltmarsh

+1 904 545 3017

erniesaltmarsh@gmail.com

ORDINANCE 2010-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AUTHORIZING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE AGREEMENT WITH WILLIE FOREHAND, D/B/A/ AMELIA ISLAND TRANSPORTATION COMPANY AND GRANTING THE FRANCHISE TO AMELIA ISLAND TROLLEYS AND TRANSPORTATION, LLC FOR THE OPERATION OF A TROLLEY SERVICE; PROVIDING FOR EXECUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Code to provide for a Franchise Agreement for the operation of trolleys; and

WHEREAS, the City has had a request for a Franchise Agreement, to be issued in accordance with the terms of the City's Code; and

WHEREAS, the City Commission approved Ordinance 2007-16 on second reading at their Regular Meeting on June 5, 2007, authorizing a Franchise Agreement with Willie Forehand, d/b/a Amelia Island Transportation Company, for the operation of a trolley service; and

WHEREAS, Mr. Forehand notified the City that he has a proposed sale of his assets and would like to request that the Franchise Agreement be transferred to Amelia Island Trolleys and Transportation, LLC pursuant to Section 12(B) of the Franchise Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. The City having found that the public convenience and necessity will be served by approving the requested Agreement, as amended, and having given due consideration to the provisions of Ordinance 2007-15, Section 86-182(d), approves the transfer of the Non-Exclusive Franchise Agreement, as amended, attached hereto as Exhibit "A".

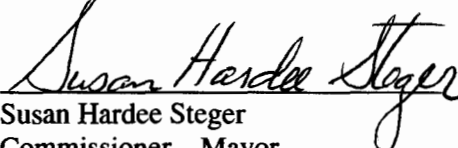
SECTION 2. The City Manager and City Clerk are hereby authorized to execute said Non-Exclusive Franchise Agreement, upon review and approval of the City Attorney.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

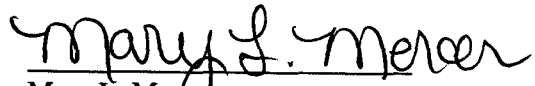
SECTION 4. EFFECTIVE DATE: This Ordinance shall be deemed to be effective after its passage and approval upon second and final reading.

ADOPTED this 3rd day of August, 2010.

CITY OF FERNANDINA BEACH

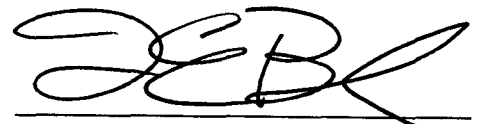

Susan Hardee Steger
Commissioner - Mayor

ATTEST:



Mary L. Mercer
City Clerk

APPROVED AS TO FORM:



Tammi E. Bach
City Attorney

EXHIBIT A

NON-EXCLUSIVE FRANCHISE AGREEMENT

This Franchise Agreement ("the Agreement") is entered into this 3rd day of August, 2010, by and between the City of Fernandina Beach, a municipal corporation organized and existing under the laws of Florida, and Amelia Island Trolleys and Transportation, LLC, ("the Grantee") 1267 Gerbing Road, Fernandina Beach, Fla. 32035.

Whereas, the City of Fernandina Beach has the ability to permit use of its streets for commercial purposes on a non-exclusive basis, based on the terms and conditions set forth in City Code Chapter 86, Article V; and

Whereas, the City has received an application to operate a trolley to provide sightseeing and transportation to residents and visitors to the City, and believes that the issuance of a Franchise Agreement is in the best interests of the City.

1. Definitions.

For the purpose of this Agreement, the following terms, words, and derivations shall have the meaning given in section 86.180 of the City Code. The word "shall" is always mandatory and not merely directory.

2. Grant of Franchise

Pursuant to City Code Chapter 86, Article V, Amelia Island Trolleys and Transportation, LLC, is hereby granted a non-exclusive franchise for the operation of a sightseeing motor vehicle while carrying passengers within the City limits of the city of Fernandina Beach.

3. Franchise Term

The Franchise Term shall be for five (5) years, which shall be renewable every five (5) years up to a total of twenty (20) years.

4. Findings in Support of Franchise Agreement.

(A) The city commission, at a duly noticed public hearing, has heard from the public and entered findings based upon the requirements of City Code Section 86-180 through 86-198. Based on those findings, the City Commission grants the right, privilege, and franchise to use all streets, avenues and other public highways, together with other public property as designated herein by the city commission in said city, for the term set forth herein.

5. Specifics of Non-Exclusive Franchise

A. Seating capacity and appearance approvals.

(1). Approved Vehicles.

- (a) It shall be unlawful for a Grantee to operate any sightseeing motor vehicle, in the City, the appearance and design of which has not been approved by the City Commission of the City. It shall also be unlawful for a Grantee to operate any sightseeing motor vehicle in the City, the passenger seating capacity of which has not been approved by the City Manager.
- (b) No sightseeing motor vehicle shall carry any advertising or promotional materials relating to any event or business on the exterior thereof, except that the sightseeing motor vehicle shall carry external writings or signs in a manner to be approved by the City Manager which identifies each vehicle and the franchise holder.

B. Fleet size limitations and vehicle permit tag issuance.

- (1) The Grantee shall operate no more than ~~two (2)~~ three (3) vehicles upon the public streets of the City at one (1) time.
- (2) Upon the effective date of this Agreement, the City shall issue to a Grantee three (3) sightseeing motor vehicle permit tags. The sightseeing motor vehicle permit tags shall be in form and substance approved by the City Manager and shall be issued without charge. All original sightseeing motor vehicle permits shall be valid for the entire term of this franchise agreement.
- (3) Each sightseeing motor vehicle being operated on the public streets of the City shall conspicuously display a sightseeing motor vehicle permit tag on the rear of the vehicle or on the rear of the last trailer of the vehicle. The City will provide an annual tags or stickers to Grantee.
- (4) It shall be unlawful for a Grantee to operate upon the public streets of the City, at any one time, more sightseeing motor vehicles than are authorized by the Grantee's franchise agreement, the City Code, and the City Commission. It shall also be unlawful to operate any sightseeing motor vehicle without conspicuously displaying a sightseeing motor vehicle permit tag as required herein.

C. Approval of Fares; Posting of fares; prohibition of street solicitation.

- (1) The Grantee may charge such maximum rates of fare for passengers using the Grantee's services as are set forth in the attached Exhibit 2 1. Such rates may be increased at the discretion of the Grantee no more than one (1) time per year. Said increase in fare shall be approved by the City Manager, which approval shall not be unreasonably withheld.
- (2) Rates of fare charged to passengers by Grantees for sightseeing tours shall be publicly displayed on each sightseeing motor vehicle where it may be plainly seen by the public, and shall also be clearly displayed at any off-street parking area or depot used by a Grantee.
- (3) Street solicitation by Grantees or their agents or employees, is strictly prohibited. For the purposes of this section, the term "street solicitation" means the distribution, on public streets, of pamphlets or other printed materials to solicit business, the use of hawkers, pullers-in, pamphleteers, or persons holding signs to solicit business, and oral communication made from a motor vehicle to passersby on the streets.

D. Public stations or pick up/drop off points.

- (1) It shall be unlawful for any sightseeing motor vehicle to load or unload passengers at any place on municipal property within the City other than at the public stations or pick up/drop off points designated herein in Exhibit 3 2. This restriction shall not restrict or prohibit the loading and unloading of passengers at any off-street depot, so long as such loading or unloading of passengers occurs on privately owned property, with the written permission of the property owner.
- (2) The Grantee may request a change in public stations ~~in writing~~ through the City Manager's office with thirty (30) days written notification. Such request shall be evaluated and accepted or approved by the City Manager.

E. Compliance with safety standards.

All sightseeing motor vehicles operated and maintained by Grantee shall, at all times, meet the safety standards and requirements established by the State of Florida and the City as may be enacted from time to time. The city shall have the right to inspect each sightseeing motor vehicle on an annual basis, or at any time for cause.

F. Driver qualifications.

All sightseeing motor vehicles shall be operated by a driver who has a current, valid State of Florida CDL license and shall have met all of the requirements of

the Code. It shall be the Grantee's sole responsibility to assure that all drivers are in fit condition, properly licensed, that all drivers and other employees are properly performing their duties in a safe and courteous manner.

G. City approval of routes.

The Grantee's regular tour routes are set forth in Exhibit 3, and are hereby approved. Any permanent modification of the proposed routes shall be subject to the City Commissions approval. Routes for special tours and charters require approval by the City Manager. Requests for special tour and charter routes shall be made on an individual basis and shall be submitted in writing on reasonable prior notice. If such request for route approval is not acted upon within five (5) business days of such request, the same shall be deemed approved.

6. Insurance.

(A) The City Commission may, on an annual basis, determine the amount of insurance coverage to be required of a Grantee. It shall be unlawful for a Grantee to operate any sightseeing motor vehicles on the public streets, avenues and other public ways of the City until Grantee shall have first procured and filed with the City ~~Finance Director~~, a liability insurance policy issued by a reliable and responsible insurance company authorized to write liability insurance and to conduct business in the State of Florida. Upon request by the City ~~Finance Director~~, Grantee shall produce adequate proof that Grantee is in compliance with all insurance requirements of this section.

~~—(B) The policy required by this section shall be in the form of a separate policy for each vehicle or shall be in the form of a fleet policy covering all vehicles operated by such Grantee (or Grantee's affiliates). In either event, such policy or policies shall provide insurance on each vehicle in the amounts of not less than one million dollars (\$1,000,000.00) for one (1) person injured or killed, and one million dollars (\$1,000,000.00) for all property damaged or destroyed in any one (1) accident, and not less than four million dollars (\$4,000,000.00) for more than one (1) person injured or killed in any one (1) accident.~~

~~—(C) Such policy or policies shall cover:~~

~~(1) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages, including damages for care, and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance, operation or use of sightseeing motor vehicles operated by the Grantee.~~

~~(2) All sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law for damages because of injury to, or destruction of, property, including the loss of use thereof caused by Grantee's ownership, maintenance, operation or use of such sightseeing motor vehicles. Such policy or policies shall include an endorsement to the effect that the same cannot be altered, modified or cancelled for any cause without notice being served upon the City Finance Director at least fifteen (15) days prior to the date of such alteration, modification or cancellation.~~

~~(D) Such policy or policies shall be in the generally accepted form used in the State of Florida by liability insurance companies for such public and property damage liability insurance policies, and shall, among other things, provide that the insolvency or bankruptcy of the insured shall not relieve the insurer from the payment of damages for injuries or death sustained, or loss occasioned, within the provisions of the policy. All such policies, before becoming effective under this section, shall be approved by the City Manager as to sufficiency and the City Attorney as to form. Such approval of sufficiency and form shall not be unreasonably withheld.~~

(B) Certificate of Insurance -- (Exhibit #4)

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

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City and a copy to Grantee at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City, naming the City as additional insured, contain a Waiver of Subrogation in favor of the City, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the City, Grantee 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 or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of Grantee obligations to fulfill the requirements of this Section.

(C) Workers' Compensation Insurance

Grantee shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. Grantee 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 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, Grantee shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected.

(D) Liability Insurance

Grantee shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - ☐ Minimum Coverage is \$1,000,000 per occurrence
 - ☐ Coverage shall include premises, fleet operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - ☐ If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, 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.

(E) Indemnification. The parties recognize that Grantee is an independent contractor. Grantee 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 Grantee, its officers, employees, agents, and representatives. Grantee'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 Grantee against the City, and Grantee hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing

indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. Franchise fee.

- (A) The franchise fee paid by Grantee to the City shall be one thousand one hundred dollars (\$1,0100.00). After the 2nd anniversary of the effective date of this Agreement, and each year thereafter, the City ~~may~~ shall increase the franchise fee by up to three percent (3 %) annually.
- (B) ~~The annual franchise fee shall be payable in quarterly installments of two hundred fifty dollars (\$250.00) each, in advance, on the first day of (June, September, December, March) of each year, commencing June 6, 2007, and continuing thereafter during the term of any franchise term of this Grantee. The franchise fee shall be payable at the commencement of the Franchise Agreement, and on the anniversary date of the agreement thereafter.~~
- (C) After the first franchise term, the City may elect to collect a percentage of gross revenue from the Grantee. The percentage of gross revenue shall be in addition to the franchise fee set in paragraph 7(A) above. The percentage for gross revenue shall be two percent (2%) the first year it is imposed, and may be adjusted by the City on an annual basis, but shall be capped at five percent (5%) maximum per year. The term "gross revenues" as used in this section for the determination of the franchise fee shall mean the gross amount of revenue collected by the Grantee from sales of passenger tickets, less any sales tax, admission tax and cost to Grantee for admission tickets to other attractions, if any.
- (D) In order that the City may determine the proper amount of the franchise fee each year, the city shall furnish to Grantee the forms and guidelines for a system of accounting records, which forms Grantee shall maintain and make available to the City at all times. Grantee shall file with the City, on the due date of each installment, a report on the form provided by the City showing yearly gross sales to the date of filing.

8. City's audit rights.

The City shall, in addition to the accounting system as provided above, have access at all reasonable hours to all of Grantee's accounting, financial, statistical customer, and service records relating to the operation of Grantee's sightseeing motor vehicles and to such other records as may be required by the City, together with such other information as the City may request in support of the administration of this Agreement. The City may conduct an annual audit of any Grantee's records for the purpose of determining the accuracy of the Grantee's financial records. The nature and extent of the audit shall be determined by the City Manager in his discretion.

9. Performance bond.

Prior to operation pursuant to this Agreement, the Grantee shall furnish, at Grantee's expense, a bond to the City in the form of cash or surety bond conditioned to guarantee the payment of all sums which may become due to the City. The original amount of the bond shall be ~~ten~~ five thousand dollars (\$~~105,000.00~~). Thereafter, sixty (60) days prior to the anniversary date of the effective date of any franchise agreement, the City Commission may increase or decrease the amount of the bond based upon the amount of the franchise fee paid to the City by Grantee for the previous year. Any new bond required because of the change in such amount shall be filed with the City Finance Director by Grantee within ten (10) days from notification by the city finance director of said change in amount.

10. Insurance and bonding companies.

All insurance policies and surety bonds which are required of the Grantee shall be written by a company or companies authorized and qualified to conduct business in the State of Florida, and such companies shall be approved by the City Attorney. Such approval shall not be unreasonably denied. Bonds and current certification of all insurance coverage shall be on file at all times with the City Finance Director. Any renewal certificates of insurance policies shall be filed with the city finance director at least ten (10) days prior to the expiration date of the original policy or policies.

11. Grantees subject to City's police power.

A Grantee shall, at all times during the life of this Agreement be subject to all lawful exercise of the police power of the City. The City and Grantee may agree to such other reasonable regulations as the City shall hereafter by ordinance provide.

12. Termination of franchise rights "for cause"; restriction on transfer.

(A) In the event a Grantee, his successors or assigns:

- (1) Violates or fails to promptly perform all of the provisions of sections 86-180 to 86-198 in the City's Code of Ordinances; or
- (2) Violates or fails to promptly perform all of the provisions of this Agreement, including but not limited to the failure to pay required fees, or provide required insurance; or
- (3) Is found to be in substantial violation by the City Commission; or .

- (4) Voluntarily or involuntarily becomes bankrupt; or
- (5) Voluntarily or involuntarily has a receiver appointed; or
- (6) Has its assets sold at sheriff's sale or any other judicial sale; or
- (7) Involuntarily assigns, transfers, or encumbers any rights or privileges contained in this Agreement; or
- (8) Voluntarily assigns, transfers, or encumbers any rights or privileges contained in the franchise without first obtaining the written consent of the City Commission; or
- (9) Knowingly files false financial statements with the City; or
- (10) Willfully fails to file the required financial information with the City;

If Grantee, its successors or assigns, after notice, fails to cure such action/inaction, the rights, permits and privileges granted to Grantee, or its successors or assigns by this Agreement, may be immediately forfeited, terminated, and cancelled by the city commission. The foregoing reasons for forfeiture, termination and cancellation are cumulative and not exclusive, and this Agreement may be forfeited, terminated and cancelled for any other reason authorized by the laws of the State of Florida, or provision of this Agreement.

- (B) In the event of the proposed sale or transfer of twenty-five (25) percent or more of the outstanding stock or assets of Grantee, the Grantee shall furnish prior written notice of such sale or transfer to the City of the names and addresses of the persons or entities offering to acquire such stock or assets. A public hearing shall be held within thirty (30) days of receipt of such written notice, at which time the City Commission shall hold a public hearing to determine whether or not to approve the sale or transfer. Such approval shall not be unreasonably withheld. Such proposed transfer shall not be effective without City Commission approval which shall not be unreasonably withheld.

12. Performance evaluation.

- (A) From time to time during the term of this Agreement the City Manager may evaluate the Grantee's performance based upon the following categories:
 - (1) Compliance with the terms and conditions of this article and this Agreement;
 - (2) Responsiveness to customer complaints;
 - (3) Safety;

(4) Cleanliness, condition and appearance of sightseeing motor vehicles.

- (B) After each such evaluation, an evaluation report specifically addressing each area of concern shall be provided to the Grantee. Unless Grantee objects to the items contained in the evaluation, within five (5) days of receipt of the report, the Grantee shall take immediate action to address any issues raised in the report. If necessary, the City may conduct a follow-up review to assure that the Grantee is adequately serving the public and complying with the report.

13. Accessibility.

Each Grantee hereunder shall comply with all provisions of any applicable law regarding accessibility, including, but not limited to, any and all applicable provisions of the Americans with Disabilities Act of 1991.

14. Penalties for violation.

Any violation of the provisions of this Agreement shall be punishable as provided in section 1-12 of this Code, to the extent applicable. Each day any violation shall continue shall constitute a separate offense. Any person who violates any provision of this Code for which another penalty is not specifically provided shall, upon conviction, be subject to a fine not exceeding \$500 or by imprisonment for a period not exceeding sixty (60) days, or both.

15. Effective date of franchise agreement.

This Agreement shall become effective on the date of approval by the City Commission.

1. MISCELLANEOUS

- (A) All notices required herein shall be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32032
Attn: City Manager

With a copy to the City Attorney at the same address.

For the Grantee:

Amelia Island Trolleys and Transportation, LLC

AS FRANCHISEE

BY: Dan W. Ch... (Signature)  ←

Its: President (Insert Title)

WITNESS: Lori Connor (signature)
Lori Connor (print name)

WITNESS: Linda Collins (signature)
Linda Collins (print name)

David and Ellen Edwards
1267 Gerbing Road
Amelia Island, Fla. 32034

(B) Venue for any and all state causes of action relating to this Agreement shall be the Circuit Court for the Fourth Judicial Circuit in Nassau County, Florida. Venue for any federal causes of action shall be the United States District Court, Middle District of Florida, Jacksonville Division. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

This 3rd day of August, 2010.

ATTEST:

CITY OF FERNANDINA BEACH

Mary L. Mercer
Mary L. Mercer
City Clerk

Michael J. Czymbor
Michael J. Czymbor
City Manager

APPROVED AS TO FORM:

Tammi Bach
Tammi Bach
City Attorney

AS FRANCHISEE

BY: _____ (Signature)
_____ (Print Name)

Its: _____ (Insert Title)

WITNESS: _____ (signature)
_____ (print name)

WITNESS: _____ (signature)
_____ (print name)

See Page
10 For
Signatures

Ex. 1 + 2
Franchise for
AI Trolleys

EXHIBIT 1 —

TROLLEY FRANCHISE
FARES

Historic Tour.....\$16.00

Fort Clinch Tour (includes admission to the Fort)..... \$20.00

EXHIBIT 2 —

Ex. 2-A attached

AUTHORIZED TROLLEY
PICK UP AND DROP OFF POINTS

Brett's Parking Lot

Main Beach

Seaside Park

Fort Clinch

Museum

City's Golf Course

Grocery Store – Mr. Edwards to provide letter from Owner - see attached

EXHIBIT 3 - attached

AUTHORIZED TROLLEY ROUTE

Ex. 3-A - attached
Ghost Tour Route

Island Walk Assocs. LLC

Real Estate Investment

Ex. '2-A' to
Franchise Agr.
for AI Trolleys

MEMO

TO: City of Fernandina Beach and all other interested parties

FROM: Newton Williams,
Director of Property Management

CC: Michael Friedman, Principal, Island Walk Associates, LLC

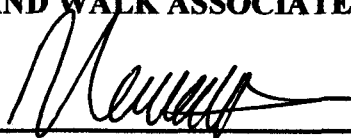
DATE: June 28, 2010

REF: Authorization to use parking lot

This document shall serve as authorization for Amelia Island Trolleys A.K.A Polley the Trolley of Fernandina Beach, FL to use a designated portion of the parking lot of Island Walk Shopping Center as a trolley stop. The shopping center management has full discretion as to where on the property this trolley stop will be located.

If you should have, any questions please feel free to contact me directly at 305-386-6359.
Thank you.

ISLAND WALK ASSOCIATES, LLC

BY: 

Newton Williams, Authorized Agent

Amelia Island Trolleys

Ex.'3' to
Franchise Agn
for AI Trolleys

**Tours of Historic Fernandina Beach depart from the
Fernandina Beach Marina Parking Lot @ the foot of Centre St.**

at 11:00 AM Monday thru Saturday

HISTORIC ROUTE

Centre Street

To

Main Beach

To

Poagie Plant

To

Boat Ramp

To

Old Towne

To

Centre Street

Amelia Island Trolleys

Ex. 3-A to
Franchise Agr.
for AI Trolleys

**Ghost Tours depart from the
Fernandina Beach Marina Parking Lot @ the foot of Centre St.
at 8:00 PM Thursday, Friday, Saturday & Sunday**

GHOST TOUR ROUTE

Centre Street

To

Florida House

To

Museum

To

Ash Street

To

Bosque Bella Cemetary

To

Old Towne

To

Centre Street



CERTIFICATE OF LIABILITY INSURANCE

Ex. 4 to Franchise
Ag. for AI Trolleys

DATE (MM/DD/YYYY)

6/3/2010

PRODUCER Phone: 800-407-4077 Fax: 321-752-7980
Euclid Insurance Agencies, LLC
4450 W Eau Gallie Blvd., #164
Melbourne FL 32934

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
David Edwards DBA Amelia Island Trolleys
& Transportation LLC
1267 Gerbing Rd
Fernandina Beach FL 32034

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Delos Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	DBP21714-00	5/28/2010	5/28/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	D5P11714-00	5/28/2010	5/28/2011	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured with respect to the operations of the named insured only.
1980 DODGE 440 TROLL MS0DA9T519927
1988 FORD 460 TROLL 17N540129JWD02720

CERTIFICATE HOLDER

CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH FL 32034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Philip M. Hove

AMELIA ISLAND TRANSPORTATION

PO BOX 15901

FERNANDINA BEACH FL 32035



MAY, 25 2010

To Whom It May Concern:

I have a proposed sale of my assets and would like to request that the Franchise agreement be transferred to

Amelia Island Trolleys and Transportation LLC

1267 Gerbing Rd.

Amelia Island GA 32034

David Edwards @
bellson.net

I am requesting the City Commission approve this sale and transfer.

Sincerely,

A large, stylized handwritten signature in cursive script, appearing to read "William W. Forehand, Jr.".

William W. Forehand, Jr.

Cc: City Attorney

LEGAL NOTICES

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH
NOTICE IS HEREBY GIVEN
that a Public Hearing is sched-
uled for Tuesday, August 3, 2010
at 6:00 PM in the City Com-
mission Chambers, 204 Ash
Street, Fernandina Beach,
Florida to consider the follow-
ing application:

ORDINANCE 2010-21
AN ORDINANCE OF THE CITY
COMMISSION OF THE CITY OF
FERNANDINA BEACH AUTHO-
RIZING THE TRANSFER OF THE
NON-EXCLUSIVE FRANCHISE
AGREEMENT WITH WILLIE FOR-
HAND D/B/A/ AMELIA ISLAND
TRANSPORTATION COMPANY
AND GRANTING THE FRAN-
CHISE TO AMELIA ISLAND TROL-
LEYS AND TRANSPORTATION,
LLC FOR THE OPERATION OF A
TROLLEY SERVICE; PROVIDING
FOR EXECUTION; PROVIDING
FOR SEVERABILITY; AND PRO-
VIDING FOR AN EFFECTIVE
DATE.

Interested parties may
appear at said hearing and
be heard as to the advisabil-
ity of any action, which may
be considered. Any persons
with disabilities requiring ac-
commodations in order to par-
ticipate in this program or
activity should contact 277-
7305, TTY 277-7399, (TTY number
for all City offices) or through
the Florida Relay Service at 1-
800-955-8771 at least 24 hours
in advance to request such
accommodation.

IF ANY PERSON DECIDES TO
APPEAL ANY DECISION MADE
BY THE BOARD/COMMISSION
WITH RESPECT TO ANY MATTER
CONSIDERED AT SUCH HEAR-
ING, S/HE WILL NEED TO
ENSURE THAT A VERBATIM
RECORD OF THE PROCEED-
INGS IS MADE, WHICH RECORD
INCLUDES THE TESTIMONY AND
EVIDENCE UPON WHICH THE
APPEAL IS TO BE BASED.

Copies of the applications
may be inspected in the office
of the City Clerk, City Hall, 204
Ash Street, between the hours
of 8:00 AM - 5:00 PM, Monday
through Friday. For information
on the application, please
contact the Staff of the City
Clerk's Office at 277-7305.
11-07-21-2010
9034

NEWS LEADER

AMELIA ISLAND • FERNANDINA BEACH • NASSAU COUNTY

Published Weekly

511 Ash Street/P.O. Box 766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32034

NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for Tuesday, August 3, 2010 at 6:00 PM in the City Commission Chambers, 204 Ash Street, Fernandina Beach, Florida to consider the following application:

17 ORDINANCE 2010-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AUTHORIZING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE AGREEMENT WITH WILLIE FOREHAND, D/B/A/ AMELIA ISLAND TRANSPORTATION COMPANY AND GRANTING THE FRANCHISE TO AMELIA ISLAND TROLLEYS AND TRANSPORTATION, LLC FOR THE OPERATION OF A TROLLEY SERVICE; PROVIDING FOR EXECUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 277-7305, TTY 277-7399, (TTY number for all City offices) or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Copies of the applications may be inspected in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM - 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 277-7306.

11 07-21-2010
9034

STATE OF FLORIDA COUNTY OF NASSAU:

Before the undersigned authority personally appeared

Foy R. Maloy, Jr.

Who on oath says that he is the Publisher of the Fernandina Beach News-Leader, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

NOTICE OF PUBLIC HEARING City Commission 8/03/2010

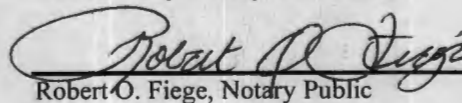
Was published in said newspaper in the issues of

07/21/2010

Ref. # 9034

Affiant further says that the said Fernandina Beach News-Leader is a newspaper published at Fernandina Beach, in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and Affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me
This 21st day of July, A.D. 2010.


Robert O. Fiege, Notary Public

 Personally Known



FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
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No Events	No Name History	Submit			
Detail by Entity Name					
<u>Florida Limited Liability Company</u>					
AMELIA ISLAND TROLLEYS & TRANSPORTATION, LLC					
<u>Filing Information</u>					
Document Number L10000057406					
FE/EIN Number NONE					
Date Filed 05/27/2010					
State FL					
Status ACTIVE					
<u>Principal Address</u>					
1267 GERBING RD. AMELIA ISLAND FL 32034					
<u>Mailing Address</u>					
1267 GERBING RD. AMELIA ISLAND FL 32034					
<u>Registered Agent Name & Address</u>					
MOSS, JR., RODGER D ESQ. 315 E. ROBINESON STREET, STE. 600 C/O ZIMMERMAN, KISER & SUTCLIFFE, P.A. ORLANDO FL 32801 US					
<u>Manager/Member Detail</u>					
Name & Address					
NONE					
<u>Annual Reports</u>					
No Annual Reports Filed					
<u>Document Images</u>					
05/27/2010 -- Florida Limited Liability View image in PDF format					
Note: This is not official record. See documents if question or conflict.					
Previous on List	Next on List	Return To List	Entity Name Search		
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NO. 4946 P. 1

Division of Corporations

Page 1 of 1

L10000057406

Division of State
Division of Corporations
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Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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RDM



H100001253883ABC

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To:

Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : ZIMMERMAN, KISER, & SUTCLIFFE, P.A.
Account Number : I19990000006
Phone : (407) 425-7010
Fax Number : (407) 425-2747

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: callenedwards@bellsouth.net

FILED
2010 MAY 27 AM 8:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA LIMITED LIABILITY CO.
Amelia Island Trolleys & Transportation, LLC

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$125.00

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TALLAHASSEE, FLORIDA

C. LEWIS

MAY 28 2010

EXAMINER

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((H10000125388 3)))

NO. 4946 P. 2

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2010 MAY 27 AM 8:21

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION

OF

AMELIA ISLAND TROLLEYS & TRANSPORTATION, LLC

A Florida Limited Liability Company

ARTICLE I

NAME

The name of this limited liability company is AMELIA ISLAND TROLLEYS & TRANSPORTATION, LLC (the "*Company*").

ARTICLE II

MAILING AND STREET ADDRESS

The mailing and street address of the principal office of the Company is as follows:

1267 Gerbing Road
Amelia Island, Florida 32034

ARTICLE III

COMMENCEMENT OF COMPANY'S EXISTENCE

In accordance with Section 608.409(1), Florida Statutes, the Company's existence shall commence at the time and date on which these Articles of Organization are filed with the Florida Department of State.

ARTICLE IV

REGISTERED AGENT

The address of the initial Registered Office and the Registered Agent of the Company at such address are as follows:

Rodger D. Moss Jr., Esq.
c/o Zimmerman, Kiser & Sutcliffe, P.A.
315 E. Robinson Street, Suite 600
Orlando, Florida 32801

((H10000125388 3)))

MAY. 27. 2010 12:48PM

((H10000125388 3)))

NO. 4946 P. 3
FILED

2010 MAY 27 AM 8:21

**ARTICLE V
APPLICABLE LAW**

The Company is created pursuant to Chapter 608, Florida Statutes, and shall be governed by the laws of the State of Florida.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



Rodger D. Moss Jr.
Authorized Representative of Members

ACCEPTANCE OF DESIGNATION

OF

REGISTERED AGENT

Pursuant to the provisions of Section 608.415, Florida Statutes, the undersigned submits the following statement of acceptance of his designation as Registered Agent for the Company:

Having been named as Registered Agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent as provided for in Chapter 608 of the Florida Statutes.



Rodger D. Moss Jr.

((H10000125388 3)))



LOWCOUNTRY NATIONAL BANK
FIRST NATIONAL BANK OF NASSAU COUNTY
THE GEORGIA BANK
A Division of First National Bank of Nassau County

IRREVOCABLE LETTER OF CREDIT

FIRST NATIONAL BANK OF NASSAU COUNTY
A DIVISION OF CBC NATIONAL BANK
1891 SOUTH 14TH STREET
FERNANDINA BEACH, FL 32034

BENEFICIARY:

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

DATE: July 29, 2010

APPLICANT:

Amelia Island Trolleys &
Transportation, LLC
1267 Gerbing Road
Fernandina Beach, FL 32034

AMOUNT: USD \$2,500.00 DUE DATE July 29, 2011
Two Thousand Five Hundred Dollars and 50/100

Dear Sir:

We have established this irrevocable letter of credit in your favor for drawings up to U.S. \$ 2,500.00 effective this date July 29, 2010 and expiring at our office located at the address provided above as of the due date July 29, 2011.

We hereby undertake to promptly honor your sight draft(s) drawn on us which indicate our credit number 155 for all or any part of this credit if presented at (the lender address provided above) on or before the due date. It is understood by all parties that this credit number 155 represents any unpaid amounts due per section 7(A), 7(C), and/or 9 of attached exhibit A, Non-Exclusive Franchise Agreement.

We hereby engage with the bona fide holders of all drafts, drawings, and/or documents presented under and in compliance with the terms of the credit that they will be duly honored upon presentation and that drafts accepted within the terms of the credit will be duly honored at maturity. Any draft presented under this irrevocable letter of credit must be accompanied by a notarized statement signed by an official of the beneficiary which states that the applicant has defaulted under the terms of the Agreement any unpaid amounts due per section 7(A), 7(C), and/or 9 of attached exhibit A, Non-Exclusive Franchise Agreement or that the Letter of Credit will expire within thirty (30) days from the date of the sight draft and that Buyer has failed to deliver a substitute letter of credit satisfactory to Seller.

Should you have any occasion to communicate with us regarding this credit, kindly direct your communication to the above address (or to our telephone, cable, facsimile, or telex numbers provided below), making specific reference to our credit number 155. This Letter of Credit is subject to the Uniform Custom and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce Publication No. 400. This Letter of Credit is subject to, and governed by the laws of the State of Florida.

Sincerely,

Dan Powell
Sr. Vice President





CITY COMMISSION AGENDA ITEM

SUBJECT: Ordinance 2010- 21
Authorizing the transfer of the Non-Exclusive Franchise Agreement with Willie Forehand d/b/a Amelia Island Transportation Company, Inc. and granting the Franchise to Amelia Island Trolleys and Transportation, LLC for the operation of a Trolley Service

DEPARTMENT: City Manager

ATTACHMENTS: ☒ Ordinance ☐ Resolution
☒ Support Documents ☐ Other

SUMMARY: The City Commission authorized a Franchise Agreement on June 5, 2007 with Willie Forehand d/b/a Amelia Island Transportation Company, Inc. to provide trolley service on a designated route in the City. Mr. Forehand notified the City that he has a proposed sale of his assets and is requesting that the Franchise Agreement be transferred to Amelia Island Trolleys and Transportation, LLC pursuant to Section 12(B) of the Franchise Agreement. Staff has met with the owner of Amelia Island Trolleys and Transportation, LLC who has been cooperative and all requested information has been provided or will be prior to final approval. Both parties have tentatively agreed to the proposed terms of the non-exclusive Franchise Agreement, pending City Commission review and approval.

The City Commission approved Ordinance 2010-21 on first reading at their July 6, 2010 Regular Meeting.

RECOMMENDED ACTION: Approve Ordinance 2010-21 on second reading

DEPARTMENT HEAD Submitted: Michael J. Czymbor Date: 7/27/10
City Manager

Requested Agenda Date: 8/3/10

FINANCE DEPARTMENT Budgeted ☐ Yes ☐ No ☒ N/A Date:

CITY ATTORNEY Approved as to Form *TEB* Date: 7/28/10

CITY MANAGER Approved Agenda Item For: *[Signature]* Date: 7/27/10

COMMISSION ACTION: ☐ Approved as Recommended ☐ Disapproved
☐ Approved With Modification ☐ Tabled To Time Certain
☐ Other

DISTRIBUTION: ☐ CA ☐ CC ☐ CM ☐ CD ☐ FI ☐ FD ☐ GC ☐ HR ☐ MD ☐ PD ☐ PR ☐ UD

Approved at the City Commission Meeting *2nd R.*

Held on *8-30-10*
Voted: *5-0* Initial: *RL*

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, February 18, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE AGREEMENT WITH AMELIA ISLAND TRANSPORTATION AND TROLLEYS, LLC AND GRANTING THE FRANCHISE TO ROQUE ISLAND CAPITAL, LLC FOR THE OPERATION OF A TROLLEY SERVICE; PROVIDING FOR SEVERABILITY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the February 5, 2020 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Parks and Recreation Advisory Committee

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments

SYNOPSIS: In accordance with City of Fernandina Beach Charter Section 69, the City Commission may at any time, appoint a fact-finding or advisory board or boards, comprised of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission. Members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the City Commission.

The Parks and Recreation Advisory Committee (PRAC) has one Regular Member vacancy. Ms. Alexandra Lajoux has submitted an Advisory Board/Committee Application which was unanimously approved at the PRAC Regular Meeting on December 10, 2019. Ms. Lajoux' application is hereby presented for City Commission review and consideration. If appointed, Ms. Lajoux will serve a one-year term ending February 2021.

Parks and Recreation Advisory Committee Regular Member Mr. Eric Bartelt, whose term expired February 1, 2020, has submitted a request for reappointment to serve an additional two-year term ending February 1, 2022.

Parks and Recreation Advisory Committee Regular Member Ms. Jean Pugh, whose term will expire March 1, 2020, has submitted a request for reappointment to serve an additional two-year term ending March 1, 2022.

Pursuant to City Charter Section 69, Ms. Pugh, Ms. Lajoux and Mr. Bartelt reside within the jurisdictional boundaries of the incorporated City limits.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Ms. Lajoux to a one-year term to Parks and Recreation Advisory Committee. I further recommend that the City Commission reappoint Mr. Bartelt and Ms. Pugh both to two-year terms to the Parks and Recreation Advisory Committee.

Nan Voit, Parks & Recreation Director	1/29/2020
Caroline Best, City Clerk	1/29/2020
Nicole Bednar, Administrative Services Manager	2/6/2020
Dale L. Martin, City Manager	2/6/2020

Date: January 22, 2020

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: noreply@civicplus.com
Sent: Thursday, October 31, 2019 12:14 AM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Alexandra Reed Lajoux
------	-----------------------

Home Mailing Street Address	646 Spanish Way East
-----------------------------	----------------------

City	Fernandina Beach
------	------------------

Zip Code	32034
----------	-------

Primary Phone	9043103784 (land)
---------------	-------------------

Secondary Phone	2022557562 (cell)
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Please note that board materials are distributed electronically.

Email to receive board materials	arlajoux@aol.com
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Employer	Capital Expert Services, LLC
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Position Title	Founding Principal
----------------	--------------------

Business Address	PO Box 724, Historic Post Office on Centre Street
------------------	---

City	Fernandina Beach
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Zip	32034
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Parks & Recreation Advisory Committee

Select the advisory board/committee you are applying for:

Additional board that you are applying for:	Community Development Block Grant Citizen Advisory Taskforce
Why are you interested in serving on this Board? Please explain.	I am interested in serving on the Parks & Recreation Advisory Committee because my family and I benefit from the City's parks and recreational activities, so I would like to give back. As for the CDB Grant Citizen Advisory Taskforce, I would like to help revive it, as grants are a good way of obtaining funds for the City's needs.

Eligibility

Are you a resident of the City?	Yes
Length of time:	Since April 2017
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?	Yes
Board Name:	Isle de Mai HOA
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No
If yes, please provide details:	<i>Field not completed.</i>

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):

Isle de Mai Board of Directors, Member at Large - approximately six months
Advisory Board to Campaigns and Elections - approximately five years
Advisory Board to Caux Round Table - approximately six years
Board of M&A Standards - approximately two years

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

While raising my son in Arlington, VA, I volunteered for youth baseball in a variety of roles including coach for four years. Later, while living in Fairfax Virginia, I volunteered as a mentor to help with recreational activities for teens in foster care. Now I am bringing my grandson to baseball games here in Fernandina Beach (Babe Ruth Black Pirates Advanced T-Ball). Also, here in Florida, I served on my HOA's landscape committee for nearly two years, so am familiar with local soil and vegetation.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

High School, BS/A, MS/A, Ph.D.

Other:

CMAS (certified M&A specialist)

Major areas of study:

Literature, Languages (French, German, Spanish), and Business Management

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
---	-----

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	October 31, 2019
------	------------------

Applicant's Signature	Alexandra Reed Lajoux
-----------------------	-----------------------

Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: Alisha Brown
Sent: Tuesday, January 21, 2020 6:15 PM
To: Kim Briley; Nan Voit
Cc: Caroline Best
Subject: RE: Online Form Submittal: Advisory Board/Committee Application
Attachments: PRAC December draft 2019-revised.doc

Yes, it was approved at the Dec. 10th meeting.

Alisha Brown
Parks & Recreation Manager
City of Fernandina Beach
2500 Atlantic Avenue
Fernandina Beach, FL 32034
(904) 310-3366 | abrown@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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From: Kim Briley <kelliott@fbfl.org>
Sent: Tuesday, January 21, 2020 12:26 PM
To: Nan Voit <nvoit@fbfl.org>
Cc: Caroline Best <cbest@fbfl.org>; Alisha Brown <abrown@fbfl.org>
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Hi Nan,

Did Ms. Lajoux's application ever get placed on a PRAC agenda for consideration for appointment?

Kim Briley, MMC
Deputy City Clerk
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
(904) 310-3117 | kelliott@fbfl.org
www.fbfl.us



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From: Nan Voit <nvoit@fbfl.org>
Sent: Wednesday, December 4, 2019 8:51 AM

To: Caroline Best <cbest@fbfl.org>

Cc: Kim Briley <kelliott@fbfl.org>

Subject: Re: Online Form Submittal: Advisory Board/Committee Application

I did not put her on the agenda that I just published because the cm requires that we have to get our agenda out a week prior so I sent it out yesterday. I plan on amending the agenda and adding here to it so they can vote on her.

Sent from my iPhone

On Dec 4, 2019, at 8:40 AM, Caroline Best <cbest@fbfl.org> wrote:

Good morning, Nan:

Have you had a chance to add Ms. Lajoux to a PRAC agenda for consideration to serve as a committee member?

Caroline Best, CMC
City Clerk
204 Ash Street
Fernandina Beach, Florida 32034
Office (904) 310-3115
<image001.jpg>

<image002.jpg>

<image003.jpg>

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From: Alexandra Lajoux <arlajoux@aol.com>

Sent: Thursday, October 31, 2019 5:48 PM

To: Caroline Best <cbest@fbfl.org>

Cc: Kim Briley <kelliott@fbfl.org>; Nan Voit <nvoit@fbfl.org>

Subject: Re: Online Form Submittal: Advisory Board/Committee Application

Dear Ms. Best,

Thank you for your reply.

Ms. Voit, thank you for your consideration.

Please do not hesitate to contact me with any questions.

Sincerely,

Alexandra Lajoux
202-255-7562 (cell)

-----Original Message-----

From: Caroline Best <cbest@fbfl.org>

To: arlajoux@aol.com <arlajoux@aol.com>

Cc: Kim Briley <kelliott@fbfl.org>; Nan Voit <nvoit@fbfl.org>

Sent: Thu, Oct 31, 2019 5:06 pm

Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Dear Ms. Lajoux,

Thank you for your interest in serving on the Parks and Recreation Advisory Committee (PRAC). In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) your application has been forwarded to Parks & Recreation Department Director Ms. Nan Voit (copied herein) who serves as the PRAC staff liaison. Ms. Voit will have your application placed on the next available PRAC agenda for consideration. Once approved by PRAC, your application will move on to the City Commission for their honorable consideration.

The Community Development Block Grant Citizen Advisory Taskforce has not met for several years and will likely sunset soon.

Thank you again for your interest in serving and please don't hesitate contacting me with any questions.

Sincerely,

Caroline Best, CMC

City Clerk

204 Ash Street

Fernandina Beach, Florida 32034

Office (904) 310-3115

<image001.jpg>

<image002.jpg>

<image003.jpg>

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, October 31, 2019 12:14 AM
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	Alexandra Reed Lajoux
------	-----------------------

Home Mailing Street Address	646 Spanish Way East
-----------------------------	----------------------

City	Fernandina Beach
------	------------------

Zip Code	32034
----------	-------

Primary Phone	9043103784 (land)
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Secondary Phone	2022557562 (cell)
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Please note that board materials are distributed electronically.

Email to receive board materials	arlajoux@aol.com
----------------------------------	--

Employer	Capital Expert Services, LLC
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Position Title	Founding Principal
----------------	--------------------

Business Address	PO Box 724, Historic Post Office on Centre Street
------------------	---

City	Fernandina Beach
------	------------------

Zip	32034
-----	-------

Select the advisory board/committee you are applying for:	Parks & Recreation Advisory Committee
---	---------------------------------------

Additional board that you are applying for:	Community Development Block Grant Citizen Advisory Taskforce
---	--

Why are you interested in serving on this Board? Please explain.	I am interested in serving on the Parks & Recreation Advisory Committee because my family and I benefit from the City's parks and recreational activities, so I would like to give back. As for the CDB Grant Citizen Advisory Taskforce, I would like to help revive it, as grants are a good way of obtaining funds for the City's needs.
--	---

Eligibility	
-------------	--

Are you a resident of the City?	Yes
Length of time:	Since April 2017
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?	Yes
Board Name:	Isle de Mai HOA
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):	Isle de Mai Board of Directors, Member at Large - approximately six months Advisory Board to Campaigns and Elections - approximately five years Advisory Board to Caux Round Table - approximately six years Board of M&A Standards - approximately two years
Qualifications:	
Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:	While raising my son in Arlington, VA, I volunteered for youth baseball in a variety of roles including coach for four years. Later, while living in Fairfax Virginia, I volunteered as a mentor to help with recreational activities for teens in foster care. Now I am bringing my grandson to baseball games here in

Fernandina Beach (Babe Ruth Black Pirates Advanced T-Ball). Also, here in Florida, I served on my HOA's landscape committee for nearly two years, so am familiar with local soil and vegetation.

Organization or
Commissioner sponsoring
nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

High School, BS/A, MS/A, Ph.D.

Other:

CMAS (certified M&A specialist)

Major areas of study:

Literature, Languages (French, German, Spanish), and
Business Management

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the
duties and responsibilities
of the Board/Committee
that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	October 31, 2019
------	------------------

Applicant's Signature	Alexandra Reed Lajoux
-----------------------	-----------------------

Email not displaying correctly? [View it in your browser.](#)

The Parks and Recreation Advisory Committee of the City of Fernandina Beach Florida, met on Tuesday, December 10, 2019 at 5:00 pm in the City Hall Chambers. Present were: Member Ross, Member Bartelt, Member Pugh, Chair Duncan, Member Kegler

Absent: Vice-Chair Behan

1. Call to Order: Chair Duncan called the meeting to order at 5:00pm.
2. Roll Call
3. Approval minutes.
Member Pugh made a motion to approve the minutes with no changes. Member Ross seconded the motion. Motion passed being all ayes.
4. DISCUSSION
 - 4.1 Simmons Park Update
Nan Voit gave an update on the Simmons Road Park by reviewing the proposed project time line. Member Ross had questions concerning Simmons Road Park. Questioned if the retention pond could consist of planting more trees versus removing them. Also asked for an update on the overflow parking. Nan responded that nothing has been decided, waiting for the final plans to be review by the TRC. Member Ross suggested that the Committee recommend installing an air quality monitor program in the park. Member Ross gave a presentation that addressed air quality concerns at the approved Simmons Park location. Member Bartelt presented a PowerPoint that questioned if building the Simmons Road Playground would violate the comprehensive plan.

Member Ross made a motion to recommend that an EPA quality air monitor for monitoring PM 2.5 be installed at the Simmons Park. Member Pugh seconded the motion. Motion passed being all ayes.

Member Pugh stated that she feels that there is a lack of transparency and expressed concern that the commission liaison does not represent the committee. Member Ross also stressed her concern about lack of transparency. Chair Duncan expressed that she would like to see more clarity around the role of the committee.
 - 4.2 Master Plan
Member Pugh asked to defer this discussion.
Chair Duncan moved to discuss creating a work plan for the committee. There was a discussion about creating a subcommittee to create by-laws for the committee. Bonnie Dickens, 132 S. 15th Street, suggested that the committee review the minutes from the March 8, 2017 agenda. According to Ms. Dickens, the role at PRAC was discussed at this meeting and also at the May 11, 2016 meeting. Nan stated that she will research that information and provide to the committee. Scott, Assistant Director of the Parks and Recreation Department, suggested that the City Commission come up with the work plan and vote on it. Chair Duncan responded that the directive from the City Commission is for the committee to come up with their own work plan and by-laws to be presented to the Commission.

Member Ross made a motion to establish a subcommittee to create by-law for the Parks and Recreation Advisory Committee. The motion was seconded by Member Pugh. The motion passed being all ayes.

By-law Subcommittee members, Member Jean Pugh, Member Faye Ross, Chair Theresa Duncan. The subcommittee will meet Tuesday, January 7, 2020 at 9am in the City Hall Chamber, 204 Ash Street, Fernandina Beach, FL 32034

4.3 Waterfront Park

Member Ross, suggested that Nan speak with the City Manager concerning what the City Commission needs to do in order to move forward on the Waterfront Park. Also requested a new Citizen survey for the waterfront park. Member Duncan stated that this process has taken long enough and there is no need for another survey. Member Bartelt gave a presentation on the waterfront park and the job of the Parks & Recreation Advisory Committee. Member Kegler questioned the role of the committee. He would like for the committee to prioritize work based on what the committee can actually accomplish. Also suggested that the committee focus on accomplishing things that are on the people's agenda, not the agenda of the members. Pugh suggested identifying a process prior to making recommendations on future projects.

Alan Mills, 1425 Broom St., representing the Marina Advisory Committee. Mr. Mills stated that parking is a problem now without the Marina being fully functional. Mr. Mills stressed that what the waterfront needs is more parking, not less parking. Mr. Mills urged the committee to focus on working on walkovers and parking at the waterfront.

5. OTHER BUSINESS

Member Application review

Member Behan would like to renew her membership on the Committee. Member Pugh made a motion to approve the renewal of the committee membership for Joy Behan for another term to the Parks and Recreation Advisory Committee. The motion was seconded by Member Ross. The motion passed being all ayes.

Member Pugh made a motion to nominate Alexandra Lajoux. The motion seconded by Member Ross. There was a discussion. The motion was passed being all ayes.

Member Ross would like the advisory committee to develop a work process where the Advisory Committee could request funds from the County. Nan will follow up with the City Attorney to see if that is permissible.

6. ADJORNMENT

Meeting adjourned at 6:28 by Chair Duncan.

DRAFT

MINUTES
Parks and Recreation Advisory
Committee
December 10, 2019
Page 3 of 3

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at 904-310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

Kim Briley

From: Eric Bartelt <ericbartelt@gmail.com>
Sent: Wednesday, January 22, 2020 11:17 AM
To: Kim Briley; Nan Voit
Subject: Reappointment to PRAC

Kim -

I would like to be reappointed to the Parks and Recreation Advisory Committee.

Thanks,

Eric Bartelt

Kim Briley

From: Nan Voit
Sent: Wednesday, January 29, 2020 8:11 AM
To: Kim Briley
Subject: FW: PRAC Member Reappointment - Bartelt and Pugh

See below. Jean wishes to be reappointed to PRAC.

Nan Voit
Parks & Rec. Director
City of Fernandina Beach
2500 Atlantic Ave.
Fernandina Beach, FL 32034
(904) 310-3357 | nvoit@fbfl.org
www.fbfl.us



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From: Jean Pugh [<mailto:jcpughpsu@gmail.com>]
Sent: Monday, January 27, 2020 9:16 AM
To: Nan Voit
Subject: Re: PRAC Member Reappointment - Bartelt and Pugh

Thanks for the follow up. I do request to be to reappointed to the committee.

Sent from my iPad

On Jan 22, 2020, at 10:59 AM, Nan Voit <nvoit@fbfl.org> wrote:

Good morning, Jean. Please see below and advise. Thank you.

Sent from my iPhone

Nan Voit
Parks & Rec. Director
City of Fernandina Beach
2500 Atlantic Ave.
Fernandina Beach, FL 32034
(904) 310-3357 | nvoit@fbfl.org
www.fbfl.us

[<image0c9366.PNG>](#) [<image1ebd2c.PNG>](#)

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Begin forwarded message:

From: Kim Briley <kelliott@fbfl.org>
Date: January 22, 2020 at 9:48:45 AM EST
To: Nan Voit <nvoit@fbfl.org>
Cc: Alisha Brown <abrown@fbfl.org>, Caroline Best <cbest@fbfl.org>
Subject: PRAC Member Reappointment - Bartelt and Pugh

Hi Nan,

In reviewing the board roster for PRAC, I noticed that Ms. Pugh's term will end March 1, 2020 and Mr. Bartelt's will end February 1, 2020. Can you please follow up to see if they wish to be reappointed and let us know?

Thank you so much,

Kim Briley, MMC
Deputy City Clerk
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
(904) 310-3117 | kelliott@fbfl.org
www.fbfl.us

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<image178080.png>

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<Board Roster PRAC January 2020.pdf>

Parks and Recreation Advisory Committee

Position	Term	Name & Address	Phone
1	03-01-2018	Jean Pugh 1552 Ruskin Lane, Fernandina Beach, FL 32034 jcpughpsu@gmail.com	(717) 756-1965
2	11-20-2018	Theresa Duncan 515 South 5th Street, Fernandina Beach, FL 32034 TDuncan32034@gmail.com	(904) 548-7770
3	12-01-2015	Joy Behan 1548 Persimmon Circle South, Fernandina Beach, FL 32034 JoyBehan@gmail.com	(386) 334-3359
4	02-01-2013	Eric Bartelt 3820 South Fletcher Avenue, Fernandina Beach, FL 32034 ericbartelt@gmail.com	(904) 261-7808
5	11-05-2019	Faith Ross 210 North 3rd Street, Fernandina Beach, FL 32034 pknrecross@gmail.com	(904) 798-0979
6	08-07-2018	Michael Kegler 325 Vernon Street, Fernandina Beach, FL 32034 XENOPHON6@AOL.COM	(678) 523-7943

Parks and Recreation Advisory Committee

Term Length: 36 Months

Max Terms: 1 Term(s)

Number of Members: 7

Meeting Schedule: Second Tuesday of each Month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Philip A. Chapman, III
(904) 624-5590
pchapman@fbfl.org

Staff Liaison:

Nan Voit

nvoit@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Jean Pugh	03/01/2018	1	03/01/2020
2	Theresa Duncan	11/20/2018	1	12/20/2020
3	Joy Behan	12/01/2015	1	12/01/2020
4	Eric Bartelt	02/01/2013	1	02/01/2020
5	Faith Ross	11/05/2019	1	11/05/2020
6	Michael Kegler	08/07/2018	1	08/07/2021

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Historic District Council

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment of alternate member.

SYNOPSIS: In accordance with Land Development Code Chapter 9, Section 9.01.0(a); all members and alternate members of the Historic District Council (HDC) shall be appointed by the City Commission.

HDC Alternate Member #2 vacancy was created when Ms. Kosack moved to Alternate #1.

The HDC, at its Regular Meeting on January 16, 2020, unanimously approved Ms. Kates Robinson to serve as Alternate Member #2, for a three-year term ending February 2023. This HDC endorsement is presented for the Honorable City Commission's consideration and approval.

Ms. Robinson is a City resident as required by City Charter, Section 69 and Land Development Code Chapter 9, Section 9.01.0(c).

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Ms. Robinson as an Alternate #2 member to a three-year term to the Historic District Council.

Caroline Best, City Clerk	1/29/2020
Nicole Bednar, Administrative Services Manager	2/6/2020
Dale L. Martin, City Manager	2/6/2020

Submitted By: Kim Briley, Deputy City Clerk Date: January 24, 2020

COMMISSION ACTION: Approve

Kim Briley

From: noreply@civicplus.com
Sent: Thursday, January 2, 2020 3:26 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Kates Robinson
Home Mailing Street Address	620 Vernon Street
City	Fernandina Beach
Zip Code	32034
Primary Phone	904-426-7107
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	katesrobinson71@gmail.com
Employer	LandSouth Construction LLC
Position Title	Assistant Project Manager
Business Address	4233 Pablo Professional Court
City	Jacksonville
Zip	32224

Historic District Council

Select the advisory
board/committee you are
applying for:

Additional board that you
are applying for: Arts and Culture Nassau

Why are you interested in
serving on this Board?
Please explain. I grew up in Fernandina Beach and purchased a home on the
Island this past year. I love this city so much and think first and
foremost we should uphold the Historic integrity of our home
when making decisions regarding progress. I think History is
such an important part of Fernandina and should continue to
be the main focus as our little town continues to grow.

Eligibility

Are you a resident of the
City? Yes

Length of time: August 2019

Do you hold a public office? No

Office name: *Field not completed.*

Are you employed by the
City? No

Position: *Field not completed.*

Are you currently serving on
a Board? No

Board Name: *Field not completed.*

Potential Conflict of Interest:

Have you ever been
engaged in the
management/ownership of
any business enterprise that
has a financial interest with
the City of Fernandina
Beach? No

If yes, please provide
details: *Field not completed.*

Major Affiliations:

Field not completed.

List community, professional, or other applicable policy-making Boards on which you have served.

Note the length of service and office held (if any):

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Work in the Construction Industry.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

BS/A

Field not completed.

Other:

Communications

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

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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	January 2, 2020
------	-----------------

Applicant's Signature	Kates Robinson
-----------------------	----------------

Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: Salvatore Cumella
Sent: Wednesday, January 22, 2020 11:53 AM
To: Kim Briley; mikespino@bellsouth.net
Cc: katesrobinson71@gmail.com; Samantha Rogic; Caroline Best
Subject: RE: HDC

Hi Kim,
Ms. Robinsons application was heard at the HDC's January meeting and a unanimous vote was cast to send it to the City Commission for consideration. Please add her appointment to the next available City Commission meeting.
Thanks,
-Sal

Salvatore Cumella
Senior Planner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Main: (904) 310-3480 | Direct: (904) 310-3483 | scumella@fbfl.org
www.fbfl.us



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From: Kim Briley <kelliott@fbfl.org>
Sent: Wednesday, January 22, 2020 11:47 AM
To: mikespino@bellsouth.net
Cc: katesrobinson71@gmail.com; Samantha Rogic <srogic@fbfl.org>; Salvatore Cumella <scumella@fbfl.org>; Caroline Best <cbest@fbfl.org>
Subject: RE: HDC

Hi Mr. Spino,

In accordance with [City Code of Ordinances Section 2-122\(a\)\(2\)](#) her advisory board/committee application was forwarded to the staff coordinator for the Historic District Council Mr. Sal Cumella (copied herein) on January 6, 2020. Mr. Cumella will have her application placed on the next available HDC agenda for consideration. Upon HDC approval, her application will move to the City Commission for their honorable consideration.

Please let us know if you have any additional questions.

Kim Briley, MMC
Deputy City Clerk
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034
(904) 310-3117 | kelliott@fbfl.org
www.fbfl.us



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From: mikespino@bellsouth.net <mikespino@bellsouth.net>

Sent: Wednesday, January 22, 2020 11:30 AM

To: Kim Briley <kelliott@fbfl.org>

Subject: FW: HDC

Hey Kim, can you help us out with this question?

Thanks.

ms

From: mikespino@bellsouth.net <mikespino@bellsouth.net>

Sent: Wednesday, January 22, 2020 11:26 AM

To: 'cbest@fbfl.org' <cbest@fbfl.org>

Cc: 'Salvatore Cumella' <scumella@fbfl.org>; 'katesrobinson71@gmail.com' <katesrobinson71@gmail.com>

Subject: FW: HDC

Ms. Caroline,

Is Ms. Robinson's app on a city commission agenda soon?

ms

From: Kates Robinson <katesrobinson71@gmail.com>

Sent: Wednesday, January 22, 2020 10:19 AM

To: mikespino@bellsouth.net

Subject: HDC

Good Morning Mike,

Just wanted to check in with you. Do you have an idea of when there will be word from the City Commissioners on approval/denial of my application for HDC? I am not familiar with the process.

Thank you,

Kates

Historic District Council

Position	Term	Name & Address	Phone
1	02-20-2018	Benjamin Morrison 2107 Whitfield Drive, Fernandina Beach, FL 32034 benjamin@cotnerassociates.com	(912) 604-9870
2	09-01-2019	Tammi Kosack 322 North 3rd Street, Fernandina Beach, FL 32034 tlkosackfbfl@gmail.com	(404) 232-0428
3	02-01-2017	Michael Spino 317 South 5th Street, Fernandina Beach, FL 32034 mikespino@bellsouth.net	(904) 583-3554
4	11-01-2018	Michael Harrison 820 Someruelos Street, Fernandina Beach, FL 32034 mharrison@iee.org	(904) 491-1259
5	06-18-2019	Angela Conway 510 Beech Street, Fernandina Beach, FL 32034 Angela.arnett510@gmail.com	(202) 422-2531
6	09-04-2018	James Pozzetta 103 South 18th Street, Fernandina Beach, FL 32034 jamespozzetta@comcast.net	(904) 206-3447

Historic District Council

Term Length: 36 Months

Max Terms: No Limit

Number of Members: 7

Meeting Schedule: Third Thursday of each month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Salvatore Cumella

scumella@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Benjamin Morrison	02/20/2018	1	09/20/2021
2	Tammi Kosack	08/06/2019	1	05/01/2022
3	Michael Spino	02/01/2017	1	01/01/2023
4	Michael Harrison	10/16/2018	3	11/01/2021
5	Angela Conway	06/18/2019	1	09/01/2022
6	James Pozzetta	09/04/2018	1	09/04/2021

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 L. Martin, City Manager 2/6/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Waterfront 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 L. Martin, City Manager 2/6/2020

Date: October 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Beaches

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Specific discussion items:

1. Update on the Beach Habitat Conservation Plan, to include recommended selection of consultant to complete the plan along with funding information.
2. Update on FY 21 Renourishment Completion.
3. Update on FY 22 Renourishment Maintenance Dredging Project Planning.
4. Update on Beach walkover projects 8N, 9N, 2S and 5S.
5. Follow-up discussion regarding Amelia Island Tourist Development Council (TDC) funding for beach infrastructure.

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 2/6/2020

Date: December 04, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Marina

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT: To be determined based upon City Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 2/6/2020

Date: January 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
City Owned Properties

ITEM TYPE: Discussion

REQUESTED ACTION:

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

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale L. Martin, City Manager 2/6/2020

Date: January 31, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

<u>PIN_DSP</u>	<u>DeedAcre</u>	<u>GISCalculatedAcre</u>	<u>USECD</u>	<u>HOUSE_NO</u>	<u>STREET</u>	<u>ST_MD</u>	<u>LEGL1</u>	<u>LEGL2</u>	<u>LEGL3</u>	<u>ADDRESS_1</u>	<u>ADDRESS_2</u>	<u>ADDRESS_3</u>	<u>ZONING</u>	<u>ORDINANCE</u>	<u>LANDUSE</u>	<u>ORDINANCE_1</u>
11-2N-28-0000-0005-0070	2.79	2.83	8000	1531	CANOPY	DR	PT OF J PELOT GRANT SEC 11	LYING S OF CANOPY DR & E OF	BUCCANEER TL PT DB 119/179	204 ASH STREET			REC	Oct-33		
06-2N-28-0000-0001-0000	514.23	0.64	8900	700	AIRPORT	RD	PT GOVT LOTS 1,2,3,4 OF	SEC 6-2N-28E & PT FRACL	SEC 7-2N-28E & PT B CHAIRS	204 ASH STREET			I-1	Jun-81	INDUSTRIAL	
11-2N-28-0000-0005-0060	6.64	6.82	8000		CANOPY	DR	PT OF J PELOT GRANT SEC 11	LYING S OF CANOPY DR & W OF	AMELIA ISL PKWY PT DB 119/179	204 ASH STREET			REC	Oct-33		
11-2N-28-0000-0005-00L1	310.43	301.53	3800	4477	BUCCANEER	TRL	PT OF GOVT LOTS 3,4 OF	SEC 6-2N-28E & PT J PELOT	GRANT SEC 11-2N-28E IN	C/O AMELIA RIVER GOLF LLC	ATT:GEORGE & BARBARA SHEFFIELD 96172 OCEAN BREEZE DRIVE		I-1	Jun-81	INDUSTRIAL	
08-2N-28-0000-0001-0000	303.11	74.8	8900	2800	BILL MELTON	RD	PARCELS 1 & 2 OF SEC 8 LYING	E & N OF AMELIA ISL PKWY	(EX OR 265/82 & EX R/W'S & EX	204 ASH STREET			REC		RECREATION	
00-00-31-1015-0009-0010	0	0.25	8900		SHANNON	RD	S 25 FT OF LOTS 9 & 10	IN OR 662/463	AMELIA ISLAND INDUSTRIAL PARK	204 ASH STREET			IA		INDUSTRIAL	
11-2N-28-0000-0005-00L0	0	0.19	9400		BUCCANEER	TR	PT J PELOT GRANT SEC 11-2N-28E	IN OR 662/558	{K/A R/W ESMT & LEASE AGMT}	C/O O'CONNER JAMES J EST ETAL	703 GARDEN STREET		IA		INDUSTRIAL	
11-2N-28-0000-0001-006L	0	0.16	8900	3990	CENTURION	WY	PT J PELOT GRANT SEC 11-2N-28E	BEING UNR LEASE PAR 1-6L	{K/A OMNI AMELIA ISLAND LLC	204 ASH ST			I-1	16-33	INDUSTRIAL	
07-2N-28-0000-0001-00L0	0	1.48	8900	3990	CENTURION	WAY	PT FRACL SEC 7-2N-28E & PT OF	J PELOT GRANT SEC 11-2N-28E	BEING UNR LEASE PAR 1-L	204 ASH STREET			I-1	16-33	INDUSTRIAL	
11-2N-28-0000-0001-007L	0	0.14	9000	3990	CENTURION	WAY	PT J PELOT GRANT SEC 11-2N-28E			C/O FDNA AIRCRAFT MAINTENANCE	3990 CENTURION WAY		I-1	16-33	INDUSTRIAL	
07-2N-28-0000-0001-002L	1.74	1.73	2000	3991	CENTURION	WAY	PT FRACL SEC 7-2N-28E & PT OF	J PELOT GRANT SEC 11-2N-28E	BEING UNR LEASE & 1ST AMNDT TO	C/O SOVERIGN CORP INC	4001 CENTURION WAY		I-1	16-33	INDUSTRIAL	
00-00-31-1685-0001-0000	0	0.48	8000		VIA DEL REY		LOT 1	SELVA VERDA SUB PB 4/49		204 ASH STREET			REC	Oct-33	RECREATION	
11-2N-28-0000-0002-0020	0	1.37	8000		BILL MELTON	RD	PT J PELOT GRANT PT OR 2/439	ANNEXATION ORDINANCE #96-26		204 ASH STREET			REC	Oct-33	RECREATION	Oct-32
07-2N-28-0000-0001-001L	0	0.93	8000		JAMESTOWN	RD	PT FRACL SEC 7-2N-28E & PT OF	B CHAIRS GRANT SEC 8-2N-28E	PAR 1-1L	C/O PEMBROKE PINES INVESTORS	4600 LINTON BLVD STE #100		I-1	16-33	INDUSTRIAL	
00-00-31-1681-000A-0000	0	0.23	8000	3999	1ST	AVE	TRACT A	SEAVIEW UNIT 2 PB 5/26		204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
00-00-31-1017-0016-0000	0	0.2	8000		LYNNDALE	RD	LOT 16	IN OR 435 PG 81	AMELIA ISLAND INDUSTRIAL PARK	204 ASH STREET			I-1	16-33	INDUSTRIAL	
06-2N-28-0000-0001-0000	514.23	502.57	8900	700	AIRPORT	RD	PT GOVT LOTS 1,2,3,4 OF	SEC 6-2N-28E & PT FRACL	SEC 7-2N-28E & PT B CHAIRS	204 ASH STREET			IA		INDUSTRIAL	
08-2N-28-0000-0001-0000	303.11	225.63	8900	2800	BILL MELTON	RD	PARCELS 1 & 2 OF SEC 8 LYING	E & N OF AMELIA ISL PKWY	(EX OR 265/82 & EX R/W'S & EX	204 ASH STREET			REC		RECREATION	
06-2N-28-0000-0001-L070	0	0.15	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR	LEASE PAR 1-L070	C/O CHRISTINE POSTON	204 ASH ST		IA		INDUSTRIAL	
06-2N-28-0000-0001-00L3	0	0.1	8900	602	AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E	{K/A PT OF BULK HANGAR B}	204 ASH ST			IA		INDUSTRIAL	
06-2N-28-0000-0001-009L	0	0.1	9000	622	AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR LEASE	DATED 2/21/1992 PAR 1-9L	C/O HEALAN & FOSTER PARTNESHIP	9 HARRISON CREEK		IA		INDUSTRIAL	
06-2N-28-0000-0001-00L1	0	0.45	8900	602	AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING FORMERLY	LEASED IN UNR LEASE DATED	204 ASH STREET			IA		INDUSTRIAL	
06-2N-28-0000-0001-L060	0	0.15	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR	LEASE PAR 1-L060	C/O CHRISTINE POSTON	204 ASH ST		IA		INDUSTRIAL	
06-2N-28-0000-0001-00L0	0	9.61	8900	650	AIRPORT	RD	PT GOVT LOTS 1 & 2 OF	SEC 6-2N-28E BEING UNR 9.6 AC	LEASE PAR 1-L0	204 ASH STREET			IA		INDUSTRIAL	
06-2N-28-0000-0001-L010	0	0.15	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR	LEASE PAR 1-L010	C/O CHRISTINE POSTON	204 ASH ST		IA		INDUSTRIAL	
06-2N-28-0000-0001-L090	0	0.17	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR	LEASE PAR 1-L090	C/O CHRISTINE POSTON	204 ASH ST		IA		INDUSTRIAL	
06-2N-28-0000-0001-L050	0	0.15	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR	LEASE PAR 1-L050	C/O CHRISTINE POSTON	204 ASH ST		IA		INDUSTRIAL	

<u>PIN_DSP</u>	<u>DeedAcre</u>	<u>GISCalculatedAcre</u>	<u>USECD</u>	<u>HOUSE_NO</u>	<u>STREET</u>	<u>ST_MD</u>	<u>LEGL1</u>	<u>LEGL2</u>	<u>LEGL3</u>	<u>ADDRESS_1</u>	<u>ADDRESS_2</u>	<u>ADDRESS_3</u>	<u>ZONING</u>	<u>ORDINANCE</u>	<u>LANDUSE</u>	<u>ORDINANCE_1</u>
00-00-31-1680-0028-0010	0	0.27	8000		SUWANNEE	AV	BLOCK 28 LOTS 1 2 3	PT OR 1003/789	SEAVIEW SUB PB 1/7	204 ASH STREET			CON		CONSERVATION	
06-2N-28-0000-0001-L020	0	0.15	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR	LEASE PAR 1-L020	C/O CHRISTINE POSTON	204 ASH ST		IA		INDUSTRIAL	
06-2N-28-0000-0001-015L	0	0.4	8900	565	AIRPORT	RD	PT N1/2 OF GOVT LOT 3 OF	SEC 6-2N-28E BEING UNR	17413.94 SF LEASE PAR 1-15L	204 ASH STREET			IA		INDUSTRIAL	
06-2N-28-0000-0001-L080	0	0.15	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR	LEASE PAR 1-L080	C/O CHRISTINE POSTON	204 ASH ST		IA		INDUSTRIAL	
06-2N-28-0000-0001-L040	0	0.15	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR	LEASE PAR 1-L040	C/O CHRISTINE POSTON	204 ASH ST		IA		INDUSTRIAL	
06-2N-28-0000-0001-L030	0	0.15	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E BEING UNR	LEASE PAR 1-L030	C/O CHRISTINE POSTON	204 ASH ST		IA		INDUSTRIAL	
06-2N-28-0000-0001-012L	0	0.32	9000		AIRPORT	RD	PT N1/2 OF GOVT LOT 3 OF	SEC 6-2N-28E BEING UNR	LEASE DATED 8-3-2010 PAR 1-12L	C/O SKYDIVE AMELIA ISLAND	551 AIRPORT ROAD		IA		RECREATION	
06-2N-28-0000-0001-012L	0	0.32	9000		AIRPORT	RD	PT N1/2 OF GOVT LOT 3 OF	SEC 6-2N-28E BEING UNR	LEASE DATED 8-3-2010 PAR 1-12L	C/O SKYDIVE AMELIA ISLAND	551 AIRPORT ROAD		REC		RECREATION	
06-2N-28-0000-0001-0000	514.23	11.66	8900	700	AIRPORT	RD	PT GOVT LOTS 1.2,3,4 OF	SEC 6-2N-28E & PT FRACL	SEC 7-2N-28E & PT B CHAIRS	204 ASH STREET			IA		INDUSTRIAL	
00-00-31-1680-0027-0070	0	0.16	8901		ALTOONA	AV	BLOCK 27 LOTS 7 & 8	PT OR 942/267	SEAVIEW SUB PB 1/7	204 ASH STREET			CON	Oct-33	CONSERVATION	Oct-32
00-00-31-1680-0021-0230	0	0.57	8000		MANATEE	AV	BLOCK 21 LOTS 23 THRU 32	PT OR 1003/789	SEAVIEW SUB PB 1/7	204 ASH STREET			CON		CONSERVATION	
06-2N-28-0000-0001-016L	0.36	0.36	8900		AIRPORT	RD	PT N1/2 OF GOVT LOT 1 OF	SEC 6-2N-28E IN UNR LEASE &	BEING CITY OF FNDA BCH RES #	204 ASH STREET			I-1	16-33	INDUSTRIAL	
06-2N-28-0000-0001-010L	0.36	0.36	8900	671	AIRPORT	RD	PT N1/2 OF GOVT LOT 1 OF	SEC 6-2N-28E IN UNR LEASE &	BEING CITY OF FNDA BCH RES #	204 ASH STREET			I-1	16-33	INDUSTRIAL	
00-00-31-1680-0027-0010	0	0.56	8901		MANATEE	AVE	BLOCK 27 LOTS 1-6 & 17 & 18	PT OR 942/267	SEAVIEW SUB PB 1/7	204 ASH STREET			CON	Oct-33	CONSERVATION	Oct-32
06-2N-28-0000-0001-006L	0	0.23	9000	3425	CITATION	CT	PT N1/2 OF GOVT LOT 1 OF	SEC 6-2N-28E BEING UNR LEASE	DATED 11/6/2004 PAR 1-6L	C/O CASTLE INTERNATIONAL CORP	PMB 353	4017 WASHINGTON RD	I-1	16-33	INDUSTRIAL	
06-2N-28-0000-0001-007L	0	2.91	8900	639	AIRPORT	RD	PT N1/2 OF GOVT LOTS 1 & 2 OF	SEC 6-2N-28E BEING UNR LEASE	DATED 11-21-2006 CITY RES #244	204 ASH STREET			I-1	16-33	INDUSTRIAL	
00-00-31-1680-0020-0170	0	0.93	8000		MANATEE	AV	BLOCK 20 LOTS 17 THRU 32	PT OR 1003/789	SEAVIEW SUB PB 1/7	204 ASH STREET			CON		CONSERVATION	
00-00-31-1680-0026-0010	0	1.74	8000		MANTANZAS	AV	BLOCK 26 LOTS 1 THRU 27	PT OR 1003/789	SEAVIEW SUB PB 1/7	204 ASH STREET			CON		CONSERVATION	
06-2N-28-0000-0001-011L	0	1.46	8900	3420	CITATION	CT	PT N1/2 OF GOVT LOT 2 OF	SEC 6-2N-28E PAR 1-11L (EX PT	IN OR 1772/280)	204 ASH STREET			I-1	16-33	INDUSTRIAL	
08-2N-28-0000-0001-0100	0.49	0.79	8000		S 14TH	ST	PT OF FRACL SEC 7-2N-28E & PT	OF BENJAMIN CHAIRS GRANT	SEC 8-2N-28E BEING ONLY PT	204 ASH STREET			REC		RECREATION	
00-00-31-1680-0029-0050	0	0.36	8901		MANTANZAS	AV	BLOCK 29 LOTS 5-7	PT OR 942/267	SEAVIEW SUB PB 1/7	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1680-0025-0070	0	0.57	8901		MANTANZAS	AV	BLOCK 25 LOTS 7-16	PT OR 942/267	SEAVIEW SUB PB 1/7	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-30-044B-0105-0010	8.65	3.83	8000		S 14TH	ST	E1/2 LOT 105,LOTS 106 & 107 &	ABND HIRTH RD PT OR 416/518	(EX OR 416/523 & EX R/W'S	204 ASH STREET			REC		RECREATION	
00-00-30-044A-0020-0000	5	5	8000		FERNANDINA	RD	3-2N-28 LOT 20	OCEAN BREEZE SUB PB 1/11		204 ASH STREET			REC		RECREATION	
00-00-30-044A-0007-0000	4.28	4.79	8000		S 14TH	ST	PT LOT 7 PT OR 416/518 (EX R/W'S OR 128/6 & OR 416/520) 28E			204 ASH STREET			REC		RECREATION	
00-00-30-044A-0021-0000	9.23	8.03	8000		SEMINOLE	AV	PT LOT 21 & PT OF ABND HIRTH	ROAD & ABND R/W IN OR 790/1658	OF OCEAN BREEZE SUB	204 ASH STREET			REC		RECREATION	
00-00-30-044A-0019-0000	5	5	8000		FERNANDINA	RD	3-2N-28 LOT 19	OCEAN BREEZE SUB PB 1/11		204 ASH STREET			REC		RECREATION	

<u>PIN_DSP</u>	<u>DeedAcre</u>	<u>GISCalculatedAcre</u>	<u>USECD</u>	<u>HOUSE_NO</u>	<u>STREET</u>	<u>ST_MD</u>	<u>LEGL1</u>	<u>LEGL2</u>	<u>LEGL3</u>	<u>ADDRESS_1</u>	<u>ADDRESS_2</u>	<u>ADDRESS_3</u>	<u>ZONING</u>	<u>ORDINANCE</u>	<u>LANDUSE</u>	<u>ORDINANCE_1</u>
00-00-30-044A-0008-0000	4.71	4.81	8000		S 14TH	ST	PT LOT 8 PT OR 416/518 (EX	R/W'S OR 128/6 & OR 416/520) 28E	OCEAN BREEZE SUB SEC 3-2N-	204 ASH STREET			REC		RECREATION	
00-00-31-110B-000B-0000	0	0.02	8000		BARRINGTON	DR	TRACT B (LIFT STATION)	BARRINGTON PB 7/115		204 ASH STREET			R-1	20-Apr	LOW DENSITY RESIDENTIAL	19-Apr
00-00-30-044A-0022-0000	6.67	6.72	8000	1650	SIMMONS	RD	3-2N-28 LOT 22 & PT OF ABDN	R/W IN OR 790/1658 RES# 97-80	EX N27.5 FT FOR R/W	204 ASH STREET			REC		RECREATION	
00-00-31-155R-000A-0000	0	0.03	8000	111	CORMORANT	CT	PARCEL A LIFT STATION	OCEAN RIDGE PB 5/103 & 104		204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1720-000A-0100	0	0.22	8000		1ST	AVE	PT OF TRACT A	OR 151 PG 406	SOUTH BEACH SUB	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1720-000A-0080	0	0.23	8000		1ST	AVE	PT OF TRACT A OR 146/140	(EX OR 148/80 & OR 2192/1179)	SOUTH BEACH SUB PBK 3/11	204 ASH STREET			R-3		HIGH DENSITY RESIDENTIAL	
00-00-31-087I-00LS-0000	0	0.05	8000		N/A		LIFT STATION	IN OR 1284/1508	ISLE DE MAI AT AMELIA PB 7/12	204 ASH STREET			R-1	11-Mar	LOW DENSITY RESIDENTIAL	11-Mar
00-00-30-021L-000D-0000	0	0.07	8900		ROBERT OLIVER	AV	TRACT D/DUNE WALKOVER	DEDICATED TO CITY OF FDNA BCH	EGANS LANDGING PB 5/387	204 ASH ST			R-2			
00-00-31-114B-0007-0010	0	0.15	8900	2569	1ST	AVE	BLOCK 7 LOT 1	IN OR 140 PG 305	ESMT IN OR 439/298	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
02-2N-28-0000-0001-0010	0.25	0.13	8000		X X		ALL OF SEC INSIDE CITY LIMITS	PT OR 740/666	ESMT IN OR 701/1055	204 ASH STREET			CON	Oct-33	MEDIUM DENSITY RESIDENTIAL	
01-2N-28-0000-0002-0000	2.28	2.92	8000		SIMMON	RD	PT OR 740/666			204 ASH STREET			CON	Oct-33	MEDIUM DENSITY RESIDENTIAL	
00-00-31-167C-00RW-0000	0	1.72	9400		SAFE HARBOR	LN	RIGHT-OF-WAY	IN OR 1311/764	SCHOONER LANDING PB 6/246	204 ASH ST			R-1	00-04	LOW DENSITY RESIDENTIAL	00-03
00-00-31-143B-0029-0010	0	0.06	8000	23	INVERNESS	RD	PT OF LOT 29 (S-1)	IN OR 683/1215 & OR 683/1213	(SUBSTATION)	204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
00-00-31-1360-0064-0000	0	0.36	8900	2800	JOHN ROBAS	ST	LOTS 64 66	IN OR 278 PG 174	HAMBYS SUB PB 2/32	204 ASH STREET			C-1		GENERAL COMMERCIAL	
00-00-31-1360-0001-0000	0	1.76	8900	2002	FLETCHER	AVE	LOTS 1 3 5 7 9 & 11	EX S-1 OF LOT 1	IN OR 825/17 & OR 825/20	204 ASH STREET			REC	99-47	RECREATION	99-46
00-00-30-0600-0002-0030	0	2.75	8000		SADLER	RD	BLOCK 2 LOTS 3 4 & 5	IN OR 1201/284	SADLER ESTATES PB 2/68	204 ASH STREET			CON		CONSERVATION	9-Sep
29-3N-28-0000-0005-0000	2.5	2.67	8900	2203	RYAN	RD	PT OF GOVT LOT 6	IN OR 1125/790	OUTSIDE CITY LIMITS	204 ASH STREET			PI-1	30-Oct	PUBLIC & INSTITUTIONAL	10-29
00-00-30-0600-0001-0101	0	0.28	8000		SADLER	RD	BLOCK 1 E30 OF LOT 10	IN OR 633 PG 1124	SADLER ESTATES PB 2/68	204 ASH STREET			C-1		GENERAL COMMERCIAL	
00-00-30-0600-0001-0140	0	1.79	8000		SADLER	RD	BLOCK 1 LOTS 14 & 15	PT OR 880/782	SADLER ESTATES PB 2/68	204 ASH STREET			CON	23-Jul	CONSERVATION	23-Jul
00-00-30-0600-0001-0140	0	1.79	8000		SADLER	RD	BLOCK 1 LOTS 14 & 15	PT OR 880/782	SADLER ESTATES PB 2/68	204 ASH STREET			CON	23-Jul	CONSERVATION	23-Jul
00-00-31-1460-0034-0010	0	0.05	8000		FLETCHER	AVE	S 10 FT OF LOT 34 OR179/169	MIRAMAR BEACH PB 2/61		204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
20-3N-29-0000-0014-0260	9.07	9.27	8000		1ST	AV	PT OF GOVT LOTS 1 & 2	IN OR 1041/615		204 ASH STREET			CON	Oct-33	CONSERVATION	
29-3N-28-0000-0003-0120	0	0.03	8000	1949	CITRONA	DR	PAR 3-12	IN OR 726/128		204 ASH STREET			MU-1	92-11	MIXED USE	
29-3N-28-0000-0001-0030	0.47	0.62	8000		OFF DRURY	RD	PT FRAC SEC 29 LYING N OF	PB 2/68 PAR 1-3 PT OR 964/1002		204 ASH STREET			CON	23-Jul	CONSERVATION	
29-3N-28-0000-0001-0030	0.47	0.62	8000		OFF DRURY	RD	PT FRAC SEC 29 LYING N OF	PB 2/68 PAR 1-3 PT OR 964/1002		204 ASH STREET			CON	23-Jul	CONSERVATION	23-Jul
00-00-30-0800-0038-0020	0	0.07	8000		S 14TH	ST	PT OF LOT 38 & ABDN ALLEY	IN OR 542/794 ESMT OR 542/797	SUB OF SEC 30 PB 1/5	204 ASH STREET			C-2	21-Jul	GENERAL COMMERCIAL	

<u>PIN_DSP</u>	<u>DeedAcre</u>	<u>GISCalculatedAcre</u>	<u>USECD</u>	<u>HOUSE_NO</u>	<u>STREET</u>	<u>ST_MD</u>	<u>LEGL1</u>	<u>LEGL2</u>	<u>LEGL3</u>	<u>ADDRESS_1</u>	<u>ADDRESS_2</u>	<u>ADDRESS_3</u>	<u>ZONING</u>	<u>ORDINANCE</u>	<u>LANDUSE</u>	<u>ORDINANCE_1</u>
20-3N-29-0000-0014-0140	4.63	4.63	8000		OFF SADLER	RD	PT OF GOVT LOT 1	IN OR 964/1004		204 ASH STREET			CON		CONSERVATION	
20-3N-29-0000-0036-0010	21.58	21.65	8000	2201	SADLER	RD				204 ASH STREET			CON		CONSERVATION	
20-3N-29-0000-0014-0030	4.31	4.87	8901		1ST	AV	PT OF GOVT LOTS 1 & 2	IN OR 1041/623		204 ASH STREET			CON	Oct-33	CONSERVATION	Oct-32
20-3N-29-0000-0015-0000	0	0.22	8900	2884	CLEVELAND	AVE	IN DB 130 PG 315 CO REC			204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
00-00-31-1460-0072-0000	2.84	2.98	8000		FLETCHER	AVE	LOT 72	PT OR 1168/100	EX R/W OR 495/932	204 ASH ST			CON	Oct-33	CONSERVATION	Oct-32
00-00-31-1460-0073-0000	3.64	3.51	8000		FLETCHER	AVE	LOT 73	PT OR 1168/100	EX R/W OR 495/932	204 ASH ST			CON		CONSERVATION	
29-3N-28-0000-0001-0020	18.96	19.25	8000		SADLER	RD	PT OR 964/1002	ANNEXED INTO CITY PER CITY	ORDINANCE #2007-04	204 ASH STREET			CON	23-Jul	CONSERVATION	
29-3N-28-0000-0001-0020	18.96	19.25	8000		SADLER	RD	PT OR 964/1002	ANNEXED INTO CITY PER CITY	ORDINANCE #2007-04	204 ASH STREET			CON	23-Jul	CONSERVATION	23-Jul
20-3N-29-0000-0014-ORW0	0	1.56	8000		OFF S FLETCHER	AV	PT GOVT LOT 1 OF SEC 20-3N 29E	IN OR 168/484 BEING 60FT	STRIP #2 & 40FT STRIP #3	204 ASH STREET			ROW		ROW	
20-3N-29-0000-0036-0000	32.58	32.36	8000		RACHEAL	AV	PT OR 880/782	MARSH LAND		204 ASH STREET			CON		CONSERVATION	
20-3N-29-0000-0014-0020	10.79	10.52	8000		1ST	AV	IN OR 1019/1901			204 ASH STREET			CON		CONSERVATION	
00-00-30-0800-0006-0070	0	0.1	8901	1680	8TH	ST	PT OF LOT 6 IN OR 602/1014 &	ESMT IN OR 602/1016	SUB OF SEC 30-3N-28E PBK 1/5	204 ASH STREET			C-2	97-29	GENERAL COMMERCIAL	
00-00-31-102F-000A-0000	0	0.04	8900	35	NEIGHBOR	ST	TRACT A (LIFT STATION)	AMELIA PARK COASTAL DISTRICT	BLOCK 5 SUB PB 8/62	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
19-3N-29-0000-0001-0000	31.09	31.01	8000		JEAN LAFITTE	BLVD	PT SEC'S 19 & 20-3N-29E & PT	OF D FERNANDEZ GRANT	SEC 27-3N-29E IN OR 939/793	204 ASH STREET			CON		CONSERVATION	
19-3N-29-0000-0002-0000	9.05	10.66	8000		OFF JASMINE	ST	PT OF SEC 19	PT OR 880/782	PARCELS 2 & 2-2	204 ASH STREET			CON		CONSERVATION	
00-00-31-1676-000E-0000	0.09	0.09	9100	0	RECORD		TRACT E	SEA GROVE S/D PBK 6/152	{K/A LIFT STATION AREA}	204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
17-3N-29-0000-0001-0050	28.51	13.57	8000	2400	JASMINE	ST	PT OF SEC 17 PARCEL 1-5 & 100' STRIP WEST OF DRAINAGE	PT OF SEC 19 PARCEL 2-3	IN OR 880/764	204 ASH STREET			CON		CONSERVATION	
17-3N-29-0000-0001-0080	5	3.75	8000		JASMINE	ST		CANAL PT OR 880/782	PARCEL 1-8 SEC 17 & PAR 2-2 OF	204 ASH STREET			CON		CONSERVATION	
17-3N-29-0000-0001-0040	5.51	5.51	8000		JASMINE	ST	PT OR 880/786	PT OF SECS 17 & 19	MARSH LAND	204 ASH STREET			CON		CONSERVATION	
17-3N-29-0000-0001-0030	5.5	5.69	8000		JASMINE	ST	IN OR 922/661	TRACT #3 PT OF SECS 17 & 19	MARSH LAND	204 ASH STREET			CON		CONSERVATION	
00-00-31-1600-0158-0020	3.03	3.09	8900	1525	LIME	ST	PT OF LOTS 158,159,170 & 171	IN OR 946/1966 (EX U/R LEASE	IN RES 2013-40 K/A PAR 158-2L)	204 ASH STREET			MU-1		MIXED USE	
00-00-31-1600-0158-002L	0.01	0.1	8900	1515	LIME	ST	PT OF LOT 158	OUTLOTS SUB UNR		204 ASH STREET			MU-1		MIXED USE	
00-00-31-1800-0234-0061	0	0.2	9100	11	13TH	ST	BLK 234 S .86 FT OF E 100	FT OF LOT 6 OR 157 PG 634	CITY OF FDNA BEACH	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1800-0180-0040	0	0.15	8000	1198	8TH	ST	BLOCK 180 LOT 4	EX RW IN OR 119 PG 98	CITY OF FDNA BEACH	204 ASH STREET			MU-8		8TH ST MIXED USE	16-14
00-00-31-1800-0302-0000	0	1.34	8901	1129	S 8TH	ST	BLOCK 302 ALL OF	(LESS LOTS 1 & 8 N 10 FT	OF 2 & 7 & RR ROW	204 ASH STREET			MU-8		8TH ST MIXED USE	16-14
00-00-31-147L-000A-0000	0	0.03	8000	2057	JASMINE	ST	TRACT A IN OR 789/1148	LIFT STATION	NATURES WALK PB 5/202	204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
18-3N-29-0000-0001-0090	11.42	11.39	8000	2555	JASMINE	ST	PT OF DAMNIGO FERNANDEZ GRANT	IN OR 917/272 & OR 917/269	(EX DOT WET LAND ESMT IN	204 ASH STREET			CON		CONSERVATION	

<u>PIN_DSP</u>	<u>DeedAcre</u>	<u>GISCalculatedAcre</u>	<u>USECD</u>	<u>HOUSE_NO</u>	<u>STREET</u>	<u>ST_MD</u>	<u>LEGL1</u>	<u>LEGL2</u>	<u>LEGL3</u>	<u>ADDRESS_1</u>	<u>ADDRESS_2</u>	<u>ADDRESS_3</u>	<u>ZONING</u>	<u>ORDINANCE</u>	<u>LANDUSE</u>	<u>ORDINANCE_1</u>
17-3N-29-0000-0001-0070	2.35	3.28	8000		JASMINE	ST	PT FRAC SEC 17 PT OR 922/658	PAR 1-7 (EX DOT ESMT PT	OR 1583/276)	204 ASH STREET			CON		CONSERVATION	
17-3N-29-0000-0001-0060	3.85	2.94	8000		JASMINE	ST	PT FRAC SEC 17 PT OR 922/658	PAR 1-6 (EX DOT ESMT PT	OR 1583/276)	204 ASH STREET			CON		CONSERVATION	
18-3N-29-0000-0001-0000	2.54	2.54	8000		JASMINE		PT OF DAMNIGO FERNANDEZ GRANT	SEC 19-3N-29E IN OR 1460/113	(EX CNSVTN ESMT IN	204 ASH STREET			CON	Oct-33	CONSERVATION	
18-3N-29-0000-0003-0000	0	0.06	8900	700	FLETCHER	AVE	PT OF DAMNIGO FERNANDEZ GRANT	SEC 19-3N-29E IN DBK 232/163		204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
18-3N-29-0000-0004-0000	0	1	8900	901	JEAN LAFFITE	BLVD	PT OR 2243/1295			204 ASH ST			CON		CONSERVATION	
00-00-31-1800-0167-0170	0	0.22	8901		S 9TH & JASMINE	ST	BLOCK 167 LOTS 17 TO 20	IN OR 1009/1193	CITY OF FDNA BEACH	204 ASH STREET			MU-8		8TH ST MIXED USE	16-14
00-00-31-1800-0177-0000	18.38	19.96	8900	1007	S 5TH	ST	BLOCKS 177 178 179 ALL OF IN OR 81 PG 11 & UNPLATED		BLOCKS 164 165 175 & 176	204 ASH STREET			I-1	98-37	INDUSTRIAL	
17-3N-29-0000-0001-0020	29.13	29.15	8000		JASMINE	ST	IN OR 922/665	TRACT #2 PT OF SECS 15 16 & 17	MARSH LAND	204 ASH STREET			CON		CONSERVATION	
00-00-31-1800-0169-0010	0	0.23	8900		INDIGO	ST	BLOCK 169 LOTS 1 2 31 & 32	PT OR 2243/1295	CITY OF FDNA BEACH	204 ASH ST			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1180-0018-0030	0.36	0.36	8900		GUM	ST	PT LOT 18 IN OR 2185/1437 CITRONA S/D OF		SEC 28-3N-28E UNR ESMT OR 643/1197 & OR	204 ASH STREET			R-1		CONSERVATION	
17-3N-29-0000-0001-0010	23.64	23.61	8000		JASMINE	ST	PT OR 922/658	TRACT #1 PT OF SECS 14 15 & 16	668/1679	204 ASH STREET			CON		CONSERVATION	
00-00-31-1180-0018-0040	0.13	0.14	8900		GUM	ST	PT LOT 18 IN OR 2185/1446 CITRONA S/D OF		SEC 28-3N-28E UNR	204 ASH STREET			R-1		CONSERVATION	
00-00-31-1800-0159-0130	0	0.06	8000		S 8TH	ST	BLOCK 159 LOT 13	CITY OF FDNA BEACH		204 ASH STREET			MU-8		8TH ST MIXED USE	16-14
00-00-31-1800-0161-0130	0	0.23	8901		S 6TH & INDIGO	ST	BLOCK 161 LOTS 13 TO 16	INC	PT OF OR 230 PG 619	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1840-0000-0010	0.2	0.2	8900		GUM	ST	PT OF MILL SITE TRACT OF	RAYONIER INC S/D IN	OR 2169/1151 PBK 2-47	204 ASH ST			I-2	16-33	INDUSTRIAL	
00-00-31-1180-0017-0050	0.56	0.56	8900		GUM	ST	PT LOT 17 IN OR 2185/1437 CITRONA S/D OF		SEC 28-3N-28E UNR	204 ASH STREET			R-1		CONSERVATION	
00-00-31-1180-0017-0060	3.63	3.65	8900		GUM	ST	PT LOT 17 IN OR 2185/1446 CITRONA S/D OF		SEC 28-3N-28E UNR	204 ASH STREET			R-1		CONSERVATION	
00-00-31-1800-0145-0010	0	1.83	8900	530	S 10TH	ST	BLOCK 145 LOTS 1 TO 8 INC	PT OR 566/931	CITY OF FDNA BEACH	204 ASH STREET			PI-1		PUBLIC & INSTITUTIONAL	
00-00-31-1679-000C-0000	0	0.08	8900	483	CROSSWIND	DR	TRACTS C & D	SEASIDE PB 6/161		204 ASH STREET			R1		LOW DENISTY RESIDENTAIL	
00-00-31-1800-0241-0170	0	0.92	8600	1310	ELM	ST	BLOCK 241 LOTS 17 THRU 32 IN OR 399 PGS 148 & 149		CITY OF FDNA BEACH	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1800-0231-03B0	4.23	4.81	8900	1200	ELM	ST	BLK 231 PT TRACTS B & C OF LOT 3, LOTS 4,5 & ABANDONED		R/W LYING E THEREOF & LOTS 6,7	204 ASH STREET			REC		RECREATION	
00-00-31-1800-0215-07C0	0	0.02	8000		12TH	ST	BLK 215 S 8FT OF N16FT OF	TRACT C OF LOT 7	CITY OF FDNA BEACH S/D OF	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1800-0144-0010	0	1.83	8900	516	S 10TH	ST	BLOCK 144 LOTS 1 TO 8 INC	PT OR 566/931	CITY OF FDNA BEACH	204 ASH STREET			PI-1		PUBLIC & INSTITUTIONAL	
14-3N-29-0000-0007-0000	3.81	3.95	8000		OFF BEECH	ST	PT OR 919/1243			204 ASH STREET			CON		CONSERVATION	
15-3N-29-0000-0001-0010	33.19	32.45	8000		OFF BEECH	ST	PT OR 919/1243			204 ASH STREET			CON		CONSERVATION	
00-00-31-1631-000A-0000	0	0.03	8000		SEA WOODS	DR	TRACT A	PELICAN POINTE REPLAT PB 5/225		204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	

<u>PIN_DSP</u>	<u>DeedAcre</u>	<u>GISCalculatedAcre</u>	<u>USECD</u>	<u>HOUSE_NO</u>	<u>STREET</u>	<u>ST_MD</u>	<u>LEGL1</u>	<u>LEGL2</u>	<u>LEGL3</u>	<u>ADDRESS_1</u>	<u>ADDRESS_2</u>	<u>ADDRESS_3</u>	<u>ZONING</u>	<u>ORDINANCE</u>	<u>LANDUSE</u>	<u>ORDINANCE_1</u>
00-00-31-178B-0013-0000	0	0.92	8000		BELVEDERE	AV	LOTS 13 14 15 16	IN OR 790/1654	WINDSOR PLACE 2 PB 3/18	204 ASH STREET			CON	Oct-33	CONSERVATION	Oct-32
00-00-31-1800-0242-0090	0	0.89	8900	225	14TH	ST	BLOCK 242 LOT 9 &	W1/2 OF SUB G & H OF LOT 10	IN OR 722 PG 793	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
14-3N-29-0000-0002-00SL	0	0.03	8900	2500	ATLANTIC	AV	IMPROVEMENTS ONLY	PT FRAC SEC 14 PAR 2-SL		204 ASH STREET			REC		RECREATION	
14-3N-29-0000-0002-0000	6.48	6.61	8900	2500	ATLANTIC	AV	IN DB 222 PG 351	(EX 2-1 & 2-SL)		204 ASH STREET			REC		RECREATION	
11-3N-29-0000-0004-0000	19.37	18.92	8000	2480	ATLANTIC	AV	THAT PT OF SECS 11 14 & 15	LYING SO OF ATLANTIC AVE	& N OF N LINE OF BEECH ST	204 ASH STREET			CON		CONSERVATION	
17-3N-28-0000-0002-0010	0	0.61	8000	500	FRONT	ST	PT D FERNANDEZ GRANT	SEC 23-3N-28E & PT OF FRACL	SEC 17-3N-28E IN OR 146/111 &	204 ASH STREET			I-2	16-33	INDUSTRIAL	
14-3N-29-0000-0001-0010	0.06	0.06	8900	2599	ATLANTIC	AV	PT OF SEC 14-3N-29E	LYING N OF CENTER ST	BEING LIFT STATION 9	204 ASH ST			REC		RECREATION	
12-3N-29-0000-0003-001L	0	0.3	9000	6	FLETCHER	AVE	PUTT PUTT COURSE	PT OF DB 151 PG 51		204 ASH STREET			REC		RECREATION	
12-3N-29-0000-0003-0000	0	5.26	8900	32	N FLETCHER	AV	DB 151/51	(LESS BEACH CASINO TRACT)	EX PARCELS 3-1 & 3-2	204 ASH STR			REC		RECREATION	
00-00-31-1100-000E-0010	0	1.72	8900	25	TARPON	ST	BLOCK E LOTS 1 TO 13 INC	BLOCK F LOTS 4 TO 15 (EX S-1)	W PORT BEACH CASINO TRACT	204 ASH STREET			REC		RECREATION	
00-00-31-1800-0217-00CP	19.4	19.49	8900	1200	ATLANTIC	AV	CENTRAL PARK BEING ONLY PT	LYING SO OF ATLANTIC BLVD	CITY OF FDNA BEACH S/D OF	204 ASH STREET			REC	15-Feb	RECREATION	
00-00-31-1600-0135-0000	3	3.34	8900	2201	ATLANTIC	AV	LOTS 135 & FRAC LOT 141	(LESS ROW)	OUT LOTS S/D OF SEC 11-3N-29E	204 ASH STREET			REC	Feb-31	RECREATION	
12-3N-29-0000-0003-003L	0	0.01	8000	14	N FLETCHER	AV				204 ASH STREET			REC		RECREATION	
00-00-31-1760-0031-0020	0	3.65	8900		S FRONT	ST	LOTS 32,33 & PT LOTS 31 & 34	IN OR 772/1200	FNDA BCH WATER LOTS SUB	204 ASH STREET			IW		INDUSTRIAL WATERFRONT	
00-00-31-1100-000B-0010	0	1.49	8001		TARPON & TROUT	ST	BLOCK B LOTS 1 TO 13 INC	BLOCK B LOTS 18 TO 30 INC	W PORT BEACH CASINO TRACT	204 ASH STREET			REC		RECREATION	
00-00-31-1100-000F-001L	0	0.22	8000		TARPON	ST	BLOCK F LOTS 1 2 &	S-1 OF LOTS 3 4 & 11	UNR LEASE DATED 12/31/2007	204 ASH STREET			REC		RECREATION	
00-00-31-1800-0270-0010	0	0.5	8900	204	ASH	ST	BLOCK 270 LOTS 1 32 33 34	BLOCK 270 LOTS 2 N 10 FT	OF 3 LOTS 29 30 31	204 ASH STREET			C-3		CENTRAL BUSINESS DISTRICT	
00-00-31-1100-000B-0140	0	0.11	8000	103	N FLETCHER	AV	BLOCK B LOTS 14 & 15	IN OR 851/559 & OR 851/560	W PORT BEACH CASINO TRACT	204 ASH STREET			REC		RECREATION	
00-00-31-1800-0271-0010	0	0.6	8900		S 2ND	ST	BLOCK 271 LOTS PT OF 1	TO 6 INC 28 TO 34 INC	OR 107 PG 717	204 ASH STREET			C-3		CENTRAL BUSINESS DISTRICT	
00-00-31-1100-000B-0160	0	0.11	8000	136	TARPON	AV	BLOCK B LOTS 16 & 17	IN OR 851/558	W PORT BEACH CASINO TRACT	204 ASH STREET			REC		RECREATION	
00-00-31-1800-0271-0011	0	0.18	8900		S 2ND	ST	BLOCK 271 PT OF LOTS 1 THRU 8	IN OR 694 PG 1096	CITY OF FDNA BEACH	204 ASH STREET			C-3		CENTRAL BUSINESS DISTRICT	
00-00-31-1760-0029-0010	0	2.56	8900		S FRONT	ST	LOTS 29,30 & 31 (EX PT IN	OR 772/1200 & EX LEASE	PARCEL 25-3L)	204 ASH STREET			IW		INDUSTRIAL WATERFRONT	
00-00-31-1100-000C-0010	0	0.36	8000		TARPON & DOPHIN	ST	BLOCK C LOT 1	W PORT BEACH CASINO TRACT	PB2/74	204 ASH STREET			REC		RECREATION	
00-00-31-1760-0025-003L	0	0.03	9000	10	ASH	ST	PT OF LOTS 28 & 29 ""25-3L""	UNR LEASE DATED 5-6-2008	{ATL SEAFOOD-LESSEE}	C/O ATLANTIC SEAFOOD	204 ASH STREET		IW		INDUSTRIAL WATERFRONT	
00-00-31-1800-0013-0220	0	0.23	8001		S 4TH	ST	BLOCK 13 LOTS 22 THRU 25	IN OR 1213/1733	CITY OF FDNA BEACH	204 ASH STREET			C-3		CENTRAL BUSINESS DISTRICT	
00-00-31-1760-0025-0000	0	3.29	8900	9	S FRONT	ST	PT LOTS 25,26,27 & 28 IN	OR 476/585 (EX LEASE PARCELS	25-1L,25-2L,25-3L,25-5L & EX	204 ASH STREET			IW		INDUSTRIAL WATERFRONT	

<u>PIN_DSP</u>	<u>DeedAcre</u>	<u>GISCalculatedAcre</u>	<u>USECD</u>	<u>HOUSE_NO</u>	<u>STREET</u>	<u>ST_MD</u>	<u>LEGL1</u>	<u>LEGL2</u>	<u>LEGL3</u>	<u>ADDRESS_1</u>	<u>ADDRESS_2</u>	<u>ADDRESS_3</u>	<u>ZONING</u>	<u>ORDINANCE</u>	<u>LANDUSE</u>	<u>ORDINANCE_1</u>
00-00-31-1800-0217-0WWL	0	1.28	9100	20	N 11TH	ST	PT OF CENTRAL PARK	WATER WORKS LEASED PROPERTIES	IMPROVEMENTS ONLY	204 ASH STREET			PI-1		PUBLIC & INSTITUTIONAL	
00-00-31-1800-0268-0010	0	0.3	8900	102	CENTRE	ST	BLOCK 268 LOTS 1 THRU 5	CITY OF FDNA BEACH		204 ASH STREET			C-3		CENTRAL BUSINESS DISTRICT	
00-00-31-1760-0025-002L	0	0.01	8900	3	FRONT	ST	PT OF LOT 25 ""25-2L""	UNR LEASE	FNDA BCH WATER LOTS SUB {BRETT'S WATERWAY CAFE-LESSEE}	204 ASH ST			IW		INDUSTRIAL WATERFRONT	
00-00-31-1760-0025-001L	0	0.17	9000	1	FRONT	ST	PT OF LOT 25 ""25-1L""	UNR LEASE DATED 1-1-1997		C/O CENTRE ST RESTAURANT GROUP	204 ASH STREET		IW		INDUSTRIAL WATERFRONT	
00-00-31-1760-0025-005L	0	0.02	9000	9	FRONT	ST	PT OF SUBMERGED LANDS OF GOVT	LOT 2 SEC 17-3N-28E ""25-5L""	UNR LEASE DATED 1-15-2010	C/O WESTREC MARINA MGMT INC	16633 VENTURA BV	6TH FLOOR	IW		INDUSTRIAL WATERFRONT	
00-00-31-1760-0025-004L	0	0.01	9000	1	N FRONT	ST	PT OF LOT 1 ""25-4L""	UNR LEASE DATED 11-6-2007	{AMELIA RIVER EXCURSIONS-LESE}	C/O FDNA CHARTER BOAT ASSOC.	204 ASH STREET		IW		INDUSTRIAL WATERFRONT	
00-00-31-1760-0001-0010	0	0.72	8900	1	FRONT	ST	PT OF LOT 1 IN OR 476/585	(EX LEASE PARCEL ""25-4L"")	FNDA BCH WATER LOTS SUB UNR	204 ASH STREET			IW		INDUSTRIAL WATERFRONT	
00-00-31-1800-0014-0040	0	1.05	8900	25	4TH	ST	BLOCK 14 LOTS 4 THUR 9 &	13 THRU 23 IN OR 258 PG 586 &	OR 311 PG 219 &	204 ASH STREET			C-3		CENTRAL BUSINESS DISTRICT	
00-00-31-1800-0217-00WW	1.82	1.45	8000		N 11TH	ST	PT OF CENTRAL PARK	WATER WORKS FRANCHISE TO FPU	ORDINANCE #96-5 & #269 & #234	204 ASH STREET			PI-1		PUBLIC & INSTITUTIONAL	
00-00-31-1800-0014-0100	0	0.17	8900	32	3RD	ST	BLK 14 LOTS 10 11 & 12	OR 197 PG 381 & OR 172 PG 80	CITY OF FDNA BCH	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1800-0010-0090	0	0.36	8900		N 2ND	ST	BLOCK 10 LOTS 9 THRU 14	IN OR 720 PG 1143	CITY OF FDNA BEACH	204 ASH STREET			C-2	622	GENERAL COMMERCIAL	
00-00-31-1800-0001-0170	0	0.03	8900	50	ALACHUA	ST	BLOCK 1 LOT 17	EX S-1	CITY OF FDNA BEACH	204 ASH STREET			C-2	622	GENERAL COMMERCIAL	
00-00-31-1760-0002-0000	0	0.71	8900	101	FRONT	ST	PT OF LOTS 2 & 3 IN	OR 2031/1966	FDNA BCH WATER LOTS SUB UNR	204 ASH STREET			IW		INDUSTRIAL WATERFRONT	
11-3N-29-0000-0005-0000	2.36	2.38	8900	215.5	LIGHTHOUSE	CR	FRACTION	IN OR 981/1352	(EX OR 53 PG 449)	STATE OF FLORIDA	204 ASH STREET		R-1		LOW DENSITY RESIDENTIAL	
00-00-31-1800-0009-0080	0	0.43	8001		N 2ND & BROOME	ST	BLOCK 9 LOTS 8 THRU 14	IN OR 818/1329	CITY OF FDNA BEACH	204 ASH STREET			C-2		GENERAL COMMERCIAL	
00-00-31-134B-0201-0000	0	0.17	8001		N FLETCHER	AV	LOT 201	IN OR 772/590	GA FDNA BEACH #2 UNR	204 ASH ST			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1800-0062-0081	0	0.11	8900	613	CALHOUN	ST	BLOCK 62 LOT E1/2 OF 8	CITY OF FDNA BEACH		204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1800-0067-0010	0	0.69	8000		CALHOUN	ST	BLOCK 67 LOTS 1 2 3	CITY OF FDNA BEACH	PT OF OR 230 PG 619	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1800-0077-0050	0	0.45	8000		N 10TH	ST	BLOCK 77 LOTS 5 6	IN OR 757 PG 1417	CITY OF FDNA BEACH	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1800-0062-0030	0	0.9	8000		N 6TH	ST	BLOCK 62 LOTS 3 5 6 7	CITY OF FDNA BEACH	PT OF OR 230 PG 619	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-128A-0010-0000	0	0.41	8001	3	ILAN	CIR	LOT 10 OR 193/616	FOREST HILLS # 1 PB 2/76		204 ASH ST			R-1		LOW DENSITY RESIDENTIAL	
00-00-31-128A-OPRK-0000	0	0.14	8900		ILAN	CR	PARK	FOREST HILLS #1 PB 2/76		204 ASH ST			R-1		LOW DENSITY RESIDENTIAL	
00-00-31-1800-0061-0010	0	1.61	8000		DADE	ST	BLOCK 61 LOTS 1 TO 13 INC	16 PT OF OR 230 PG 619	CITY OF FDNA BEACH	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	

<u>PIN_DSP</u>	<u>DeedAcre</u>	<u>GISCalculatedAcre</u>	<u>USECD</u>	<u>HOUSE_NO</u>	<u>STREET</u>	<u>ST_MD</u>	<u>LEGL1</u>	<u>LEGL2</u>	<u>LEGL3</u>	<u>ADDRESS_1</u>	<u>ADDRESS_2</u>	<u>ADDRESS_3</u>	<u>ZONING</u>	<u>ORDINANCE</u>	<u>LANDUSE</u>	<u>ORDINANCE_1</u>
00-00-31-134B-0266-0000	0	0.17	8900	824	TARPON	AVE	LOT 266	IN OR 190 PG 380	A T & T SOUTHERN BELL ESMT IN	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
17-3N-28-0000-0002-0000	405	408.44	8000		FRONT	ST	PT FRAC SEC'S 16 & 17-3N-28E	BEING SUBMERGED LANDS OF THE AMELIA RIVER IN	ORD #2007-05	204 ASH STREET			IW		INDUSTRIAL WATERFRONT	
00-00-31-134B-0178-0000	0	0.17	8001		N FLETCHER	AV	LOT 178	IN OR 672/1640	GA FDNA BEACH #2 UNR	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-1600-0087-0000	3	2.84	8001		SUNRISE	DR	PT LOTS 87,98,99 & 118 BEING	ONLY PT LYING S & E OF	PBK 4/61 & N OF OR 397/435	204 ASH STREET			REC	Feb-29	RECREATION	28-Feb
00-00-31-134A-0058-0000	0	0.41	8000		OCEAN	AV	LOTS 58 & 59 (SUBMERGED)	IN OR 507 PG 903	GA FDNA BEACH SUB PB 2/35	204 ASH STREET			CON	14-19	CONSERVATION	
00-00-31-134B-0172-0000	0	0.11	8000	934	FLETCHER	AVE	LOT 173 & PT OF LOT 172 OF	GEORGIA'S FDNA BCH #2 UNR &	PT OF GOVT LOT 20 OF	204 ASH ST			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-126B-000B-0000	0	0.14	8000		N FLETCHER	AV	LOT ""B"" (A/K/A PT LOT 19 OF	AMELIA ISLAND LIGHTHOUSE	RESERVATION PBO/40) OR 927/854	204 ASH STREET			R-2		MEDIUM DENSITY RESIDENTIAL	
00-00-31-126A-0025-0000	0	0.28	8000		N FLETCHER	AV	LOT 25 & PT LOT 24 OF	FERREIRAS R/P OF FDNA BCH S/D OF	PBK 2/34 & PT LOTS 10 & 12	204 ASH STREET			REC		RECREATION	
00-00-31-126A-0014-0000	0.02	0.02	8000	1230	N FLETCHER	AV	PT OF LOTS 14 & 15 IN	OR 728/73 BEING TRACT ""D""	FERREIRA R/P OF FDNA BCH	204 ASH STREET			REC		RECREATION	
00-00-31-126A-0018-0010	0.02	0.02	8000	1	LIFEGUARD CHAIR		PT OF LOTS 18 & 19 IN	OR 728/73 BEING TRACT ""C""	FERREIRA R/P OF FDNA BCH	204 ASH STREET			REC		RECREATION	
00-00-31-126A-0020-0000	0	0.27	8000	1230	N FLETCHER	AV	LOT 20 & PT LOT 21 OF	FERREIRAS R/P OF FDNA BCH S/D	PBK 2/34 & PT LOTS 9 & 11 OF	204 ASH STREET			REC		RECREATION	
09-3N-29-0000-0013-0000	0.13	0.13	8000	1230	N FLETCHER	AV	PT LOT 60 IN OR 728/73 BEING	TRACT ""A""	OCEAN VIEW S/D PBK 3/4	204 ASH STREET			REC		RECREATION	
00-00-31-1800-0225-0400	4.26	4.15	7600		N 14TH	ST	BOSQUE BELLO #3 PBK 7/325	{CEMETERY}		204 ASH STREET			REC		RECREATION	
00-00-31-1800-0250-0010	3.95	3.95	7600	1321	14TH	ST	BOSQUE BELLO #2 PBK 5/33	{CEMETERY}		204 ASH STREET			REC		RECREATION	
00-00-31-1800-0224-0010	1.8	1.79	7600		14TH	ST	BOSQUE BELLO CEMETERY PBK 3/8	{CEMETERY}		204 ASH STREET			REC		RECREATION	
00-00-31-1800-0224-0000	1.41	2.22	7600	1320	14TH	ST	BLK 224 LOTS 3,4 & 5 (EX PT IN	PBK 2/80)	CITY OF FDNA BEACH S/D OF	204 ASH STREET			REC		RECREATION	
00-00-31-1600-0019-0010	0	0.12	8000	1415	HIGHLAND	DR	BLK 253 PT LOT 7 & PT OF	UNDEVELOPED 15TH ST OF	CITY OF FDNA BEACH S/D UNR &	204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
00-00-31-1800-0224-0020	3.5	4.53	7600	1320	14TH	ST	BOSQUE BELLO CEMETERY #3	PBK 2/80 (EX PT IN PBK 3/8)	{CEMETERY}	204 ASH STREET			REC		RECREATION	
00-00-31-1800-0224-0070	0.06	0.06	8000		14TH	ST	BLK 224 PT LOT 7 LYING NELY OF	14TH ST EXT & W1/2 OF ABND	N 13TH ST LYING E THEREOF	204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
00-00-31-1400-0003-0060	0	0.47	8000		N FLETCHER	AV	BLOCK 3 LOT 6	IN OR 328 PG 157	INTERLACHEN-BY-THE-SEA	204 ASH STREET			R-1		LOW DENSITY RESIDENTIAL	
00-00-31-1580-0024-0000	0	1.86	8900		SOMERUELUS & N 12TH	ST	BLOCKS 24 25	OLD TOWN		204 ASH STREET			REC		RECREATION	
00-00-31-1580-0022-0011	0	0.04	8000		N 14TH	ST	BLOCK 22 LOTS N1/2 OF 1	E1/2 OF 8	OLD TOWN	204 ASH STREET			R-3		HIGH DENSITY RESIDENTIAL	
00-00-31-1580-0022-0020	0	0.08	8901		N 14TH & TOWNGATE	ST	BLOCK 22 LOTS 2 & 3	IN OR 1893/1787	OLD TOWN	204 ASH ST			REC	14-04	RECREATION	

CITY OWNED LAND

Buildings

Property Number	Zoning	Acreage	Use
00-00-31-1360-0064-0000	C-1	.32	Fire station
00-00-31-1800-0242-0090	R-2	.89	Fire Station
00-00-31-1600-0158--0020	MU-1	3.09	Police Station
00-00-31-1600-0158-002L	MU-1	.10	Police Station
00-00-31-1800-0145-0010	PI-1	1.83	Peck Center - Open Space – Park
00-00-31-1800-0144-0010	PI-1	1.83	Peck Center - Historic Building – Government Offices
14-3N-29-0000-0002-0000	REC	6.48	Atlantic Recreation Center
14-3N-29-0000-0002-00SL	REC	.03	Atlantic Recreation Center -utility
14-3N-29-0000-0001-0010	REC	.06	Across street from Atlantic Rec Center - utility
00-00-31-1800-0270-0010	CBD	.50	City Hall
00-00-31-1800-0268-0010	CBD	.30	Visitor Center – Train Station
00-00-31-1800-0014-0040	CBD/R2	1.05	Library
11-3N-29-0000-0005-0000	R-1	2.36	Light House
TOTAL		18.84	

Utilities

Property Number	Zoning	Acreage	Use
00-00-31-1800-0177-0000	I-1	19.96	Wastewater Plant S. 5 th Street
00-00-31-1681-000A-0000	R-1	.23	Utility- Seaview Unit 2 PB 5/26 – 1 st Avenue -lift station
29-3N-28-0000-0005-0000	PL-1	2.67	Utility
00-00-30-1736-000E-0000	R-1	.09	Utility
00-00-31-1681-000A-0000	R-1	.23	Utility- Seaview Unit 2 PB 5/26 – 1 st Avenue -lift station
29-3N-28-0000-003-0120	MU-1	.03	Utility- pump station
00-00-30-0800-0038-0020	C-2	.07	Utility -pump station
20-3N-29-0000-0015-0000	R-1	.22	Utility -Cleveland Ave -Waste water lift station# 8
00-00-31-102F-000A-0000	R-2	.04	Utility - Neighbor Street
00-00-31-1676-000E-0000	R-1	.09	Utility
00-00-31-1800-0234-0061	R-2	.20	Utility -11 South 13 th Street Wastewater Lift Station #11
00-00-31-147L-000A-0000	R-1	.03	Utility - Lift station Natures Walk -Wastewater Lift Station # 24
00-00-31-1679-000C-0000	R-2	.08	Utility – Cross Winds Drive
00-00-31-1631-000A-0000	R-1	.03	Utility-Pelican Point – Wastewater Lift Station # 25
00-00-31-1800-0217-0WWL	PI-1	1.28	Water tower
00-00-31-1800-0001-0170	CBD	.03	Utility – Alachua and Front
00-00-31-1840-0000-0010	Heavy Industrial	.20	Railroad Spur on Rayonier Property
00-00-31-134B-0201-0000	R-2	.17	Utility- Storm water retention pond and pump station
00-00-31-128A-0010-0000	R-2	.41	Utility -
00-00-31-134B-0178-0000	R-2	.17	Utility -Storm Water Pond
00-00-31-1600-0019-0010	R-1	.12	Utility -Highland Drive
00-00-31-087I-00LS-0000	R-2	.05	Utility – Isle de Mae subdivision
00-00-31-1800-0180-0040	MU-8	.15	Entrance Sign of the City
00-00-31-1681-000A-0000	R-1	.23	Utility-3999 First Ave
00-00-31-155R-000A-0000	R-2	.03	Utility – Lift Station -Cormorant Drive – end of cul-de-sac
00-00-31-143B-0029-0010	R-1	.06	Utility - 23 Inverness Rd
11-2N-28-0000-0005-0070	R-1	.03	Utility -1531 Canopy Dr
00-00-30-0800-0006-0070	COM	.01	Utility -1770 S 8 th St
00-00-31-1B-000B-0000	R-1	.02	Utility -Barrington Dr- lift station

Utilities – Continued

Property Number	Zoning	Acreage	Use
18-3N-29-0000-0003-0000	R-1	.06	Utility - 1 Maryland Ave
20-3N-29-0000-0015-0000	R-1	.22	Utility - 1634 First Ave
14-3N-29-0000-0002-00SL	REC	.03	Utility- Atlantic Recreation Center
14-3N-29-0000-0001-0010	REC	.06	Utility - Across street from Atlantic Rec Center
00-00-31-114B-0007-0010	R-2	.15	Utility - 2569 First Ave
00-00-31-1800-0234-0061	R-2	.20	Utility -11 S. 13 th St
00-00-31-134B-0266-0000	R-2	.17	Utility -824 Tarpon Ave. / W 5 th Street
TOTAL		27.82	
00-00-30-085C-00LT-0000	County	.04	Utility -32 Seminole Ave
00-00-30-0315-000A-0000	County	.05	Utility -96411 Montego Bay

Bosque Bello Cemetery

Property Number	Zoning	Acreage	Use
00-00-31-1800-0225-0400	REC	4.15	Bosque Bello Cemetery
00-00-31-1800-0250-0010	REC	3.95	Bosque Bello Cemetery
00-00-31-1800-0224-0010	REC	1.79	Bosque Bello Cemetery
00-00-31-1800-0224-0000	REC	2.22	Bosque Bello Cemetery
00-00-31-1800-0224-0020	REC	4.53	Bosque Bello Cemetery
00-00-31-1580-0024-0000	REC	1.86	Bosque Bello Cemetery
00-00-31-1800-0224-0070	R-1	.06	Across 14 th St from Bosque Bello Cemetery
00-00-31-1800-0221-0040	REC	4.46	Bosque Bello Cemetery-Cemetery Property
00-00-31-1800-0220-00CC	REC	8.11	Bosque Bello Cemetery-Cemetery Property
Total		31.13	

Marina including submerged lands and uplands

Property Number	Zoning	Acreage	Use	Assessed Value
00-00-31-1760-0025-001L	W-I	.17	Brett's Leasehold	53,182
00-00-31-1760-0029-0010	W-I	2.56	Marina and Parking Lot	445,791
00-00-31-1760-0031-0020	W-I	3 .65	Marina – Petanque Courts -River	933,893
00-00-30-1760-0025-0010	W-I	3.29	Parking Lot- Marina	225,736
00-00-31-1760-0001-0010	W-I	.72	Parking Lot A	515,329
17-3N-28-0000-0002-0010	I-2	.61	Front Street and Utility	1,200
00-00-31-1760-0029-0010	W-1	2.56	Marina and parking lot	445,791
00-00-31-1760-0025-003L	W-1	.03	Atlantic Seafood Leasehold	87,692
00-00-31-1760-0025-0000	W-1	3.29	Marina and Parking Lot	1,253,715
00-00-31-1760-0025-002L	W-I	.01	Marina check in building	25,689
00-00-31-1760-0025-005L	W-I	.02	Marina store [former]	15,990
00-00-31-1760-0025-004L	W-I	.01	Amelia River Ticket office leasehold	13,335
00-00-31-1760-0002-0000	W-I	.71	101 N Front St	619,004
Total		17.63	Includes water and uplands	\$5,236,347
17-3N-28-0000-0002-0000		405	Submerged Lands of Amelia River	NOT OWNED BY CITY

Golf Course and adjacent properties

Property Number	Zoning	Acreage	Use	Appraised Value
08-2N-28-0000-0001-0000	REC	303.11	Golf course	\$7,577,750
			303.11	
00-00-30-044A-0022-0000	REC	6.72	Tree Canopy Adjacent to Golf Course – Simmons Road Park	500,250
00-00-30-044A-0021-0000	REC	9.23	Tree Canopy Adjacent to Golf Course	692,250
00-00-30-044A-0019-0000	REC	5.00	Tree Canopy Adjacent to Golf Course	375,000
00-00-30-044A-0008-0000	REC	4.71	Tree Canopy Adjacent to Golf Course	353,250
00-00-30-044A-0007-0000	REC	4.28	Tree Canopy Adjacent to Golf Course	321,000
00-00-30-044A-0020-0000	REC	5.0	Tree Canopy Adjacent to Golf Course	375,000
00-00-30-044B-0105-0010	REC	8.65	Tree Canopy Adjacent to Golf Course	648,750
08-2N-28-0000-0001-0100	REC	.49	Tree Canopy Adjacent to Golf Course	55,125
11-2N-28-0000-0002-0020	REC	1.37	Golf course	21,600
00-00-31-1685-0001-0000	REC	.48	Golf course	140,000
TOTAL			45.93	\$3,482,225
11-2N-28-0000-0005-0070	Rec	2.79	Tree covered open space next to Canopy Drive	174,375
11-2N-28-0000-0005-0060	Rec	6.64	Tree covered open space next to Canopy Drive	332,000
			9.43	\$506,375
TOTAL			358.47	\$11,566,350

Conservation Land

Property Number	Zoning	Acreage	Use
00-00-31-1680-0028-0010	CON	.27	Contiguous with the Greenway- Suwannee
20-3N-29-0000-0036-0010	CON	21.58	Greenway
19-3N-29-0000-0001-0000	CON	31.09	Greenway
17-3N-29-0000-0001-0050	CON	28.51	Greenway
19-3N-29-0000-0002-0000	CON	9.05	Greenway
20-3N-29-0000-0014-0260	CON	9.07	Greenway
29-3N-28-0000-0001-0020	CON	18.96	Greenway
20-3N-29-0000-0036-0000	CON	32.58	Greenway
00-00-30-0600-0001-0140	CON	1.79	Greenway – 100-year flood plain
29-3N-28-0000-0001-0030	CON	.47	Greenway
20-3N-29-0000-0014-0030	CON	4.63	Greenway
20-3N-29-0000-0014-0030	CON	4.31	Greenway
00-00-31-1460-0072-0000	CON	2.98	Greenway
00-00-31-1460-0073-0000	CON	3.51	Greenway
20-3N-29-0000-0014-0020	CON	10.79	Greenway
17-3N-29-0000-0001-0080	CON	3.75	Greenway
17-3N-29-0000-0001-0040	CON	5.51	Greenway
17-3N-29-0000-0001-0030	CON	5.69	Greenway
00-00-31-1680-0027-0070	CON	.16	Greenway
00-00-31-1680-0021-0230	CON	.57	Greenway
00-00-31-1680-0027-0010	CON	.56	Greenway
00-00-31-1680-0020-0170	CON	.93	Greenway
00-00-31-1680-0026-0010	CON	1.74	Greenway
00-00-31-178B-0013-0000	CON	.92	Greenway
00-3N-29-0000-0004-0000	CON	19.37	Greenway
00-00-30-0600-0002-0030	CON	2.75	Sadler - wetlands
00-00-31-134A-0058-0000	CON	.41	Ocean Lot -
00-00-31-134B-0172-0000	CON	.11	Ocean Lot
TOTAL		222.06	

Potential Conservation Land – Owned by the City

Property Number	Zoning	Acreage	Use
00-00-31-1180-0017-0060	R-1	3.63	Adjacent to Greenway
00-00-31-1180-0017-0050	R-1	.56	Adjacent to Greenway
20-3N-29-0000-0014-0RW0	??	1.56	Trees adjacent to Greenway
00-00-31-1180-0018-0030	R-1	.36	Adjacent Greenway
00-00-31-1180-0018-0040	R-1	.13	Adjacent Greenway
00-00-31-1680-0029-0500	R-2	.36	Matanzas Ave. – abuts greenway
00-00-31-1580-0022-0011	R-3	.04	Wet lands – N 14 th St Adjacent to 00-00-31-1580-0022-0070 -Murphy Act Lands
00-00-31-128A-OPRK-0000	R-2	.14	Ilyan Circle -Open Space Subdivision
00-00-31-1400-0003-0060	R-1	.47	Ocean Lot – N Fletcher
00-00-30-0600-0001-0101	C-1	.28	Tree Covered buffer along Amelia Trace Court
00-00-31-1460-0034-0010	R-1	.05	Beach Access
00-00-31-1800-0062-0081	R-2	.11	Alligator Creek – 100 year flood – Calhoun St.
00-00-31-1800-0067-0010	R-2	.69	Alligator Creek – Wet Lands – Calhoun St.
00-00-31-1800-0077-0050	R-2	.45	Alligator Creek- Wet Lands -Dade Street
00-00-31-1800-0062-0030	R-2	.90	Alligator Creek – 100-Year flood – Dade St.
00-00-31-1800-0061-0010	R-2	1.61	Alligator- Creek – Wet Lands – Escambia St.
00-00-31-1800-0302-0000	MU-8	1.34	Vacant land Lime and 8 th Street Entrance of the City
00-00-31-1800-0161-0130	R-2	.23	Vacant wooded lot at corner of 6 th and Indigo
00-00-31-1800-0217-0010	R-2	5.48	Recently purchased land with NFLT
00-00-31-1800-0217-0010	R-2	1.58	Recently purchased land with NFLT
TOTAL		18.26	

Parking Lots

Property Number	Zoning	Acreage	Use
00-00-31-1800-0271-0010	CBD	.60	Parking Lot West of City Hall
00-00-31-1800-0271-0011	CBD	.18	Vacant Land West of City Hall Parking lots next to RR tracks
00-00-31-1800-0013-0220	CBD	.23	Public Parking Lot 4 th Street behind Florida House
00-00-31-1800-0010-0090	COM	.36	Parking Lot N 2 nd and Alachua
00-00-31-1800-0009-0080	COM	.43	Parking Lot N 2 nd and Broom
00-00-31-1800-0014-0100	R2	.17	Library Parking
Total		1.97	
00-00-31-1800-0217-00WW	PI-1	1.45	Vacant land north of Water tower [Potential Future Parking Lot
00-00-31-126B-000B-0000	R-2	.14	W 9 th Street – ROW

Housing

Property Number	Zoning	Acreage	Use
00-00-31-1800-0239-0010	MU1 /R2	3.19	Fernandina Beach Housing Authority
00-00-31-1800-0169-0030	R2	1.58	Fernandina Beach Housing Authority
00-00-31-1800-0213-0042	R2	.80	Fernandina Beach Housing Authority
00-00-31-1800-0169-0010	R2	.23	Fernandina Beach Housing Authority
Total		5.8	
00-00-31-1800-0169-0010	R-2	.23	Basket Ball Court adjacent Housing Authority

Parks

Property Number	Zoning	Acreage	Use
00-00-31-1360-0001-0000	REC	1.76	Seaside Park
00-00-31-1600-0135-0000	REC	3.34	Egan's Creek Park
00-00-31-1600-0087-0000	REC	2.84	Sunrise Park
00-00-31-1800-0217-00CP	REC	19.40	Central Park
00-00-31-126A-0025-0000	REC	.28	North Beach Park
00-00-31-126A-0020-0000	REC	.27	North Beach Park
09-3N-29-0000-0013-0000	REC	.13	North Beach Park
00-00-31-126A-0014-0000	REC	.02	North Beach Park
00-00-31-126A-0014-0000	REC	.02	North Beach Park
00-00-31-1800-0241-0170	R-2	.92	Elm Street Park
00-00-31-1800-0231-03B0	REC	4.23	Elem Street Park
00-00-31-1800-0145-0010	PI-1	1.83	Peck Center - Open Space – Park **
00-00-31-1580-0022-0020	REC	.08	Old Town – Towngate and N 14 th Street
00-00-31-1100-000B-0140	Rec	.11	Main Beach Park
00-00-31-1100-000C-0010	Rec	.36	Main Beach Park
12-3N-29-0000-0003-0000	Rec	5.26	Main Beach Park
00-00-31-1100-000B-0160	Rec	.11	Main Beach Park
00-00-31-1100-000B-0010	Rec	1.49	Main Beach Park
00-00-31-1100-000E-0010	Rec	1.72	Main Beach Park
12-3N-29-0000-0003-001L	Rec	.30	Main Beach Park- Leasehold – Minatare Golf Course
12-3N-29-0000-0003-003L	REC	.01	Main Beach Park
00-00-31-1100-000F-001L	REC	.22	Main Beach Park
Total		43.1	

Air Port Property

Property Number	Zoning	Acreage	Use
11-2N-28-0000-0005-00L1	IA	310.43	Leased to Amelia Island Golf Course
06-2N-28-0000-0001-0000	IA	514.23	Airport
00-00-31-1015-0009-0010	IA	.25	Airport ROW
11-2N-28-0000-0005-00L0	IA	.19	Airport ROW
11-2N-28-0000-0001-006L	IA	.16	Airport
07-2N-28-0000-0001-00L0	IA	1.48	Airport- leased for parking lot & Hanger A
07-2N-28-0000-0001-002L	IA	1.73	Airport – Leasehold Hanger
06-2N-28-0000-0001-00L0	IA	9.61	Airport
07-2N-28-0000-0001-001L	IA	.93	Airport – parking lot tenant
06-2N-28-0000-0001-L070	IA	.15	Airport -hanger
06-2N-28-0000-0001-00L3	IA	.10	Airport -hanger
06-2N-28-0000-0001-009L	IA	.10	Airport -hanger
06-2N-28-0000-0001-00L1	IA	.45	Airport -hanger B
06-2N-28-0000-0001-L060	IA	.15	Airport -hanger
06-2N-28-0000-0001-L010	IA	.15	Airport -hanger
06-2N-28-0000-0001-L090	IA	.17	Airport -hanger
06-2N-28-0000-0001-L050	IA	.15	Airport -hanger
06-2N-28-0000-0001-L020	IA	.15	Airport -hanger
06-2N-28-0000-0001-015L	IA	.40	Airport -fuel farm
06-2N-28-0000-0001-L080	IA	.15	Airport -hanger
06-2N-28-0000-0001-L040	IA	.15	Airport -hanger
06-2N-28-0000-0001-L030	IA	.15	Airport -hanger
06-2N-28-0000-0001-012L	IA	.32	Airport – leased Amelia Sky Dive
06-2N-28-0000-0001-010L	IA	.36	Airport Road – Building – Leased Citation Court
00-00-31-1680-0021-0230	IA	.36	Airport Road – Building – Leased
06-2N-28-0000-0001-007L	IA	2.91	Leased to Human Society
06-2N-28-0000-0001-006L	IA	.23	Leased to Castel International Corp – cell phone tower
06-2N-28-0000-0001-016L	IA	.36	Leased for storage facility
06-2N-28-0000-0001-011L	I-1	1.46	Water Plant -3425 Citation Drive
TOTAL		847.43	
00-00-30-0800-0006-0070	IA	.10	Airport – building

Miscellaneous

Property Number	Zoning	Acreage	Use
00-00-31-1017-0016-0000	Airport Industrial	.20	Vacant lot between 2 warehouses
00-00-31-1800-0159-0130	MU-8	.06	Vacant land on 8 th Street
00-00-31-1800-0215-07C0	R-2	.02	12 Street – strip of land between 2 lots

Total City Area – 11.44 sq miles

City owned property - 1664.52 acres = 2.6 sq miles

60 miles of City Roads – 436 acres + 5 miles unpaved ROM - 36 acres =.7 sq mile

City owns or maintains approximately 29% of land [does not include beaches]