



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JUNE 16, 2020
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers will be limited. This meeting will be broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Pastor Bernard Thompson of New Zion Missionary Baptist Church.

4. PROCLAMATIONS / PRESENTATIONS

4.1 **PROCLAMATION - "NATIONAL FLAG DAY" AND "NATIONAL FLAG WEEK"** - *Proclaims June 14, 2020, as "National Flag Day," and the week of June 14-20, 2020, as "National Flag Week."*

4.2 **PROCLAMATION - "PRIDE MONTH"**- *Proclaims the month of June 2020, as "Pride Month." Recognizes progress towards equality for lesbian, gay, bisexual, transgender, queer/questioning, intersex, and asexual (L.G.B.T.Q.I.A.+) people.*

4.3 **PROCLAMATION - AMERICAN BUSINESS WOMEN'S ASSOCIATION (ABWA) EIGHT FLAGS CHARTER CHAPTER** - *Recognizes the ABWA Eight Flags Charter Chapter for their contributions to the betterment of working women and women business owners within Fernandina Beach and Nassau County.*

4.4 **PRESENTATION - SCHOOLS TO DOWNTOWN WATERFRONT TRAIL** - *Coyle and Caron, Inc. will present a summary and the outcome of their completed planning study for the proposed "Schools to Downtown Waterfront Trail." Mike Spino of the North Florida Bicycle Club will also provide an overview of the community outreach efforts completed to date related to the proposed trail.*

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

5. CITY COMMISSION DISCUSSION

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

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

- 5.3 **BEACHES** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 5.4 **MARINA** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 5.5 **OCEAN HIGHWAY AND PORT AUTHORITY (OHPA)** - *This item is placed on the agenda at the request of Commissioner Ross.*

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

7. CONSENT AGENDA

- 7.1 **AMENDING RESOLUTION 2005-189** - RESOLUTION 2020-79 AMENDING RESOLUTION 2005-189; AUTHORIZING THE UTILITIES DIRECTOR AND THE CITY MANAGER TO SIGN PERMITS, APPLICATIONS, ETC. AS THE OWNER/OPERATOR OF THE CITY WATER AND WASTEWATER SYSTEMS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Resolution 2005-189 by requiring both the Utilities Director and the City Manager to sign, on behalf of the City as owner/operator of the City Water and Wastewater systems, required applications, permits, agreements, etc.*
- 7.2 **VOLUNTARY ANNEXATION AGREEMENT - 529 PINE ROAD** - RESOLUTION 2020-80 APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.33 ACRES OF LAND LOCATED AT 529 PINE ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water and wastewater services to the property located at 529 Pine Road. Also approves the Voluntary Annexation Petition.*

8. RESOLUTIONS

- 8.1 **PURCHASING POLICIES AND PROCEDURES MANUAL AMENDMENT - IMPACT FEES** - RESOLUTION 2020-47 AMENDING THE PURCHASING POLICIES AND PROCEDURES MANUAL, SPECIFICALLY ADDING SECTION "W" FOR USE OF IMPACT FEES; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Purchasing Policies and Procedures Manual by adding a section titled, "Use/Expenditures of Impact Fees."*
- 8.2 **AWARD OF BID # 2020-04 - CGC, INC. / WORK ORDER 20-89R - PASSERO ASSOCIATES LLC / GRANT ACCEPTANCE - FEDERAL AVIATION ADMINISTRATION (FAA)** - RESOLUTION 2020-81 AWARDED BID #2020-04 TO CGC, INC. FOR THE REHABILITATION OF RUNWAY 4/22 PAVEMENT, STORMWATER, AND DRAINAGE; AUTHORIZING PASSERO WORK ORDER 20-89R FOR GRANT ADMINISTRATION, CONSTRUCTION ADMINISTRATION, AND RESIDENT OBSERVATION SERVICES RELATED TO THE RUNWAY 4/22 REHABILITATION PROJECT; AUTHORIZING ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) GRANT OFFER #3-12-0022-2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid # 2020-04 to CGC, Inc. in an amount not to exceed \$2,246,497 and authorizes Passero Associates Work Order 20-89R in the amount of \$229,700. Also accepts FAA grant funding for rehabilitation of Runway 4/22 pavement, stormwater, and drainage at the Fernandina Beach Municipal Airport.*
- 8.3 **AWARD OF BID #2020-05 - CWA DEVELOPMENT** - RESOLUTION 2020-82 AUTHORIZING THE AWARD OF BID #2020-05 FOR IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS, NORTHERN BASIN DOCKS TWO AND THREE, TO CWA DEVELOPMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the award of Bid # 2020-05 to CWA Development for improvements to existing docks at the Fernandina Harbor*

Marina in the amount of \$63,851.04.

- 8.4 **AWARD OF BID# 2020-03 - CBI DBA COLE BUILDERS - RESOLUTION 2020-83 AWARDDING BID #2020-03 TO CBI DBA COLE BUILDERS FOR THE CONSTRUCTION OF SIMMONS ROAD PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Awards Bid #2020-03 to CBI dba Cole Builders in the amount of \$320,872 for Simmons Road Park Construction.*
- 8.5 **AGREEMENT AMENDMENT - BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY - RESOLUTION 2020-84 APPROVING AMENDMENT NO. 02 TO THE INTERLOCAL AGREEMENT FOR OCEAN RESCUE SERVICES, WITH THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves Amendment No. 02 to the Interlocal Agreement for Ocean Rescue Services with the Board of County Commissioners of Nassau County in the amount of \$125,000.*
- 8.6 **BUDGET AMENDMENT - MARINA - RESOLUTION 2020-85 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves a transfer of \$16,200 from the Marina Building account to the Marina Seasonal Temporary account and Marina FICA account. Also, a transfer of \$6,425 from the Marina Operating Supplies account to the Marina Rental/Leases account and the Marina Machinery and Equipment account.*
- 8.7 **PERSONNEL POLICY MANUAL AMENDMENT- RESOLUTION 2020-86 RESTATING AND AMENDING THE CITY'S PERSONNEL POLICY MANUAL; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES, RESOLUTIONS AND POLICIES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves and adopts the restated and amended Personnel Policy Manual.*
- 8.8 **UNITED STATES ARMY CORPS OF ENGINEERS (USACE) ENGINEERING DOCUMENTATION REPORT - RESOLUTION 2020-87 ADOPTING THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE) ENGINEERING DOCUMENTATION REPORT; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Adopts the USACE Engineering Documentation Report as a guiding document for the City's dune management efforts, making use of the document for recommendations and planning for public access and dune preservation.*

9. ORDINANCE - FIRST READING

- 9.1 **PROPOSED CHARTER AMENDMENTS - ORDINANCE 2020-21 SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS FOR CLARITY; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS ANNUALLY AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 10A TO PROVIDE THAT CONSERVATION LANDS CAN NEVER BE SOLD OR LEASED BY THE CITY AND TO PROVIDE THAT RECREATION LANDS CAN ONLY BE SOLD OR LEASED FOR FORTY YEARS OR MORE WITH UNANIMOUS VOTE OF COMMISSION AND 70% OF VOTERS APPROVAL AT REFERENDUM ELECTION; AMENDING SECTION 11 BY INCORPORATING SECTIONS 14, 15 AND 20 REGARDING QUALIFICATIONS OF CITY COMMISSIONERS, ABSENCES AND VACANCIES, ADDRESSING CODE OF ETHICS IN STATE LAW FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT; REPEALING SECTIONS 14, 15 AND 20 BY INCORPORATING THESE SECTIONS INTO SECTION 11; AMENDING SECTION 16 BY CHANGING STRAW BALLOT**

VOTE OF THE PEOPLE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMPLETION OF CHARTER OFFICER EVALUATIONS BY COMMISSIONERS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND COMMISSION MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 136 ALLOWING COMMISSION TO AUTHORIZE INVESTIGATIONS BY MAJORITY VOTE AND CLARIFYING THAT CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS HAVE THE POWER TO INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY SEVEN YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the recommended changes to the City's Charter submitted by the Charter Review Committee to be placed on the ballot for voters in November 2020.*

10. ORDINANCES - SECOND READING

- 10.1 **LAND DEVELOPMENT CODE AMENDMENT - BUILDING HEIGHT ENCROACHMENTS -** ORDINANCE 2020-16 AMENDING THE LAND DEVELOPMENT CODE (LDC) TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS BY AMENDING SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS, AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND AMENDING LDC SECTION 10.02.01(D) VARIANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code setting limitations on building height encroachments for properties located within the landward and seaward sides of the Coastal Upland Protection Zone (CUPZ) as defined in LDC Section 3.01.02.*
- 10.2 **LAND DEVELOPMENT CODE AMENDMENT - PLANNING ADVISORY BOARD MEMBERSHIP -** ORDINANCE 2020-17 AMENDING THE LAND DEVELOPMENT CODE TO MODIFY SECTION 9.02.02 MEMBERSHIP AND TERMS OF OFFICE FOR THE PLANNING ADVISORY BOARD; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code changing the makeup of the Planning Advisory Board from five to seven members and making appointments to the Board in the same way other City board members are appointed.*
- 10.3 **LAND DEVELOPMENT CODE AMENDMENT - HISTORIC DISTRICT -** ORDINANCE 2020-18 AMENDING THE LAND DEVELOPMENT CODE (LDC) TO CREATE SECTION 8.01.01.01(F) TO ADD A REQUIREMENT FOR ROOFTOP MECHANICAL SCREENING IN THE DOWNTOWN HISTORIC DISTRICT, CRA, AND OLD TOWN; TO DELETE SECTION 8.01.01.02(H) RELATING TO TOWERS IN OLD TOWN; TO MODIFY SECTION 8.01.01.02(J) TO ALLOW KITCHENETTES IN ACCESSORY DWELLING UNITS WITHIN OLD TOWN; TO DELETE SECTION 8.01.02(E)10 AS IT RELATES TO THE DENSITY BONUS INCENTIVE WHICH WAS ELIMINATED IN 2018; TO DELETE SECTION 8.01.03(E) AS IT RELATES TO THE NOW SUNSETTED "SIDE STREET BUSINESS SIGNAGE" PROGRAM; TO CREATE A NEW SECTION 8.01.03(E) RESERVED FOR "DOWNTOWN WAYFINDING SIGNAGE;" TO MODIFY SECTION 8.03.03(C) TO SET AFTER THE FACT FEES BASED ON THE ANNUALLY ADOPTED MASTER FEE SCHEDULE; TO CREATE SECTION 8.03.03.01(F) TO CREATE A DEMOLITION DELAY PERIOD; TO MODIFY SECTION 8.03.04(B) TO CLARIFY EMERGENCY DEMOLITION PROCEDURES; TO MODIFY SECTION 8.03.03(A)(1) TO ESTABLISH AN OFFICIAL INVENTORY OF RESOURCES LIST

THAT DESIGNATES CONTRIBUTING STRUCTURE STATUS; TO MODIFY SECTION 5.01.10 TO ADD STANDARDS FOR FENCING DESIGN/INSTALLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code with various changes to the Historic District.*

- 10.4 **FEE SCHEDULE AMENDMENT – SANITATION** - ORDINANCE 2020-19 ESTABLISHING AND AMENDING FEES FOR SANITATION FOR FY 2019/2020; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the amended Sanitation Fee Schedule for Fiscal Year 2019/2020.*

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.

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"National Flag Day" and "National Flag Week"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation proclaiming June 14, 2020, as "National Flag Day," and the week of June 14-20, 2020, as "National Flag Week."

The Proclamation will be mailed to:
Daughters of the American Revolution
Attention: Amelia Island Chapter Regent Ms. Carol Elefterion
210 Chapter Centre Street
Fernandina Beach, Florida 32034

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	5/27/2020
Nicole Bednar, Administrative Services Manager	5/29/2020
Dale L. Martin, City Manager	6/4/2020


Date: May 27, 2020

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the Continental Congress adopted the Stars and Stripes as the official flag of our young republic on June 14, 1777; and

WHEREAS, each June thereafter, our nation has lifted its sights to the flag that has watched over us since the days of our founding. In those broad stripes and bright stars, we see the arc of the American story - from a handful of colonies to fifty States, united and free; and

WHEREAS, when proud patriots took up the fight for independence, they came together under a standard that showed their common cause. When the wounds of civil war were still fresh and our country walked the long road to reconstruction, our people found hope in a banner that testified to the strength of our Union. Wherever our American journey has taken us, whether on that unending path to the mountaintop or high above into the reaches of space, Old Glory has followed, reminding us of the rights and responsibilities we share as citizens; and

WHEREAS, this week, we celebrate that legacy, and we honor the brave men and women who have secured it through centuries of service at home and abroad. To commemorate the adoption of our flag, Congress designated June 14 of each year as "Flag Day" and designated the week in which June 14 occurs as "National Flag Week".

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim June 14, 2020, as

“NATIONAL FLAG DAY”

And, the week of June 14-20, 2020, as

“NATIONAL FLAG WEEK”

in Fernandina Beach, Florida, and urge all citizens to join me in proudly displaying our nation's banner and live with the patriotism that the red, white and blue so strongly represents and show a deep appreciation of its legacy.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 16th day of June, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"Pride Month"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing the month of June 2020 as, "Pride Month."

The	Proclamation	will	be	mailed	to:
Ms.		Genece			Minsheu
2428	Los		Robles		Drive
Fernandina Beach, Florida 32034					

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager	5/29/2020
Dale L. Martin, City Manager	6/4/2020



Submitted By:	Caroline Best, City Clerk	Date: May 28, 2020
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COMMISSION ACTION:

Proclamation

WHEREAS, 243 years ago, the Declaration of Independence, the founding document upon which our great nation stands, was signed into law and reads in part: “all men are created equal, they are endowed by their Creator with certain unalienable Rights; among these are Life, Liberty and the pursuit of Happiness”; and

WHEREAS, although America has advanced on her path toward becoming a more perfect Union, the journey has not been without strife. The fight for dignity and equality for lesbian, gay, bisexual, transgender, queer/questioning, intersex, and asexual (L.G.B.T.Q.I.A.+) people is reflected in the tireless dedication of advocates and allies who continually strive to forge a more inclusive society; and

WHEREAS, the landmark Supreme Court decision guaranteeing marriage equality in all fifty States was a historic victory for L.G.B.T.Q.I.A.+ Americans, ensuring dignity for same-sex couples. For every partnership that was not previously recognized under the law and for every American who was denied their basic civil rights, this monumental ruling instilled newfound hope, affirming the belief that we are all freer when we are treated as equals; and

WHEREAS, despite extraordinary progress, L.G.B.T.Q.I.A.+ Americans still face discrimination simply for being who they are and for loving who they love. Advancing the fair treatment of all people has long been a cornerstone of American diplomacy, similarly the City of Fernandina Beach’s commitment to combatting discrimination against the L.G.B.T.Q.I.A.+ community will not stop.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim June 2020, as

“PRIDE MONTH”

and call upon all citizens to celebrate how far we have come, to eliminate prejudice wherever it exists, and to embrace the great diversity within our community.

IN WITNESS WHEREOF, I, John A. Miller, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 16th day of June, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
American Business Women's Association Eight Flags Charter Chapter

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing the American Business Women's Association Eight Flags Charter Chapter for their infinite contributions to the betterment of working women and women business owners within Fernandina Beach and Nassau County.

The Proclamation will be mailed:
Business and Operational Support Services, LLC
Attention: Ms. Shelley Hirsch
96071 Stoney Creek Parkway
Fernandina Beach, Florida 32034

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 5/27/2020

Dale L. Martin, City Manager 6/4/2020

Submitted By: Caroline Best
Caroline Best, City Clerk

Date: May 27, 2020

COMMISSION ACTION:

Proclamation

WHEREAS, the American Business Women's Association (ABWA) is a national professional organization founded in 1949, in the aftermath of World War II when many women entered the workforce for the first time in an effort to fill the gaps left by soldiers fighting overseas; and

WHEREAS, in 1969, the American Business Women's Association Eight Flags Charter Chapter was founded in Fernandina Beach to serve all of Nassau County, Florida; and

WHEREAS, since its inception fifty years ago, ABWA Eight Flags Charter Chapter has tirelessly served Fernandina Beach's working women and women business owners by bringing together business women of diverse occupations and by providing opportunities for them to help themselves and others grow personally and professionally through leadership, education, networking support, as well as local and national recognition; and

WHEREAS, ABWA is an equal opportunity organization which provides formal continuing education opportunities and credits in business management, public speaking, and marketing. Local chapters of ABWA sponsor area educational scholarships annually through the Stephen Bufton Memorial Educational Fund (SBMEF).

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

“AMERICAN BUSINESS WOMEN’S ASSOCIATION (ABWA) EIGHT FLAGS CHARTER CHAPTER”

for their infinite contributions to the betterment of all those served and encourage all citizens to recognize and appreciate the vast significance and incalculable contributions working women and women business owners have on our local and national economy.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 16th day of June, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Schools to Downtown Waterfront Trail

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Coyle and Caron, Inc. will provide a presentation summarizing their completed planning study for the proposed "Schools to Downtown Waterfront Trail" which was authorized via Resolution 2019-147. Additional remarks will be made by Mike Spino of "Schools to Downtown Waterfront Trail" community outreach activities.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

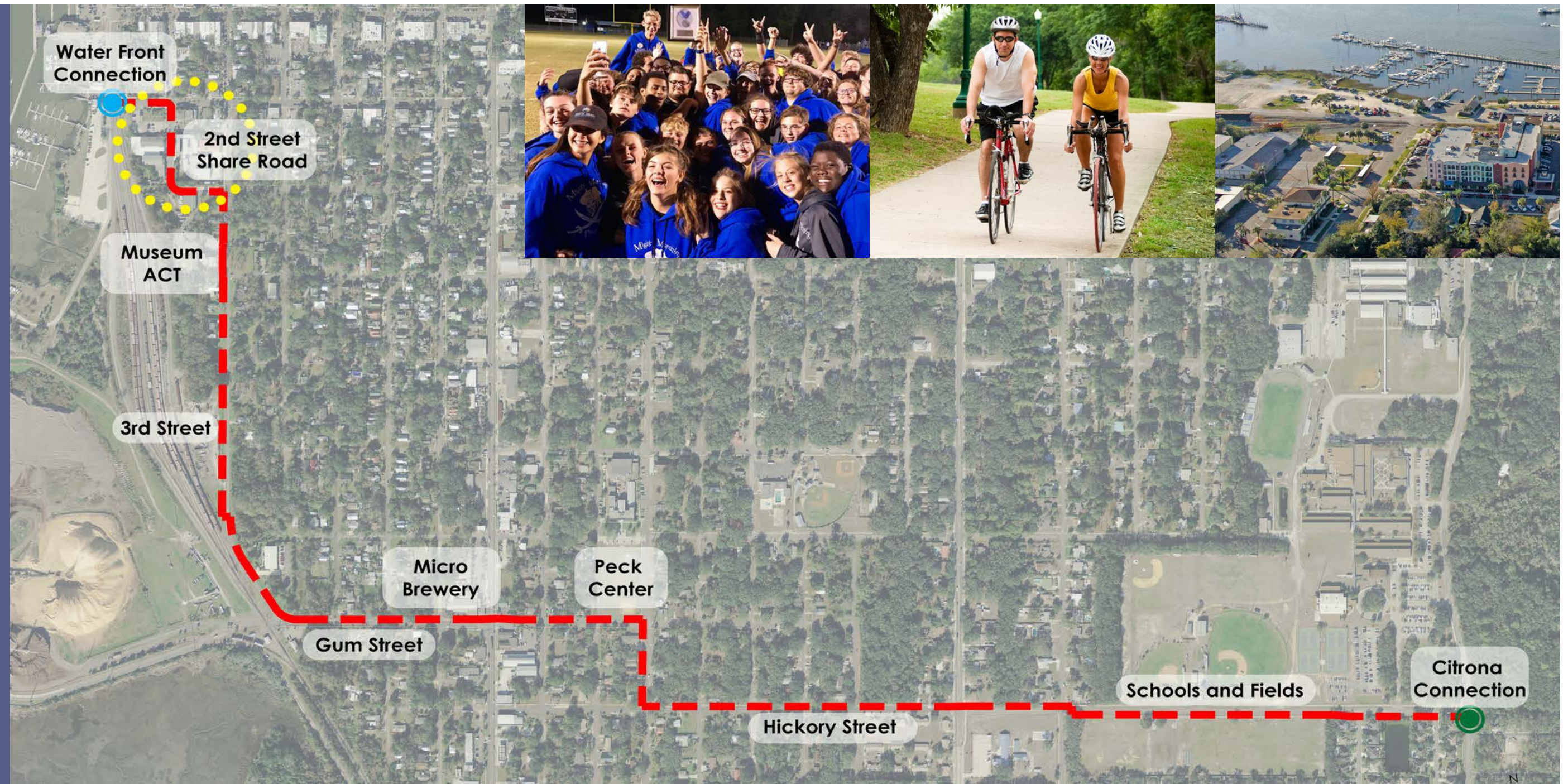
Dale L. Martin, City Manager 6/8/2020



Date: May 06, 2020

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION:



Schools to Downtown Waterfront Trail

Planning Study

City of Fernandina Beach, Florida

Coyle & Caron Inc. Landscape Architects

236 Pasadena Place, Orlando, Florida 32803 Tel. 407-866-0650

January 2020

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Key Site Plan

Project Team

City of Fernandina Beach

Lorelei Jacobs, Grants Administrator, Project Manager
Kelly Gibson, AICP, Planning Director
Nan Voit, Parks & Recreation Director
Rex Lester, Streets Maintenance Director
Andre Desilet, Stormwater Manager

Trail Advocates & Community Engagement

Mike Spino, Amelia Island Trail, Inc.
Mike Pikula, Amelia Island Trail, Inc.

Coyle & Caron Landscape Architects

Sally Coyle, ASLA, PLA
Principal-in-Charge

Rachel Kehoe, ASLA
Project Manager

Alex Green
Assistant Project Manager, Landscape Designer

Project Vision

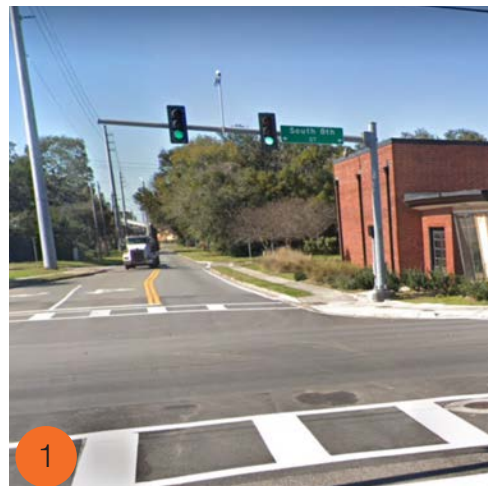
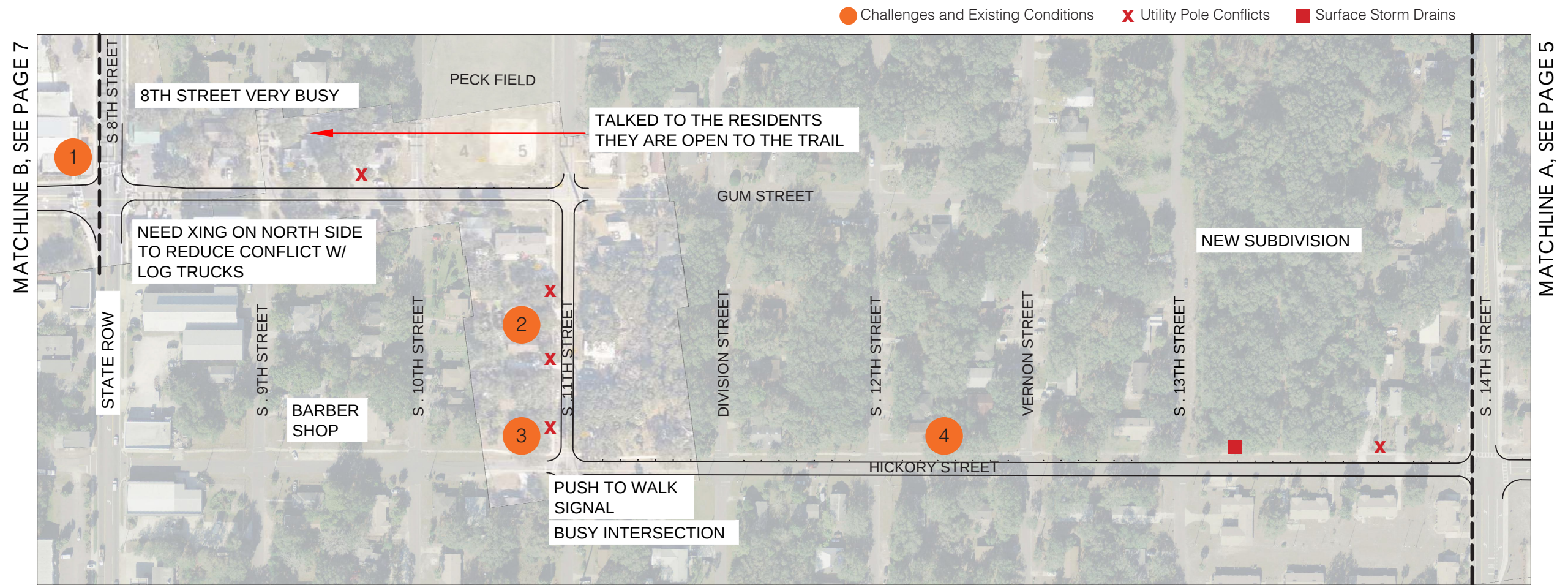
Coyle and Caron was hired by the City of Fernandina Beach to prepare a planning study for a new multi-use trail to connect the Schools and Citrona Trail to the Downtown waterfront and future segment of the Cumberland to Timucuan Regional Trail. In collaboration with the grassroots effort from Friends of the Amelia Island Trail, the aim is to add 2 miles of bike and pedestrian-friendly trail.

Once completed, the proposed trail will serve as a safe means of travel between several key locations within the community, as well as become an integral part of the larger Amelia Island Trail network. Beginning at the Middle and High Schools on Citrona, the trail will travel down Hickory adjacent to the ball fields. From there, people can continue to the Peck Center, across 8th to the future Mocama Brewery Complex, the American Legion building, the Amelia Community Theatre, the Amelia Island Museum and finally to the Marina and Downtown Waterfront on Ash.

The next steps for this project include a public meeting to share preliminary findings, solicit input from the community, and respond to questions or concerns residents may have. Following this would be a presentation to the Board of Commissioners to seek approval and authorization to move forward with additional review and support for grant applications.

Project Goals

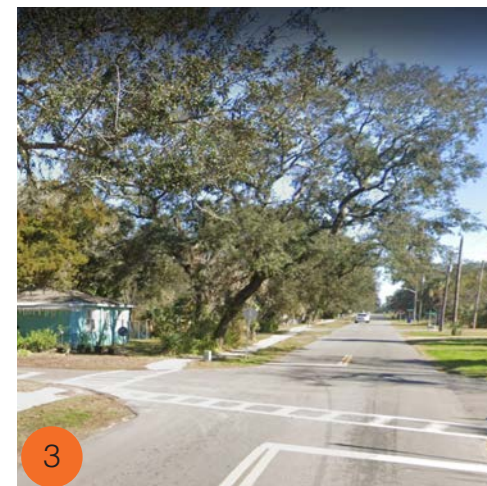
- Respond to City residents’ request for a paved, dedicated path from the Fernandina Beach schools on Citrona to the Downtown area and waterfront.
- Locate an ADA accessible multi-use trail, minimum 10’ wide, within the public right of way.
- Solicit input and guidance on trail route prior to presentation to local authorities.
- Promote safe, outdoor recreation opportunities, build community that help and enhance quality of life.
- Design to East Coast Greenway standards to allow trail to be a future segment.
- Comply with Florida Department of Transportation (FDOT) and SUN Trail requirements to be eligible for the SUN Trail grant.
- Serve as the foundation for future funding through grant application with Safe Routes to Schools, and non-profits including Trees for Trails.
- Provide a link to the regional trails network, including the future segment of the Cumberland to Timucuan Regional Trail.



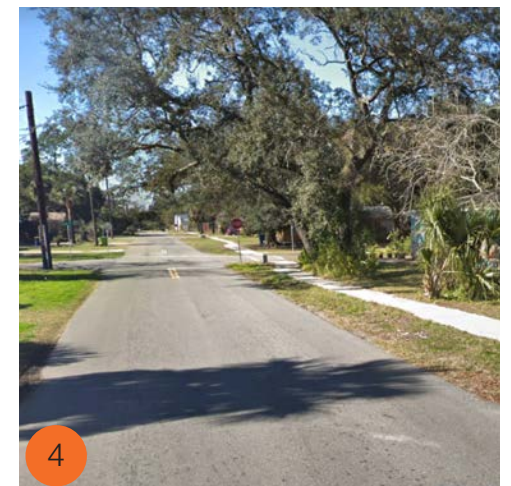
8TH ST. AND GUM ST. LOOKING
NORTHWEST



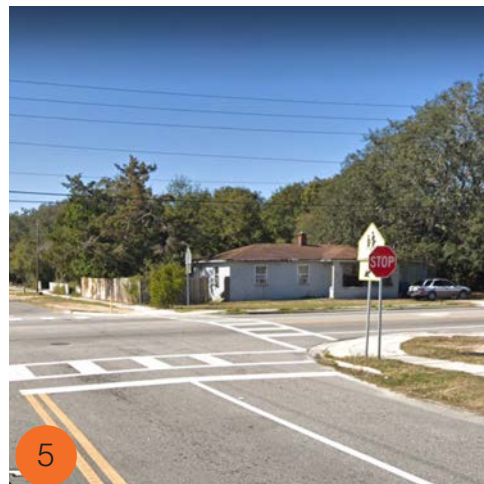
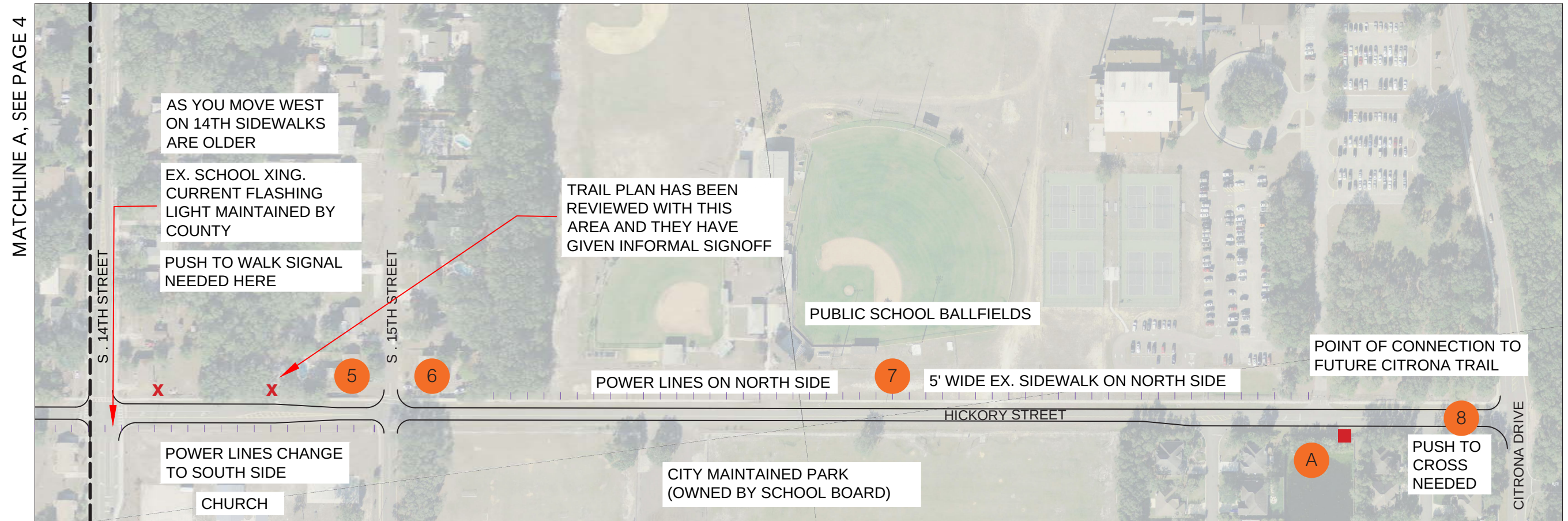
UTILITY POLES AND CARS PARKED
IN ROW



11TH ST. AND HICKORY ST.
LOOKING EAST



ROW ALONG NORTH SIDE OF
HICKORY ST.



XING AT 15TH ST. AND HICKORY ST.



15TH ST. CULVERT THAT WILL REQUIRE REALIGNMENT



EXISTING WALK ON NORTH SIDE OF HICKORY ST.



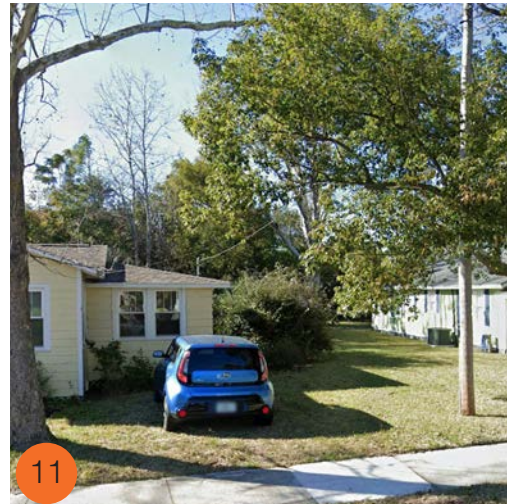
CITRONA DR. AND HICKORY ST.



9
HOUSES SOUTH OF MUSEUM THAT
WILL NEED DRIVEWAY APRONS



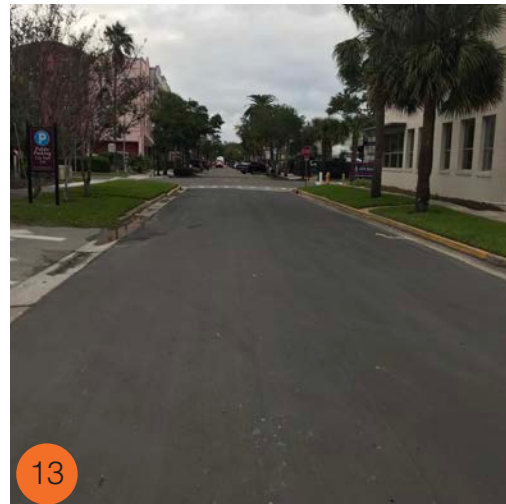
10
MUSEUM ENTRY



11
HOUSES NORTH OF MUSEUM THAT
WILL NEED DRIVEWAY APRONS



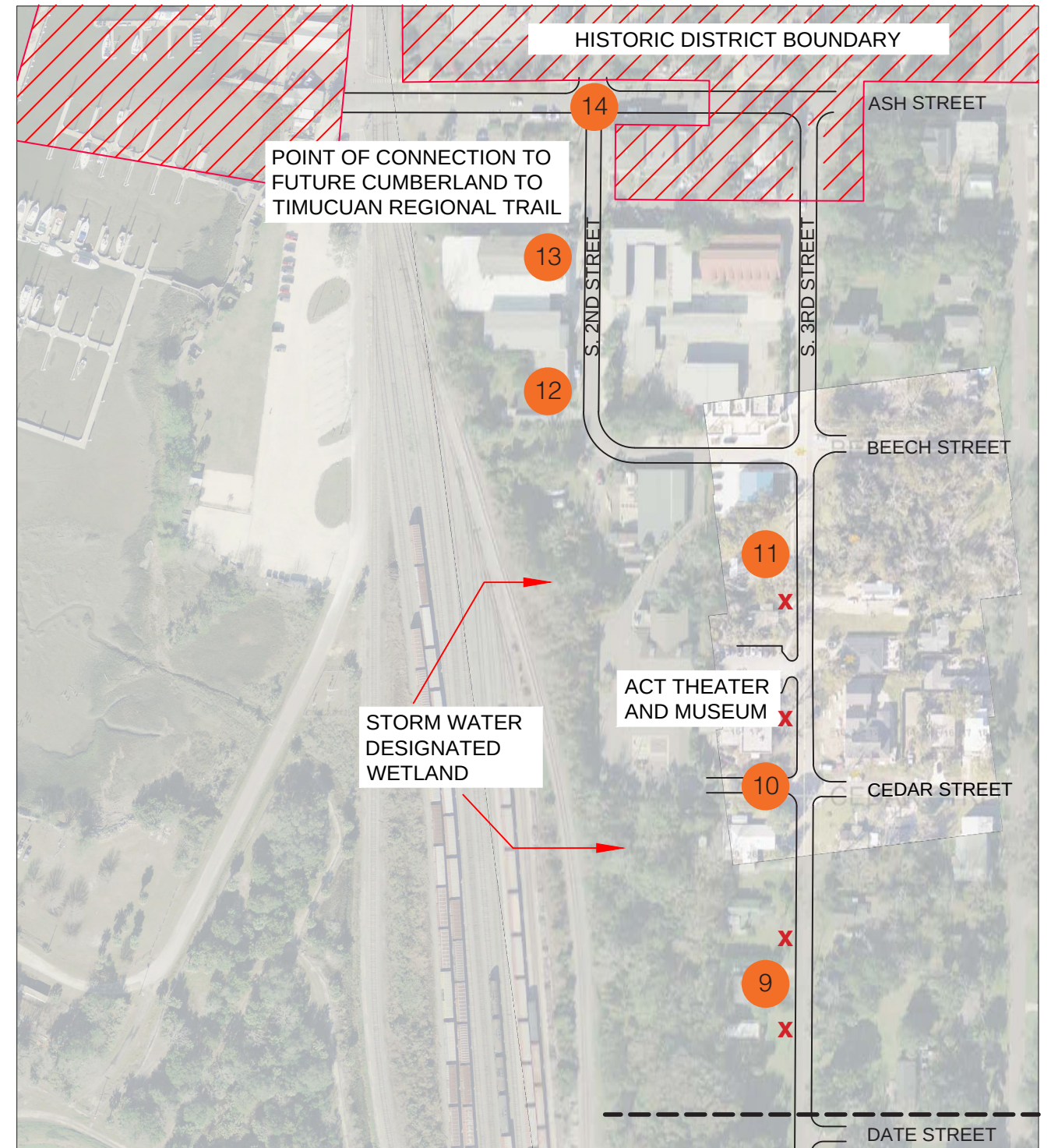
12
2ND ST. SHARROW TO BEECH ST.



13
SHARROW 2ND ST. TO ASH ST.

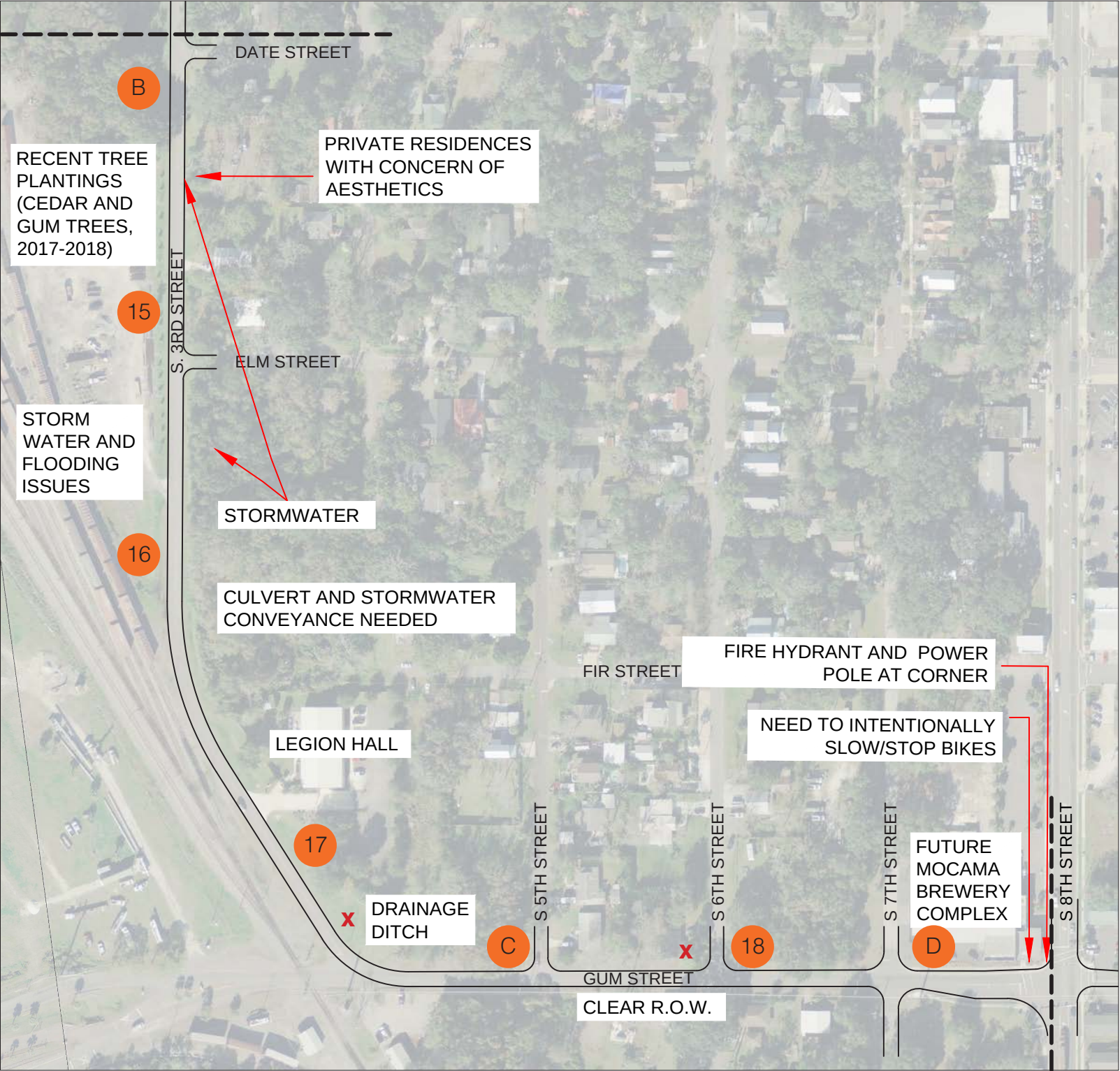


14
SHARROW ASH ST. TO
WATERFRONT



● Challenges and Existing Conditions X Utility Pole Conflicts

MATCHLINE C, SEE PAGE 7



EXISTING PLANTING ALONG S. 3RD ST.



OUTFALL FROM STORM WATER CULVERT



CULVERT UNDER LEGION DRIVEWAY THAT WILL NEED TO BE RELOCATED



INLET DRAINS THE TRAIL WOULD GO OVER

MATCHLINE B, SEE PAGE 4

Project Challenges and Proposed Solutions

Issue 1: Right of Way Conflicts Horizontal Clearance

Florida Department of Transportation (FDOT) stipulates a minimum 10-foot width for shared use two-way trails. (p.458, Shared Use Paths, Florida Greenbook, revised March 27, 2018) However, SUN Trail network facilities that are less than 12’ require approval by the Chief Planner. (section 224.4 “Widths,” FDOT Design Manual, January 1, 2018)

FDOT additionally stipulates “a 4-foot clear area adjacent to both sides of the path, including placement of signs. Maintain a 2-foot wide graded area with a maximum 1:6 slope adjacent to both sides of the path. For restricted conditions, bridge abutments, sign posts, fencing and railing may be located within 4 feet of the edge of pavement, but not less than 2 feet.” (section 224.7 “Horizontal Clearance,” FDOT Design Manual, January 1, 2018)

Other trail requirements include minimum separations from the roadway. Flush shoulder roadways, with design speeds under 45 mph, require the edge of trail be no less than 5’ from paved shoulder. Curbed roadways, with design speeds under 45 mph, only require 4’ of clearance. (section 224.12 “Separation from Roadway,” FDOT Design Manual, January 1, 2018)

A survey is needed to confirm that the existing right of way along the proposed SDWT route will allow a minimum 10’ wide trail and the required buffers. For the purposes of this planning study we assumed a 60’ right of way. This includes a 22’ two-lane paved roadway, or in cases with a turn lane an expand width to 34’. This generally leaves an acceptable width 17’ of right of way on each side of a two-lane road. Easements would be required along portions of roadway with a center turn lane.

Solutions:

1.1 Set up a preliminary meeting with the FDOT Chief Planner to review the SDWT layout recommended in this planning study and inquire whether FDOT would be open to approving the project if the trail width were limited to 10’ along its entire length.

1.2 Solicit proposals from local surveyors requesting a fee breakdown by segment as follows: cost for ground survey including boundary, topography, utilities and trees; cost for boundary survey only. If survey work needs to be phased a boundary survey would allow confirmation of the SDWT width along its entirety, as well as identify where easements would be needed.

Issue 2: Right of Way Conflicts Utility Relocation

As a result of early efforts by trail advocates from Amelia Island Trail, Inc. (AIT) along with the Planning Study Team, the SDWT has been located to avoid conflicts with above ground electric to the greatest extent possible.

There are several locations identified in the report where secondary/tertiary utility poles (that distribute power and communication lines directly to individual structures) will need to be relocated. We estimate the number to be between 10 and 15 poles. Some of these individual poles were identified in our trail study (p. 4-7, red ‘X’ markers) and others will only be known with certainty once a survey and/or new construction is completed.

The extent to which the trail layout and paving will impact underground utilities such as water, sanitary, communication/cable and gas is unknown.

Conflicts with surface and subsurface stormwater infrastructure are addressed separately under Issue 7 on page 9 and General Trail Conditions Stormwater Management on page 13.

Solution:

2.1 Meet with the appropriate City officials to determine an ‘order of magnitude’ estimate of linear feet of underground utilities that may need to be relocated to be included as an allowance in the ‘Statement of Probable Construction Costs.’ A precise understanding of this scope of work will be determined through survey work required to complete the design and construction drawings for the SDWT.

Issue 3: Cost

An investment in a public amenity of this scale is well worth the cost. Once implemented, there will be immediate benefits as well as cumulative long-term rewards. These include increasing real estate values and tourism to the area, and attracting new residents. (Economic Benefits of Trails p. 1-14, Pennsylvania Land Trust Association, www.conservationtools.org, Downtown Trails as Community & Economic Development Engines, <https://communities.extension.uconn.edu/2015/09/20/trails-as-community-and-economic-development-engines/>)

Solutions:

3.1 Identify funding sources and timelines for grants. Meet with City officials to determine what, if any, costs could be covered by the City.

3.2 Establish clear methods of communicating project funding and progress with the public to avoid misconceptions and ensure ongoing public support.

Issue 4: Right of Way Conflicts Neighbors

As stated previously, planning for the SDWT has taken into consideration the best possible route both in terms of safety and impacts to the right of way including homes, business, and their frontage. Recently conducted neighborhood outreach by trail advocates has resulted in positive feedback.

Our experience shows that maintaining regular, open, and specific communication with neighbors from the beginning through the end of the project helps to ensure successful outcomes. Several areas have been identified that will require close coordination and communication:

- 4.1 Segment 1 – Residents along west side of S. 11th Street currently use the right of way for off-street parking. (p. 4, Marker 2)

Solution: Meet with homeowners to review plans and discuss alternative options for parking.

- 4.2 Segment 2 - Conflict with proposed valve box at the Mocama Brewery. (p. 7, Marker D)

Solution: Meet with the owner and engineer to determine whether the meter can be relocated within their property boundaries.

- 4.3 Segment 2 – Residences along S. 3rd Street south of the Museum: 3 structures driveways are non-existent or in poor condition. (p. 6, Marker 9)

Solution: Provide a 12’ wide paving connection from trail to roadway edge to protect trail from vehicular damage. Location coordinated with homeowner.

- 4.4 Segment 2 – The existing landscape and paving along the Amelia Island Museum of History & Amelia Community Theater will need to be redesigned sensitively accommodate the SDWT.

Solution: See page 14 for proposed streetscape improvements that will need to be reviewed with stakeholders.

- 4.5 Segment 2 – Residences along S. 3rd Street north of the Museum: two structures do not have driveways. (p. 6, Marker 11)

Solution: Provide a 12’ wide paving connection from trail to roadway edge to protect trail from vehicular damage. Location coordinated with homeowner.

Issue 5: Neighborhood Buy-in

Thanks to the work of AIT advocates Mike Spino and Mike Pikula a major effort has been underway for some time to gather resident input and support for the SDWT. Our ‘first pass’ at a route for the SDWT was based on a suggested route from AIT based on responses gathered from neighbors. As the layout of the SDWT route has evolved through the duration of this planning project, AIT has continued to share updates with adjacent neighbors and to date most residents appear to be supportive of the project. Several abutters have expressed specific concerns about their frontage and solutions are being discussed.

Solution:

5.1 The 1/23/2020 community meeting is an important opportunity to present plans for the SDWT and deepen resident buy-in through excitement and gathering direct input. Plans for ongoing public engagement with abutters will need to be made an integral part of subsequent planning and design efforts as well as through construction.

Issue 6: Easements

Based on master planning level information provided including aerial photos and GIS data, it appears that no easements are needed. However, whether any easements are needed cannot be determined with certainty until a boundary and ground survey are completed and the SDWT design is overlaid onto existing conditions.

Solution:

6.1 Hire a local surveyor to prepare a boundary survey and Landscape Architect to confirm feasibility of minimum 10’ width and 4’ buffer along entire length of the SDWT as well as identification of easements that may be required or adjustments to route, if possible, to avoid the need for an easement.

Issue 7: Stormwater

Stormwater management strategies such as integrating SDWT trail layout and cross section design with adjacent grading and planting to capture as much stormwater locally as possible have been incorporated into the preliminary design.

While there is a cost to modify existing stormwater systems to accommodate the layout of the proposed SDWT, we do not see this as a major impediment to this project. With the help of Andre Desilet, Stormwater Manager for the City, the SDWT has been located to avoid areas where the cost and/or permitting related to stormwater improvements would be onerous.

However, there are several areas where there is either not enough room to route the SDWT to either side of existing drains or culvert, and/or the existing structures prevent ADA compliance within the SDWT route.

Segment 1 conflicts with existing infrastructure were identified at the following locations:

- Hickory and S. 15th Street an existing culvert will need to be rerouted (p. 5, Marker 6)
- Two surface drains will need to be adjusted because there is not enough room to route the SDWT (p. 4-5, red squares)

Segment 2 impacts to stormwater systems are more extensive.

- Curb inlets at the intersections of Gum and South 7th Street and Gum and South 6th Street will need to be considered in subsequent design to route trail to avoid conflict while allowing ADA path compliance. (p. 7, Marker 18)
- The culvert under the Legion Hall Driveway will need to be relocated. (p. 7, Marker 17)
- South 3rd Street the existing culvert and outfall just north of the Legion Hall will require a solution. (p.7, Marker 16)

Solutions:

7.1 For S. 3rd Street a series of stormwater modifications and improvements were identified by Andre Desilet and his crew based on a field review of the proposed SDWT route in November 2019. See page 13.

7.2 Subsequent planning and design efforts along with a site survey will allow further understanding of the scope and cost of this work. The Grants Department continuing to work closely with the City will ensure integration between this project and others and may identify opportunities for overlap and funding.

Issue 8: Right of Way Conflicts
Existing Landscape

Along the rail yard at S. 3rd Street from north of the Legion Hall to Date Street, the SDWT layout will require reconfiguring existing drainage (filling a swale) and relocating planting installed by the City within the past couple of years. Between regrading and paving, most of the existing deciduous trees (Liquidambar styraciflua or Sweetgum) and evergreen trees (Juniperus virginiana, or Red Cedar) will have to be relocated. (p. 7, Marker 15 and p. 15)

Additionally, there are several areas along the route where clearing existing trees and undergrowth will be required:

- At the start of Segment 1, the first two blocks west of Citrona Drive have dense understory including palmetto, sabal palm and native deciduous trees estimated at 6" caliper and less (p. 5, Marker A)
- Along S. Third Street at Gum and south along houses north of the rail yard (p. 7, Marker B)
- Along Gum Street between S. 5th Street and South Third Street (p. 7, Marker C)

Solution:

8.1 Meet with City Arborist on site to evaluate the feasibility and cost to relocate elsewhere on City property. If feasible, establish a plan to relocate trees.

8.2 Using a completed survey and schematic SDWT layout, stake the limits of the SDWT trail in the areas noted above and review the limit of clearing with the City Arborist and adjacent homeowners to ensure all parties are comfortable with clearing required.

Issue 9: Safety

90% of the SDWT is a separate trail designed to comply with FDOT Standards for Shared-Use Trails.

As part of this planning study, street crossings have been carefully determined to take advantage of existing ‘safe routes’ such as Segment 1 from S. 15th Street west (p. 5, Marker 5) utilizing an existing school crossing. Crossing South 8th Street, the busiest intersection, on the north side limits conflicts between SDWT trail users and logging trucks bound for Rayonier. (p.14)

Maintaining buffer widths between the SDWT and edge of road as recommended by FDOT Design Manual and Florida Greenbook are important factors in the design of a safe, shared-use trail. The SDWT trail layout in this plan complies with recommended minimum buffers, these ‘green’ spaces are multi-functional opportunities to increase tree canopy, provide shade and cooling, reduce heat island effect (heat radiating from adjacent pavement), and capture stormwater runoff.

The shared road or ‘sharrow’ section of the SDWT (marking in the road to indicate where cyclists should safely bicycle) from Beech Street to the Waterfront is proposed due to limited space within the right of way in this location. A combination of factors makes this strategy acceptable and safe: limited length, located where vehicular speeds are already reduced and, in an area, where there is a high level of activity all of which contribute to creating an environment where drivers are more aware. (p. 6, Markers 12-14)

Solution:

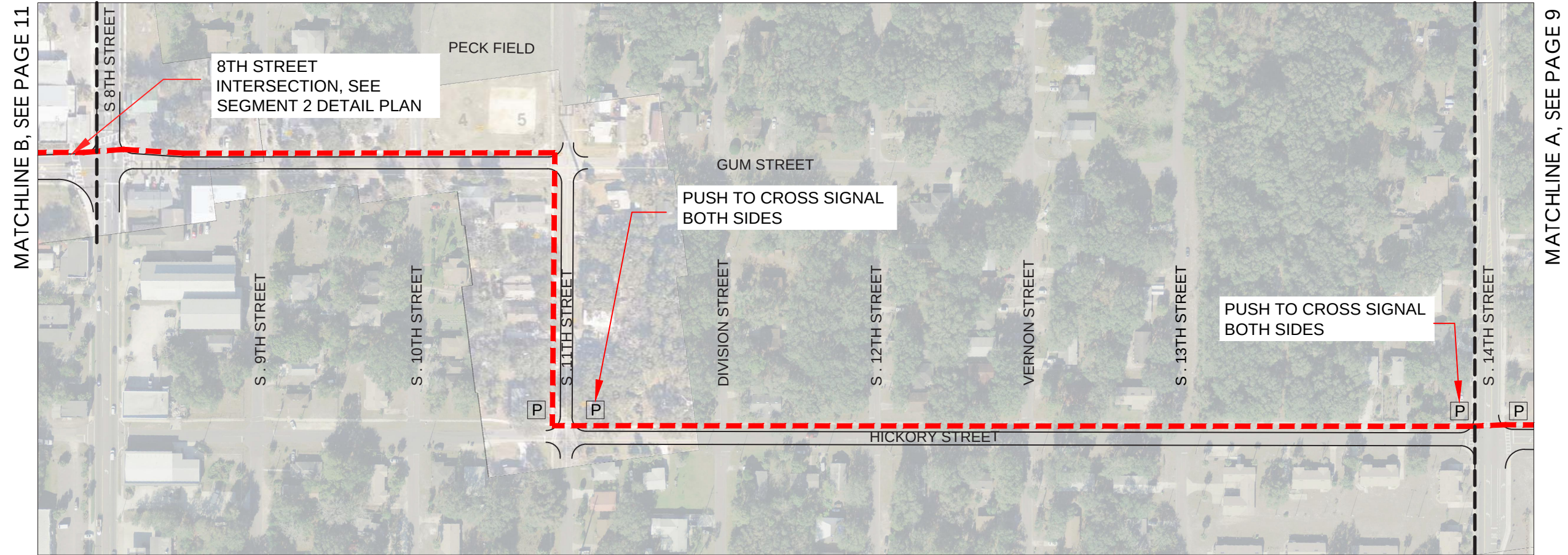
9.1 Design layout and markings to the latest safety standards. We also recommend that City officials talk to other communities about their experience with shared roads to determine what if any public safety outreach is recommended.

Issue 10: Construction Phasing

Based on our experience, we anticipate that construction of the SDWT will not have a major impact on traffic flow or cause any other disruptions except potentially due to relocation of underground utilities.

Solution:

10.1 Plans for construction phasing including utility relocation should be an integral part of future planning and design efforts.



General Trail Conditions

In compliance with FDOT Greenbook and SUN Trail Grant

Trail Width

- Minimum width of 10' pending approval of the FDOT Chief Planner.
- Width reduction allowable due to limited space within the Right of Way after factoring into consideration space for buffer requirements.

Roadway Buffer

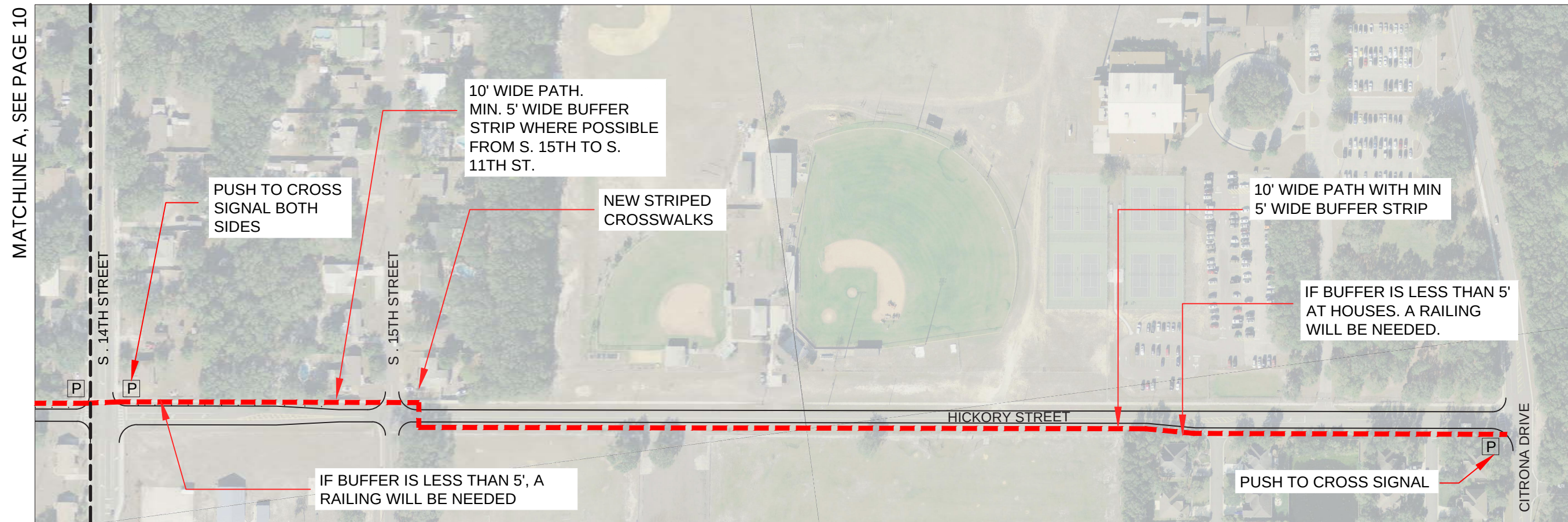
- Minimum width of 5' between roadway and edge of trail.
- If there is a curb this minimum can be reduced to 4'.
- Narrower distances are allowable, but will require a physical barrier or railing.

Railing Requirements

- Cannot impair sight at distance to intersections.
- Should be designed to limit potential injury to errant bicyclists and motorists.
- Barrier does not need to be crashworthy or strong enough to redirect motorists.
- Minimum height is that of a standard guard rail.

ADA Compliance

- FDOT requires all pedestrian trails be ADA accessible.
- Curb ramps must be the width of the trail and include detectable warning markings at every crossing direction.



General Trail Conditions

Materials, Aesthetics, and Practices

Mixed-Use Trail

- Asphalt pavement with concrete apron extending min. 5' from the curb ramp.
- Directional markings and center line demarcated for 30'-50' from each intersection.

Roadway Buffer

- Planted strip with drought tolerant sod and native large canopy street trees, adapted to urban conditions. Trees provide shade and help minimize the urban heat island effect. Species to be coordinated with the city.
- Planted strip with sod, grasses, groundcovers and perennial plantings at locations such as the Citrona trail head, Peck Center, Mocama brewery, and Amelia Island Museum.
- Designed for integrated low impact storm-water management.

Amenities

- Interpretive signage at key points along the trail, and integrated wayfinding markers.
- New pedestrian lighting to supplement residual light from existing sources.

Irrigation

- Automatic underground irrigation for the special planted areas.
- Establishment period irrigation in all other areas, such as water bags for the newly planted street trees.
- Minimize irrigation need using drought tolerant sod, such as Zoysia and Bahia, and Florida friendly perennials.

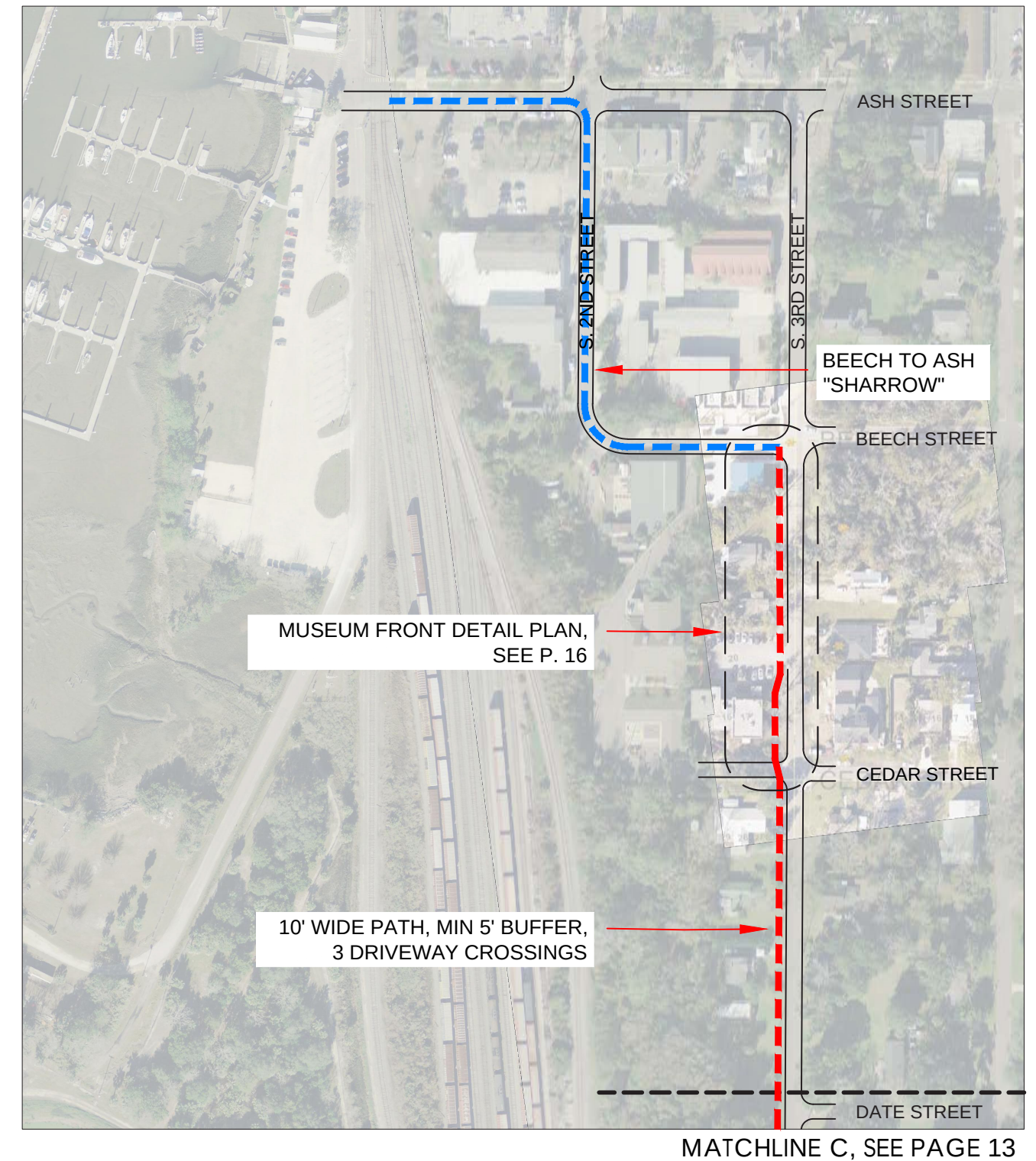
General Trail Conditions

Shared Roads

From 3rd Street and Beech to the waterfront, a shared road or “sharrow” is proposed. For this portion of the SDWT pavement markings will be added to the roadway indicating bicycles share the space, and travel in the direction of traffic.



- Existing sidewalks in the area can be utilized by pedestrians wishing to continue to the waterfront.
- Due to the short length of the “sharrow” this solution is allowable by the FDOT, SUN Trail, and East Coast Greenway.



MATCHLINE C, SEE PAGE 12



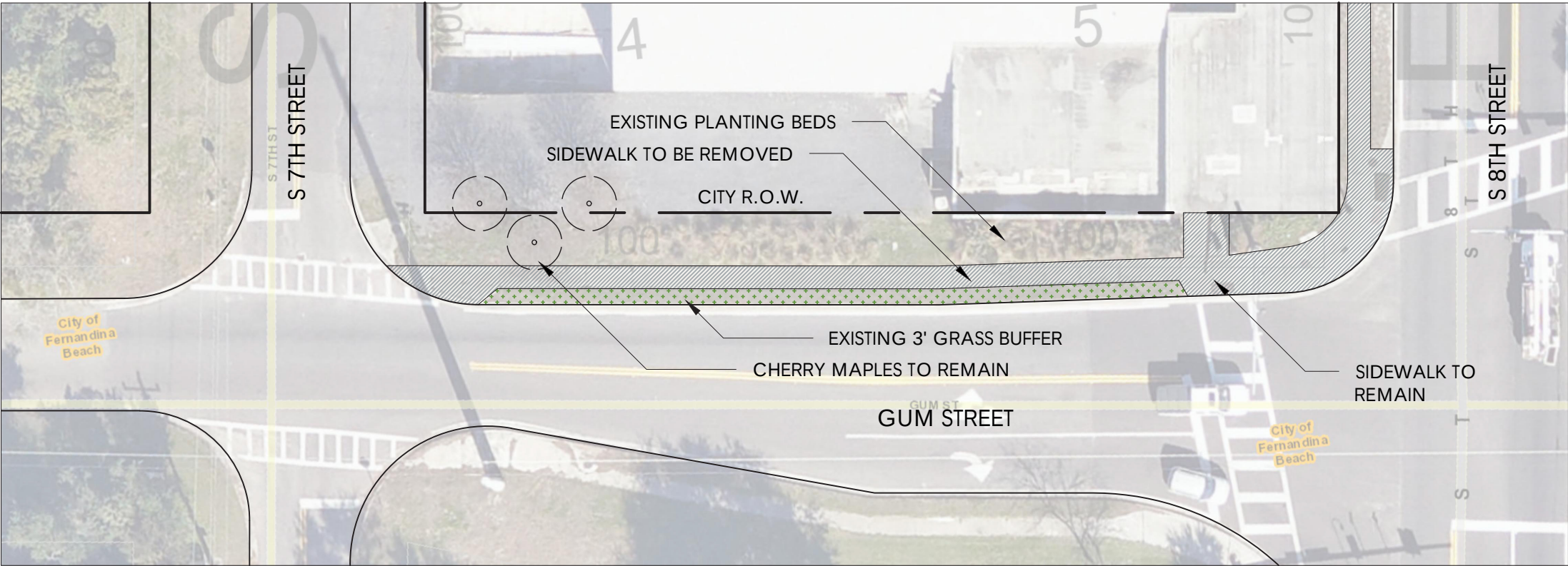
MATCHLINE B, SEE PAGE 10

General Trail Conditions

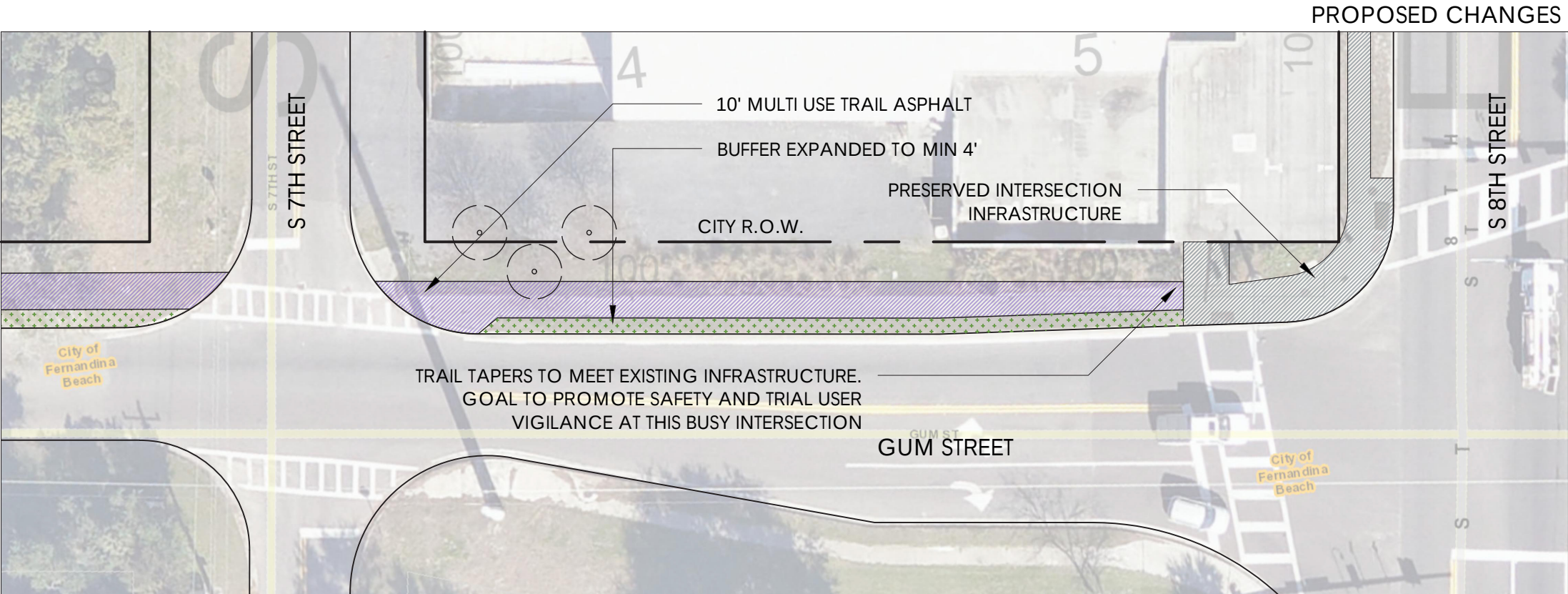
Stormwater Management on S. 3rd Street

The following stormwater modifications and improvements, from the drainage pipe at Cedar Street south to pipe crossing near Fir Street, were identified by Andre Desilet and his crew during a field review of the proposed SDWT in November 2019.

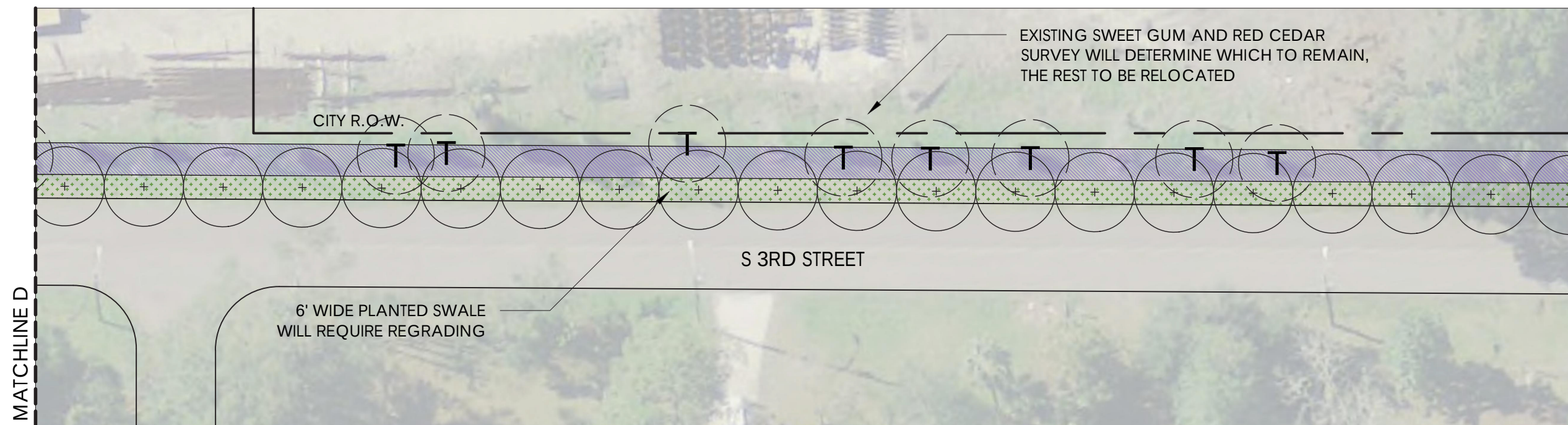
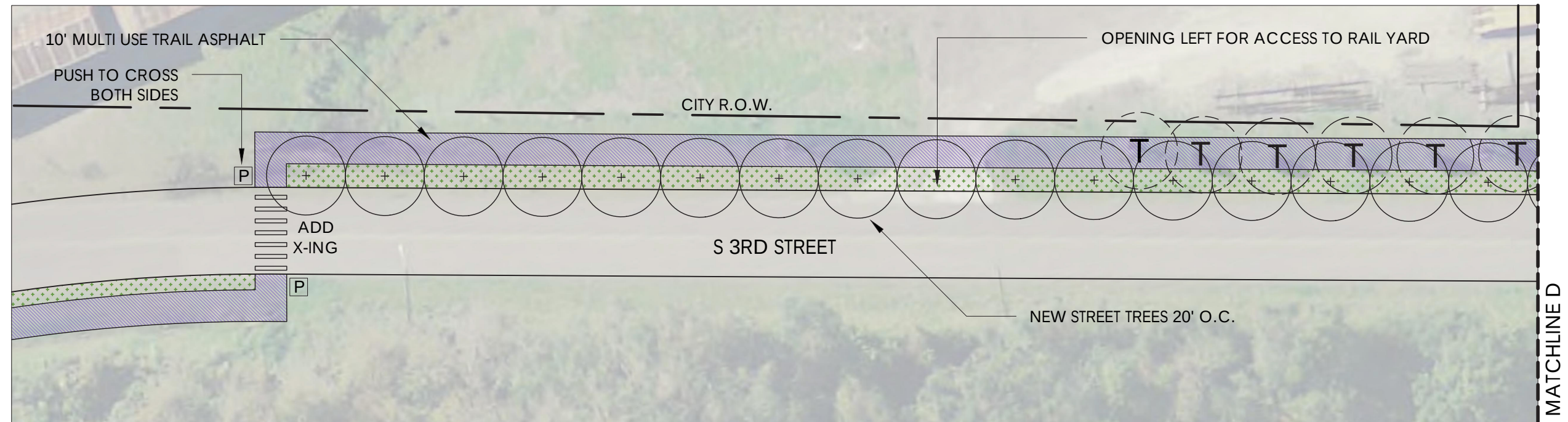
- Regrading existing swale on Date Street right of way west of 3rd Street to connect to the swale feeding the existing 30" pipe to the north.
- New drainage inlets and shallow swales to direct runoff will be needed alongside the SDWT. These will be piped to Date and Cedar and flow to the existing 30" pipe.
- Inlets from Elm Street South will drain across 3rd Street to the existing pipe crossing
- The pipe crossing the railroad near Fir Street is failing and would be replaced by 3 12" pipes installed by directional bore. Logistical issues with the directional bore would require permitting through CSX , and potentially an easement onto the adjacent Rayonier property to construct.
- See page 9, Issue 7: Stormwater for location of additional stormwater challenges and proposed solutions.

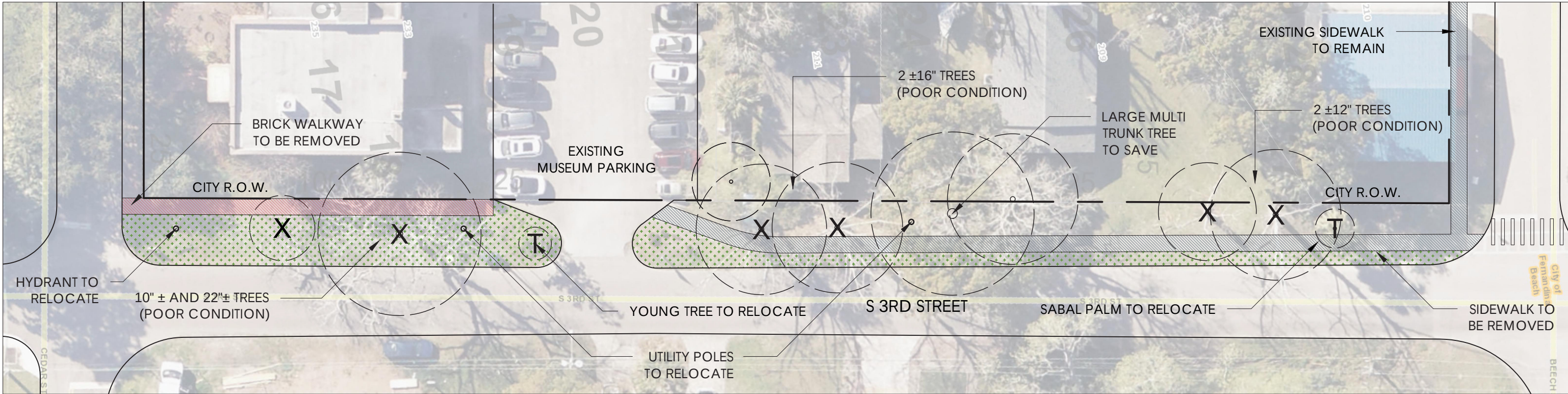


EXISTING CONDITIONS

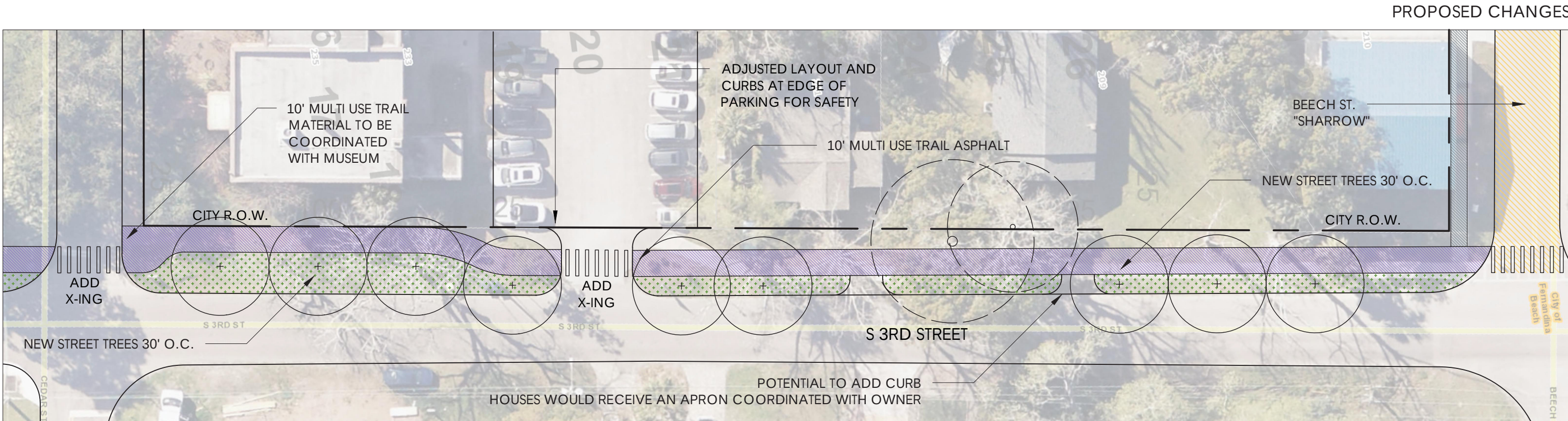


PROPOSED CHANGES

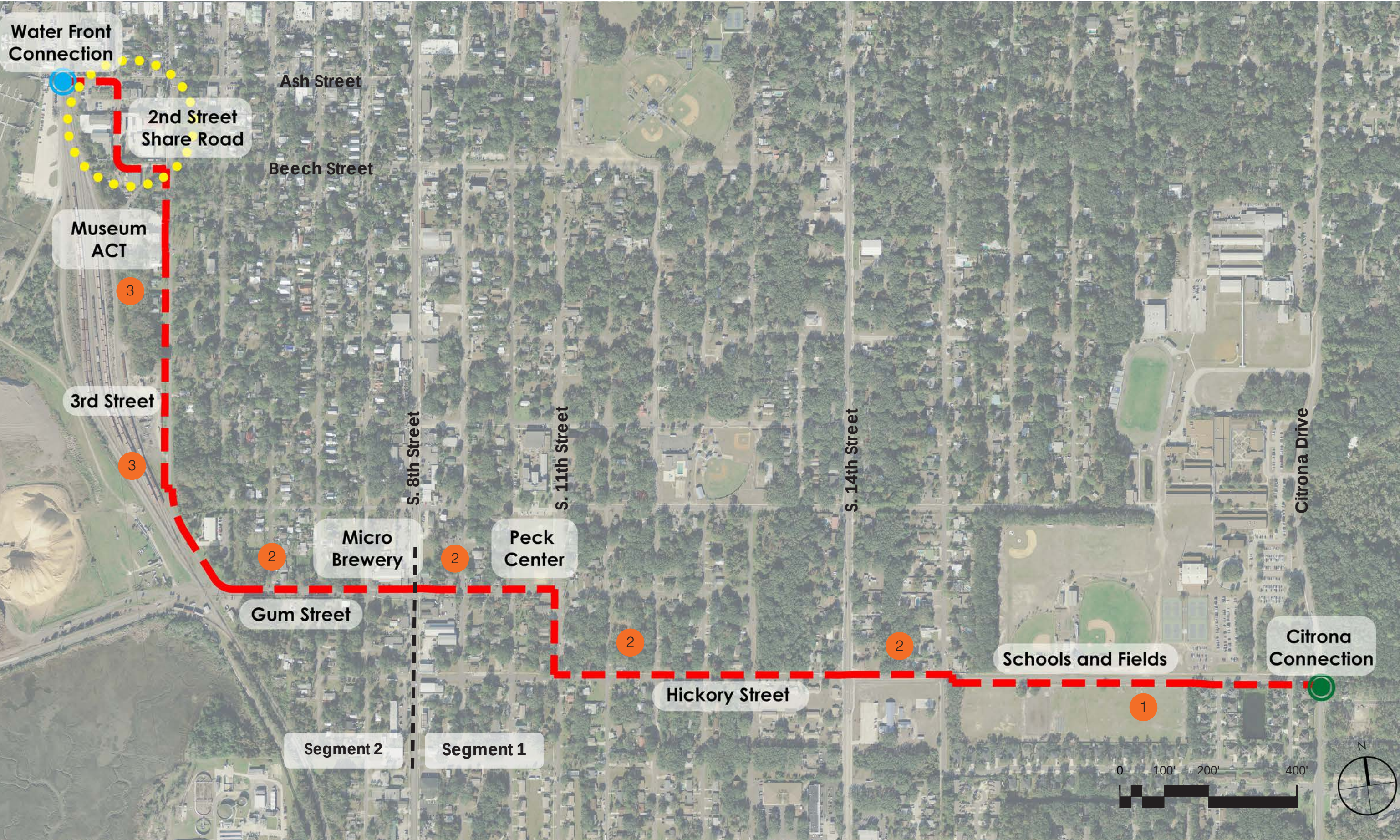




EXISTING CONDITIONS



PROPOSED CHANGES



LOCATION PLAN - TYPICAL TRAIL CROSS SECTIONS TYPES



TRAIL CROSS SECTION ALONG BALLFIELDS AT HICKORY - TYPE 1
 SCALE: 1/4" = 1'-0"



TRAIL CROSS SECTION AT NARROW LOCATIONS - TYPE 2A
SCALE: 1/4" = 1'-0"



TRAIL CROSS SECTION AT NARROW LOCATIONS - TYPE 2B
SCALE: 1/4" = 1'-0"



TRAIL CROSS SECTION AT 16' ROW LOCATIONS - TYPE 3

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



AMELIA ISLAND TRAIL SIGNAGE



OTHER TRAIL SIGNAGE



LASER CUT STEEL PANEL AT LOWER HEIGHT
COULD BE USED TO DEFINE EDGE OF TRAIL IN
NARROW AREAS



MULTI-USE TRAIL WITH PLANTED BUFFER



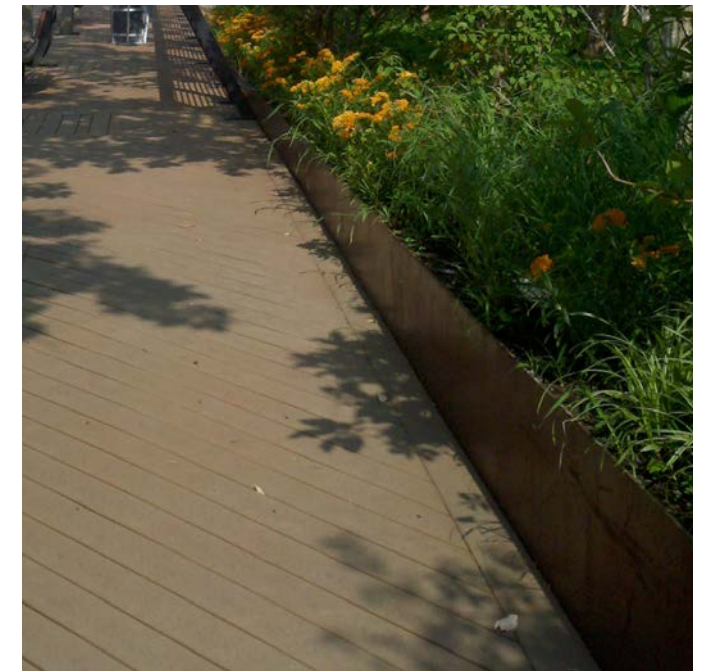
SOLAR POWERED PEDESTRIAN ACTIVATED
CROSSWALK



LO-GLO PATH LIGHTING



HI-GLO PEDESTRIAN LIGHTING



LOW STEEL BARRIER WITH PLANTING

TRAIL EDGE, IDENTITY AND LIGHTING

Schools to Downtown Waterfront Trail Public Meeting & Panel Discussion

A public meeting was held on January 23, 2020 from 6:00-7:30PM at the Peck Center Auditorium. Members of the Community along with the City of Fernandina Beach Staff and representatives from Amelia Island Trail were in attendance. Mike Spino introduced the project and provided an overview of the current and future local and regional trail network. Mike noted that this project is in the beginning stages of planning and that the typical timeline for a project like this from start to completion of construction is 6-8 years. Mike concluded his presentation talking about the value of trails as a means for safe recreation, promoting bike transportation in lieu of cars, and bringing the community together. Sally Coyle presented the proposed plan for the Trail beginning with a detailed description of the Trail layout and summarizing the project challenges. The meeting was then opened up for public comments.



Next Steps:

1. City of Fernandina Beach will continue to lay the groundwork for State grants and local funding. This includes establishing a timeline and milestones.
2. As part of the timeline above, hire a consultant team (landscape architect, civil engineer, and surveyor) to survey and design the Trail including schematic design, design development, and construction documents.
3. As part of #2 above, establish a timeline and milestones for public engagement.
4. Meet with City, County and State officials as required to gather input and gain support for the project.

Public Questions and Concerns:

Teresa Duncan, Chair of Parks and Recreation Advisory Committee (PRAC)

- PRAC heard presentation by Mr. Spino and supports the project. Spoke to the importance of connecting the island.

Commissioner Len Kreger

- Proposal is supported by Comprehensive Plan. Lives on proposed trail path.
- Concern for stormwater issues. Will trail be asphalt or a permeable material?
- Are current sidewalks staying or being replaced?
- Who maintains the 5' landscaped buffer?
- City required public input.

Consultant Response: Trail is currently assumed to be asphalt in most locations, this is what was included in the cost estimate. The option for permeable pavement materials will be contingent on cost, maintenance, and public funding parameters.

Jim Clark, lives at Hickory and Parkview Place W.

- Lives across from school entrance drive. Concerned students will continue to exit through driveway and cross street at that location and not corner.
- 5' buffer + 10' trail too close to some homes.
- Parking for events such as baseball games take up a lot of the right of way. Alternatives would need to be planned for.

Consultant Response: Further study of traffic flow leaving the school will be needed. With this data safety measures can be added to future design iterations.

Robin Lentz, lives at Parkview Place E

- In favor of trail.
- Agrees that students will take the path of least resistance and cross at the driveway.
- Is there a possibility of moving the trail to the north side of the street, adjacent to school?

Consultant Response: The trail could be moved to the north side of Hickory, however due to the presence of utility lines and light posts it would not be possible to keep the trail entirely within the public right of way. Easements with the County and homeowner would be required to meet the 10' path minimum.

Dan, Resident

- How will this connect from Jasmine to Hickory?

Response: The Schools to Downtown Waterfront Trail plan does not include a connection from Jasmine to Hickory. The planned School Trail by Amelia Island Casual Bike Trails along Citrona Dr. will intersect with both Jasmine and Hickory.

Commissioner Chip Ross

- Who is going to pay for this?

Response: Funding through State grants and local funds, as previous trails have been funded. Additionally, some work may be implemented through City departments such as some storm water improvements.

Mrs. Boardman

- Is the route set or preliminary?
- Gum & 3rd are dangerous with all types of truck traffic. Speeding on 3rd is a problem and feels like a poor choice.

Response: The proposed route is not set. Open to all ideas, however due to constraints with grant funding we feel strongly that the proposed route is the best viable option.

Resident 1

- Lives two houses down from museum on 3rd.
- Not against the Trail, but concerned the Trail is going to take up a lot of the streetscape and be unattractive in an area that is currently a pleasant and often used sidewalk in front of residential homes.
- When will design input from citizens occur?
- Has going behind the ACT parking lot been considered?
- Does it have to be asphalt?
- Storm drain on 3rd is a concern.

Response: The ACT Parking lot was considered, but due to the presence of designated wetlands, and the exit being one-way with a blindspot it was taken out of consideration. We feel that the streetscape and aesthetic appearance of the trail should be of high importance. As mentioned before the trail does not have to be asphalt, the Museum provides an opportunity to differentiate the pavement type. The construction phase of this project is many years away, there is plenty of time for continued citizen input and involvement. This project provides opportunities to correct and improve nearby drainage issues.

Thomas Morris – Metropolitan Housing Authority

- Concern with type traffic on walkways. Specifically electric bicycles. Is it safe to allow them on trail?
- Why was Southside Elementary, on Jasmine St., excluded from trail?

Response: Florida law allows for electric bike use up to speeds of 25 mph. Since Hickory was chosen as the main east/west route South side Elementary could be connected through a branched path to Hickory. This connection could be funded through the Safe routes to Schools.

John, Resident

- In response to earlier comments on 3rd St. being too dangerous, “It’s a great street for biking.”

Response: Agreed. It is also noted that the recent increase in police presence is helping with traffic calming.

Mr. Rieboltz, Resident

- Grandchildren play out front, trail will help make it safer for children.

Ms. Addams

- Sidewalk to museum on 3rd heavily traveled.
- Will sidewalk be replaced or trail added?

Response: The existing sidewalk would be taken out and replaced by a 10’ wide multi-use trail.

Peg Davis, Resident, Reporter for the News-Leader

- Is 3rd St. ROW 60’?

Response: This was confirmed by city officials during the meeting.

- How many stop signs would cyclists have to stop at?

Response: The number of stop signs bicycles will have to stop at is unknown, however like the pedestrians it is expected that proper safety precautions be taken when crossing the streets at trail intersections.

- A safer route would be Hickory to 14th to Beech to 8th. Was that considered?

Crossing 8th St. at Beech was considered. The presence of utility poles and right of way encroachment west of 8th made adding a designated trail impossible. Due to the feasibility of having a designated trail along 3rd St. It was our conclusion that having the entirety of Beech be a shared road would make that portion ineligible for SUN Trail grant funding.

Taken from the SUN Trail FAQ: What is ineligible for SUN Trail program funding? Pursuant to the legislation, Section 339.81, F.S., components funded through the SUN Trail program will not include: On-road facilities (such as bicycle lanes of routes other than on-road facilities that are no longer than one-half mile connecting two or more non motorized trails) if the provision of non-road facilities is infeasible and if such on-road facilities are signed and marked for non motorized use.”

Resident 2

- Echoed previous concerns about 3rd St. safety. Former educator worried about high school students crossing street, as well as safety of Gum St. crossing.
- Worried that safety concerns raised in the meeting are being dismissed.

Response: 5’ buffer will be landscaped with street trees. This has a traffic calming effect. The additional safety concerns brought up by residents are recognized and will require further study in future phases.

Phil Scanlan

- Consultant should follow up in writing with questions about safety concerns.

Resident 3

- Safety from 8th/Gum a concern.
- People speed on 3rd.
- Has 15th St. been considered as a route?

Response: 15th St. was not considered as a route.

Trail Advocate Feedback and Follow-up Questions

The following questions were sent to Coyle and Caron after a review of the draft report.

North Side of Hickory

“The volunteer team thinks it would be good to give the City Commissioners a cost estimate for using the north side of Hickory versus the south side between Citrona and 15th. Is it possible to ask Coyle and Caron to run the numbers on the alternative? And give us a comparison to the south side? We think it might involve moving the electrical distribution system for the ball park lighting.”

Response:

The north side of Hickory would require easements from both the school as well as the homeowner on the corner of Hickory and 15th. From the site information currently available, obtaining easements along the school property may allow for the trail to be built without having to move the existing utility poles, however this will have to be confirmed with a survey to make sure that Greenbook horizontal clearance requirements will be met. Further design is required to estimate the cost of this option.

Permeable Paving

“Can Coyle and Caron give us an idea of the cost differential and some alternatives?”

Response:

For permeable paving we looked into Flexi-pave, a product from KB Industries, located in Clearwater. Their product is designed for trail use, and has been used in various locations around Florida. We spoke with their technical representative Jamie, who gave us some basic cost information. KBI has a corporate installation team for their Florida projects. The team is only responsible for laying their product. The product and install cost for Flexi-pave is estimated to be \$9 a square foot. This is only for the Flexi-pave top coat and does not include the cost of site preparation and base courses. Further discussion with FDOT is recommended to clarify whether SUN Trail funding is only for asphalt, or if it covers alternative paving materials.

Jasmine Street

“We think Coyle and Caron had given some thought to the Jasmine alternative. Could we hear their reasoning on why Hickory v. Jasmine?”

Response:

Jasmine Street was not discussed as a route under consideration in the original RFP. This alternative option was brought up and addressed at the community meeting, see the response to Thomas Morris on page 23 for this discussion.

Schools to Downtown Waterfront Trail Cost Opinion Summary

SUBTOTAL					
Segment 1 Citrona to West 8th Street					
024000 Demolition	Demolition of Exsiting Sidewalks, concrete	SF	13,000	\$11.15	\$144,950.00
	Demolition of Curbs, concrete	SF	100	\$4.32	\$432.00
061053 Wood	Decorative Guard Rail 30" Height	LF	300	\$15.30	\$4,590.00
101400 Signage	Trail Signage, wayfinding, incl. sonotube footing	EA	4	\$1,800.00	\$7,200.00
	Traffic Signage (Ped xing)	EA	14	\$420.50	\$5,887.00
211000 Water-Based Fire Supression	Relocation of Fire Hydrants	EA	2	\$755.00	\$1,510.00
260000 Electrical	Street Lighting - single arm downlight, 20' ht. alum. Pole	EA	4	\$5,500.00	\$22,000.00
270000 Communications	Adjustments to Communication Infrastructure in R.O.W.	ALLOW	1	\$15,000.00	\$15,000.00
311000 Selective Tree & Shrub Removal	Citrona Drive & Hickory St. Area	ACRE	0.08	\$9,775.00	\$782.00
312200 Rough Grading	Rough Grading (78,750 SF)	ALLOW	1	\$5,875.00	\$5,875.00
312300 Subgrade Preparation	Grading Excavation	BCY	1,302	\$7.85	\$10,220.70
321100 Base Courses	Asphalt Base Course - 6" deep stonebase	SY	5,834	\$7.40	\$43,171.60
	Concrete Base Course - 6" deep stonebase	SY	485	\$7.40	\$3,589.00
321200 Flexible Paving	Asphalt Trail at 2" thick (LF x 10ft wide)	SY	5,834	\$9.35	\$54,547.90
321300 Rigid Paving	Concrete Curb Ramps	SY	485	\$38.00	\$18,430.00
321613 Curbs & Gutters	Cast-In-Place Concrete Curbs (LF / 50%)	LF	2,625	\$13.40	\$35,175.00
321723 Pavement Marking	High Visibility Crosswalk	EA	14	\$2,500.00	\$35,000.00
	*striped crosswalk (\$800 ea.)				
	Trail Symbols	SF	1,536	\$6.85	\$10,521.60
321726 Tactile Warning Surface	Detectable Warning Surfacing (at each intersection, crosswalk)	SF	725	\$22.00	\$15,950.00
328000 Irrigation	Automatic Irrigation System	SF	5,000	\$1.15	\$5,750.00
	Tree Watering Bags	ALLOW	75	\$18.40	\$1,380.00
329000 Planting	Canopy Trees, 3-3.5" cal.	EA	75	\$800.00	\$60,000.00
	Groundcover/Perennials/Grasses,1 gallon	ALLOW	1	\$5,000.00	\$5,000.00
	Sod	MSF	26	\$345.00	\$8,970.00
	Mulch	CY	62	\$45.00	\$2,790.00
331100 Water Utilities	Relocation of Waterlines in R.O.W.	LF	3,940	\$28.50	\$112,290.00
333000 Sanitary Sewerage Utilities	Relocation of Sanitary Sewerlines in R.O.W.	LF	3,940	\$8.00	\$31,520.00
334000 Storm Drainage Utilities	Relocation of Surface Drains	EA	2	\$1,200.00	\$2,400.00
	Reconfigure 15th and Hickory Storm Culvert	ALLOW	1	\$3,000.00	\$3,000.00
337116 Electrical Utility Poles	Relocation/Replace with New Wood Electric Utility Poles - 30ft high	EA	8	\$1,000.00	\$8,000.00
344113 Traffic Signals Systems	Pedestrian Signals and Callers (Push to Cross)	EA	5	\$6,000.00	\$30,000.00
	*includes four signals with brackets and two call buttons				
Subtotal Direct Costs				\$705,931.80	
Design Contingency				20%	\$141,186.36
Cost of Work Subtotal					\$847,118.16
Escalation Factor (assumed 3%/ year x 1 year)				3%	\$25,413.54
Applied Costs Subtotal 1					\$872,531.70
Construction Manager OH & P Allowance				8%	\$69,802.54
Applied Costs Subtotal 2					\$942,334.24
Permit Fees and Testing Allowance				10%	\$94,233.42
Applied Costs Subtotal 3					\$1,036,567.67
Design, LA/Engineering Fee x Subtotal 1				12%	\$104,703.80
Survey (Boundary, Topography)				ALLOW	\$16,000.00
Construction Subtotal					\$1,157,271.47
TOTAL					\$1,157,271.47

SUBTOTAL					
Segment 2: Gum Street to Ash Street					
024000 Demolition	Demolition of Existing Sidewalks, concrete	SF	3,000	\$11.15	\$33,450.00
	Demolition of Curbs, concrete	SF	100	\$4.32	\$432.00
101400 Signage	Trail Signage, wayfinding, incl. sonotube footing	EA	3	\$1,800.00	\$5,400.00
	Traffic Signage (Ped xing)	EA	7	\$420.50	\$2,943.50
211000 Water-Based Fire Supression	Relocation of Fire Hydrants	EA	6	\$755.00	\$4,530.00
260000 Electrical	Street Lighting - single arm downlight, 20' ht. alum. Pole	EA	20	\$5,500.00	\$110,000.00
	Post Top Pedestrian Lighting - 12' Height	EA	4	\$3,000.00	\$12,000.00
270000 Communications	Adjustments to Communication Infrastructure in R.O.W.	ALLOW	1	\$10,000.00	\$10,000.00
311000 Selective Tree & Shrub Removal	S. 3rd St. & Gum St. Area	ACRE	0.09	\$9,775.00	\$879.75
	S. 3rd St. & Date St. Area	ACRE	0.13	\$9,775.00	\$1,270.75
312200 Rough Grading	Rough Grading (51,000 SF)	ALLOW	1	\$4,225.00	\$4,225.00
312300 Subgrade Preparation	Grading Excavation	BCY	844	\$7.85	\$6,625.40
321000 Base Courses	Asphalt Base Course - 6" deep stonebase	SY	3,778	\$7.40	\$27,957.20
	Concrete Base Course - 6" deep stonebase	SY	217	\$7.40	\$1,605.80
321200 Flexible Paving	Asphalt Trail at 2" thick (LF x 10ft wide)	SY	3,778	\$9.35	\$35,324.30
321300 Rigid Paving	Concrete Curb Ramps	SY	217	\$38.00	\$8,246.00
321613 Curbs & Gutters	Cast-In-Place Concrete Curbs (LF / 50%)	LF	1,700	\$13.40	\$22,780.00
321723 Pavement Marking	High Visibility Crosswalk	EA	7	\$2,500.00	\$17,500.00
	*striped crosswalk (\$800 ea.)				
	Sharrow Symbols	SF	220	\$6.85	\$1,507.00
	Trail Symbols	SF	1,056	\$6.85	\$7,233.60
321726 Tactile Warning Surface	Detectable Warning Surfacing (at each intersection, crosswalk)	EA	110	\$22.00	\$2,420.00
328000 Irrigation	Automatic Irrigation System	SF	3,000	\$1.15	\$3,450.00
	Tree Watering Bags	EA	75	\$18.40	\$1,380.00
329000 Planting	Relocate Trees from S. 3rd Street	ALLOW	1	\$10,000.00	\$10,000.00
	Canopy Trees, 3-3.5" cal.	EA	75	\$800.00	\$60,000.00
	Groundcover/Perennials/Grasses, 1 gallon	ALLOW	1	\$5,000.00	\$5,000.00
	Sod	MSF	17	\$345.00	\$5,865.00
	Mulch	SY	40	\$45.00	\$1,800.00
331100 Water Utilities	Relocation of Waterlines in R.O.W.	LF	2,550	\$28.50	\$72,675.00
333000 Sanitary Sewerage Utilities	Relocation of Sanitary Sewerlines in R.O.W.	LF	2,550	\$8.00	\$20,400.00
334000 Storm Drainage Utilities	Relocation of Surface Drains	EA	2	\$1,200.00	\$2,400.00
	Relocate curb inlets at Gum St. & 7th St., Gum St. & 6th St.	ALLOW	2	\$6,000.00	\$12,000.00
	Reconfigure Legion Driveway Culvert	ALLOW	1	\$3,000.00	\$3,000.00
337116 Electrical Utility Poles	Relocation/Replace with New Wood Electric Utility Poles - 30ft high	EA	5	\$1,000.00	\$5,000.00
344113 Traffic Signals Systems	Pedestrian Signals and Callers (Push to Cross)	EA	2	\$6,000.00	\$12,000.00
	*includes four signals with brackets and two call buttons				
Subtotal Direct Costs				\$531,300.30	
Design Contingency				20%	\$106,260.06
Cost of Work Subtotal					\$637,560.36
Escalation Factor (assumed 3%/ year x 1 year)				3%	\$19,126.81
Applied Costs Subtotal 1					\$656,687.17
Construction Manager OH & P Allowance				8%	\$52,534.97
Applied Costs Subtotal 2					\$709,222.14
Permit Fees and Testing Allowance				10%	\$70,922.21
Applied Costs Subtotal 3					\$780,144.36
Design, LA/Engineering Fee x Subtotal 1				12%	\$78,802.46
3rd Street Drainage Improvements				ALLOW	\$253,145.00
Survey (Boundary, Topography)				ALLOW	\$12,000.00
Construction Subtotal					\$1,124,091.82
TOTAL					\$1,124,091.82
TOTAL FOR SEGMENTS 1 AND 2 OF SDWT					\$2,281,363.29

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 May 2020.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 6/8/2020

Dale L. Martin, City Manager 6/9/2020

Date: October 21, 2019

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

May 2020

Overall: May's report is the eighth month of fiscal year 2019/2020 and represents 66.7% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of May.

The State has been distributing 95% of the forecasted amounts of revenues available for the county and municipal revenue sharing programs. With the decrease in taxable sales activity, and the timing being late in the State's fiscal year, the revenue sharing distributions are being adjusted downward. The State is using a conservative assumption with a reduction of 50% for May and June. There will be a true-up process in August that will fully distribute any remaining 19/20 funds due to the local governments. This will ensure that the County and Municipal Revenue Sharing Trust Funds do not end the year in a deficit. I will continue to keep you informed when additional information is received.

The City's overall expenses are at 52.4% of the budget with a few exceptions noted below. 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 83.1% of the annual budget. This is primarily due to the timing of Property Taxes. For the month of May, 96.7% or just over \$15.2M has been received year-to-date. Local Business Tax revenue is also above the 66.7% mark at 105.0% due to the timing of receipts. The accrual for May's Franchise Fees was recorded for \$140,000. Specific revenue sources we are tracking are detailed below.

	19/20 Budget	May 20 YTD \$	May 20 YTD %	May 19 YTD \$	May 19 YTD %
Local Option Gas Tax	432,084	222,001	51.4%	198,760	50.5%
Small County Surtax (one cent sales tax)	1,965,358	1,189,883	60.5%	1,188,809	60.1%
Half Cent Sales Tax	940,628	555,452	59.1%	573,635	64.5%
Franchise Fees	1,440,000	870,201	60.4%	882,012	61.3%
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, the Information and Technology Department is over the mark due to the annual maintenance and software contracts and communication expenses. The overall General Fund expenses are below the mark at 52.4%

Special Revenue Funds: (100 - 190)

In addition to the \$1.2M property tax levy, the Land Conservation Trust Fund has received \$233,230, year-to-date through May, in donations. This amount includes the funds received from Amelia Bluff and the private anonymous donation. 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)

The semiannual interest payment was paid in October and the principal payment was made April 1st for the GO Bond in the Debt Service Fund – Fund 220. The semiannual interest was paid in March on the Series 2013A Utility Bonds.

Capital Improvement Funds: (300 - 330)

The Capital Improvements Fund - 300, encumbrances have been issued for a generator, new fire truck, sidewalks, street paving, trails, and beach monitoring.

Golf Course: (410)

Revenues exceed expenses due to the transfer from the General Fund. The Golf Course for the month of May opened adhering to the CDC Guidelines due to COVID-19. The margin on Pro Shop Sales is above the budgeted ratio. Food and Beverage is at 20.1% which is below the budget ratio of 28.2%.

Airport: (420)

Revenues exceeded expenses on a year-to-date bases due to payments for rent, land leases and 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 slightly lower than the budgeted ratio. Revenue for Wastewater charges are \$156,455 or 4.1% higher than May 2019 year-to-date.

Water: (460)

As anticipated, expenses exceed revenues year-to-date due to capital improvements, such as the large new reservoir #3 water plant.

Stormwater: (470)

Expenses exceed revenues primarily due to the loss on the disposal of a fixed asset (street sweeper).

Marina: (480)

Although the Marina is still running a deficit, for the month of May, \$51,866 was recorded in transient slip rental fees.

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 May 31, 2020**

66.7%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 15,758,000	\$ 15,244,701	\$ (513,299)	96.7%
Sales /Use/Fuel Taxes	2,622,442	1,411,884	(1,210,558)	53.8%
Franchise Fees	1,460,000	887,864	(572,136)	60.8%
Licenses/Permits	366,750	300,257	(66,493)	81.9%
Intergovernmental	1,882,361	1,481,396	(400,965)	78.7%
Charges for Services	1,408,500	810,188	(598,312)	57.5%
Fines and Forfeitures	21,500	21,214	(286)	98.7%
Other	485,820	127,663	(358,157)	26.3%
Subtotal	24,005,373	20,285,166	(3,720,207)	84.5%
Transfers/Reimbursements				
Utility Tax	1,500,000	1,000,000	(500,000)	66.7%
Sanitation	36,000	24,000	(12,000)	66.7%
Wastewater	360,000	240,000	(120,000)	66.7%
Water	180,000	120,000	(60,000)	66.7%
Total Revenues (excluding cash balance)	26,081,373	21,669,166	(4,412,207)	83.1%
EXPENDITURES:				
City Commission	337,388	185,681	151,707	55.0%
City Clerk	538,003	347,976	190,027	64.7%
City Manager	639,551	287,223	352,328	44.9%
Finance	771,266	508,085	263,181	65.9%
Information and Technology	747,157	484,789	262,368	64.9%
Human Resources	392,609	209,499	183,110	53.4%
City Attorney	344,230	209,703	134,527	60.9%
Planning	655,651	341,768	313,883	52.1%
Facility Maintenance	703,410	437,932	265,478	62.3%
Police	6,110,101	3,573,491	2,536,610	58.5%
Police - Beach Rangers	63,040	11,953	51,087	19.0%
Fire	4,418,308	2,680,640	1,737,668	60.7%
Fire - Ocean Rescue	375,002	114,843	260,159	30.6%
Building / Permitting	45,650	11,381	34,269	24.9%
Code Enforcement	253,405	155,211	98,194	61.3%
Streets	1,775,646	993,415	782,231	55.9%
Downtown	78,964	46,517	32,447	58.9%
Public Assistance	392,000	233,283	158,717	59.5%
Library	14,644	4,171	10,473	28.5%
Recreation	1,373,533	766,903	606,630	55.8%
Parks	1,652,427	821,481	830,946	49.7%
Peck	248,520	120,369	128,151	48.4%
MLK Center	197,395	96,477	100,918	48.9%
Youth	342,847	158,292	184,555	46.2%
Aquatics	337,242	123,066	214,176	36.5%
Non-Departmental	259,320	152,772	106,548	58.9%
Contingency	255,920	0	255,920	
Transfers				
Debt Service	423,376	282,251	141,125	66.7%
Land Conservation	1,207,000	1,207,000	-	100.0%
Historic District Trust	30,000	20,000	10,000	66.7%
Capital Improvements	1,445,000	963,336	481,664	66.7%
Golf	715,000	641,670	73,330	89.7%
Cemetery	11,300	7,533	3,767	66.7%
Marina	300,000	200,000	100,000	66.7%
Subtotal	27,454,905	16,398,713	11,056,192	59.7%
Encumbrances - All Departments		171,275	(171,275)	
Reserves	4,175,767	-	4,175,767	
Total Expenditures (including Encumbrances)	31,630,672	16,569,988	15,060,684	52.4%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,549,299)	5,099,178	10,648,477	
Fund Balance, October 1, 2019 (Cash Balance)				
Unrestricted	5,549,299	5,549,299	-	
Fund Balance, May 31, 2020	<u>\$ -</u>	<u>\$ 10,648,477</u>	<u>\$ 10,648,477</u>	

**City of Fernandina Beach
Revenue Analysis**

GENERAL FUND (001)	Revised Budget	Actuals to March	58.33%	66.67%	YTD to May	VARIANCE Fav/(UnFav)	Percent	Comments
			April Actuals	May Actuals				
General Revenues:								
Property Taxes	\$ 15,758,000	\$ 14,603,430	\$ 411,658	\$ 229,613	\$ 15,244,701	\$ (513,299)	96.7%	
Franchise and Utility Taxes	1,460,000	703,824	98,581	85,459	887,864	(572,136)	60.8%	
Discretionary Sales Surtax	1,965,358	877,223	125,332	187,328	1,189,883	(775,475)	60.5%	
Local Option Sales Tax	432,084	164,110	28,426	29,465	222,001	(210,083)	51.4%	State over-estimated revenue
Insurance Premium Tax	225,000	-	-	-	-	(225,000)	0.0%	Collected in September
	2,622,442	1,041,333	153,758	216,793	1,411,884	(1,210,558)		
Half-Cent Sales Tax	940,628	416,742	70,874	67,836	555,452	(385,176)	59.1%	
State Revenue Sharing	241,733	114,435	19,072	10,379	143,886	(97,847)	59.5%	
DEA	12,500	5,144	-	-	5,144	(7,356)	41.2%	
School Resource Officer	131,200	95,162	7,389	-	102,551	(28,649)	78.2%	
FEMA	435,000	646,074	-	-	646,074	211,074	148.5%	
OHPA - Payment in Lieu	50,000	-	-	-	-	(50,000)	0.0%	In Mediation (FY19, FY20)
Other / Grants	71,300	27,694	16	578	28,288	(43,012)	39.7%	DOS Presevation (\$37.5k)
	1,882,361	1,305,251	97,351	78,793	1,481,395	(400,966)		
Licenses/Permits	366,750	280,249	7,100	12,908	300,257	(66,493)	81.9%	
Charges for Services	1,408,500	710,890	64,785	34,513	810,188	(598,312)	57.5%	Incl Ambulance /Ocean Rescue
Fines and Forfeitures	21,500	19,169	1,358	687	21,214	(286)	98.7%	
Other Miscellaneous	320,820	29,641	9,749	5,305	44,695	(276,125)	13.9%	Beachraker reimb TDC (271k)
Investment Earnings	165,000	67,449	7,680	7,839	82,968	(82,032)	50.3%	
Total General Revenues	24,005,373	18,761,236	852,020	671,910	20,285,166	(3,720,207)	84.5%	

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

66.7%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,441	\$ 186	\$ (2,255)	7.6%
110 Federal Forfeiture	190,385	46,397	(143,988)	24.4%
125 Tree Trust	176,387	102,387	(74,000)	58.0%
126 Historic District (HDC)	51,975	27,799	(24,176)	53.5%
130 CDBG - Economic Development	101,181	2,582	(98,599)	2.6%
135 Land Conservation Trust	1,514,284	1,752,475	238,191	115.7%
140 Building Fees Fund	3,633,742	703,478	(2,930,264)	19.4%
145 Wastewater Impact Fees	1,982,529	377,980	(1,604,549)	19.1%
146 Water Impact Fees	685,141	140,342	(544,799)	20.5%
150 Utility Tax	1,808,526	1,152,649	(655,877)	63.7%
170 Cemetery	1,320,583	93,363	(1,227,220)	7.1%
180 Community Redevelopment Area	55,624	111	(55,513)	0.2%
190 Law Enforcement Recovery	220,749	74,099	(146,650)	33.6%
Total Revenues	\$ 11,743,547	\$ 4,473,848	\$ (7,269,699)	38.1%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,441	-	\$ 2,441	0.0%
110 Federal Forfeiture	190,385	148,183	42,202	77.8%
125 Tree Trust	176,387	9,651	166,736	5.5%
126 Historic District (HDC)	51,975	135	51,840	0.3%
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	653,877	2,979,865	18.0%
145 Wastewater Impact Fees	1,982,529	333,336	1,649,193	16.8%
146 Water Impact Fees	685,141	226,664	458,477	33.1%
150 Utility Tax	1,808,526	1,000,000	808,526	55.3%
170 Cemetery	1,320,583	125,698	1,194,885	9.5%
180 Community Redevelopment Area	55,624	-	55,624	0.0%
190 Law Enforcement Recovery	220,749	149,437	71,312	67.7%
Total Expenditures	\$ 11,743,547	\$ 3,270,830	\$ 8,472,717	27.9%

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 May 31, 2020**

66.7%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 2,592,137	\$ 1,816,017	\$ (776,120)	70.1%
	Expenses				
	General Government	\$ 706,637	\$ 244,060	462,577	34.5%
	Information Technology	125,000	94,444	30,556	75.6%
	Police	55,000	3,751	51,249	6.8%
	Fire	525,000	288,577	236,423	55.0%
	Streets	866,500	597,126	269,374	68.9%
	Recreation	100,000	6,373	93,627	6.4%
	Parks	83,670	250	83,420	0.3%
	Peck	55,330	55,329	1	100.0%
	MLK	75,000	28,916	46,084	38.6%
	Subtotal	<u>2,592,137</u>	<u>1,318,827</u>	<u>1,273,310</u>	<u>50.9%</u>
	Net Revenues(Expenses)	\$ -	\$ 497,190	\$ (497,190)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,585,000	\$ 100,898	\$ (1,484,102)	6.4%
	Admin	1,020,266	73,966	(946,300)	7.2%
	Police	340,431	44,079	(296,352)	12.9%
	Fire	782,072	60,108	(721,964)	7.7%
	Sanitation	-	-	-	0.0%
	Recreation	4,038,460	310,337	(3,728,123)	7.7%
	Subtotal	<u>7,766,229</u>	<u>589,388</u>	<u>(7,176,841)</u>	<u>7.6%</u>
	Expenses				
	Admin	\$ 2,522,166	\$ 48,857	\$ 2,473,309	1.9%
	Police	340,927	-	\$ 340,927	0.0%
	Fire	783,503	113,250	\$ 670,253	14.5%
	Recreation	4,119,633	976,042	\$ 3,143,591	23.7%
	Subtotal	<u>7,766,229</u>	<u>1,138,149</u>	<u>6,628,080</u>	<u>14.7%</u>
	Net Revenues(Expenses)	\$ -	\$ (548,761)	\$ (548,761)	0.0%
330	Wastewater Improvement				
	Revenues	\$ 6,488,400	\$ 1,033,934	\$ (5,454,466)	15.9%
	Expenses	6,488,400	-	6,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 1,033,934	\$ 1,033,934	0.0%

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

66.7%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,367,650	\$ 799,172	\$ (568,478)	58.4%
Operating Expense*	1,450,311	892,566	557,745	61.5%
Operating Income (Loss)	(82,661)	(93,394)	(10,733)	113.0%
Non Operating Income (Expense) & Transfers	554,269	649,483	95,214	117.2%
Change in Net Position	\$ 471,608	\$ 556,089	\$ 84,481	117.9%
Airport Fund 420				
Operating Revenues	\$ 861,302	\$ 605,238	\$ (256,064)	70.3%
Operating Expense*	547,297	313,377	233,920	57.3%
Operating Income (Loss)	314,005	291,861	(22,144)	92.9%
Non Operating Income (Expense) & Transfers	2,534,495	116,780	(2,417,715)	4.6%
Change in Net Position	\$ 2,848,500	\$ 408,642	\$ (2,439,858)	14.3%
Sanitation Fund 440				
Operating Revenues	\$ 2,520,960	\$ 1,752,796	\$ (768,164)	69.5%
Operating Expense*	2,541,048	1,533,822	1,007,226	60.4%
Operating Income (Loss)	(20,088)	218,974	239,062	-1090.1%
Non Operating Income (Expense) & Transfers	19,000	(8,313)	(27,313)	-43.8%
Change in Net Position	\$ (1,088)	\$ 210,661	\$ 211,749	-19362.2%
Wastewater Fund 450				
Operating Revenues	\$ 6,077,167	\$ 4,065,147	\$ (2,012,020)	66.9%
Operating Expense*	2,636,631	1,523,629	1,113,002	57.8%
Operating Income (Loss)	3,440,536	2,541,518	(899,018)	73.9%
Non Operating Income (Expense) & Transfers	(2,788,629)	(1,831,681)	956,948	65.7%
Change in Net Position	\$ 651,907	\$ 709,838	\$ 57,931	108.9%
Water Fund 460				
Operating Revenues	\$ 4,365,617	\$ 2,851,957	\$ (1,513,660)	65.3%
Operating Expense*	2,432,234	1,281,866	1,150,368	52.7%
Operating Income (Loss)	1,933,383	1,570,091	(363,292)	81.2%
Non Operating Income (Expense) & Transfers	(954,684)	(665,538)	289,146	69.7%
Change in Net Position	\$ 978,699	\$ 904,553	\$ (74,146)	92.4%
Stormwater Fund 470				
Operating Revenues	\$ 825,000	\$ 590,523	\$ (234,477)	71.6%
Operating Expense*	1,007,343	441,959	565,384	43.9%
Operating Income (Loss)	(182,343)	148,564	330,907	-81.5%
Non Operating Income (Expense) & Transfers	983,945	575,351	(408,594)	58.5%
Change in Net Position	\$ 801,602	\$ 723,915	\$ (77,687)	90.3%
Marina Fund 480				
Operating Revenues	\$ 1,624,715	\$ 265,823	\$ (1,358,892)	16.4%
Operating Expense*	1,627,020	475,161	1,151,859	29.2%
Operating Income (Loss)	(2,305)	(209,338)	(207,033)	9081.9%
Non Operating Income (Expense) & Transfers	6,842,294	2,497,972	(4,344,322)	36.5%
Change in Net Position	\$ 6,839,989	\$ 2,288,634	\$ (4,551,355)	33.5%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 639,000	\$ 1,000	\$ 638,000	0.2%
Airport Fund 420	2,998,178	270,107	\$ 2,728,071	9.0%
Sanitation Fund 440	15,000	-	15,000	0.0%
Wastewater Fund 450	1,123,500	244,420	879,080	21.8%
Water Fund 460	1,432,115	1,247,770	184,345	87.1%
Stormwater Fund 470	1,454,295	916,943	537,352	63.1%
Marina Fund 480	8,923,465	3,206,496	5,716,969	35.9%
Total Enterprise Funds	\$ 16,585,553	\$ 5,886,736	\$ 10,698,817	35.5%

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

Fund	YTD Revenue Excluding Transfers*	YTD Cost Excluding Transfers**	Net	Transfers In	Transfers Out	Debt Service (including Interest)***	Total
Golf Course (410)	809,556.21	893,693.25	(84,137.04)	641,672.00		2,445.70	555,089.26
Airport (420)	739,833.09	583,483.96	156,349.13			17,814.77	138,534.36
Sanitation (440)	1,768,483.02	1,533,822.09	234,660.93		(24,000.00)		210,660.93
Wastewater (450)	4,152,554.72	1,768,048.52	2,384,506.20		(1,919,088.00)		465,418.20
Water (460)	2,903,402.93	2,529,635.53	373,767.40	400,000.00	(1,116,984.00)		(343,216.60)
Storm Water Management (470)	1,209,087.43	1,358,902.66	(149,815.23)			43,212.72	(193,027.95)
Marina (480)	2,687,501.74	3,681,656.41	(994,154.67)	200,000.00		123,707.19	(917,861.86)

*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

5/31/2020

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,685	Active Customers			\$ 1,074,950.76
544		30	56,904.32	Note - To resume disconnects for nonpay 7/1/20.
190		60	22,014.21	* payment terms + delinquency due to COVID19
140		90	15,742.62	
45		120+	6,318.38	
-				
544		Total	\$ 100,979.53	

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

97 accts.
w/delinquent
balances \$ 11,179.67

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 Dec)	377	74,599.60	3,309.90	2,005.80		7.13%
2019 (thru Dec)	148	44,955.98				0.00%
		\$ 173,697.13	\$ 6,452.46	\$ 11,287.94	\$ 17,740.40	10.21%
Recovered to date		\$ (17,740.40)				
Balance currently at CCI		\$ 155,956.73				

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
76	ALL Customers			\$47,911.80
8		30	8,956.07	(Amelia Island Aviation - acct closed)
7		60	8,471.30	\$ -
2		90	1,719.48	\$ -
2		120+	4,528.58	\$ -
				\$ 8,758.77
8		Sub Total	\$ 23,675.43	\$ 8,758.77
				\$ 32,434.20

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
165	ALL Customers			\$15,722
12		30	(4,062.76)	
		60	766.60	
		90		
		120		
1	David Johnson - In Collec	150+	880.88	
			(2,415.28)	
* Three customers paid in advance \$11,004.37				
Total 13 Customers Total Aging (\$2,415.28)				

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
7	ALL Customers			1,986.44
2		30	198.77	
0		60	-	
1		90	43.85	
0		120+	-	
2		Sub Total	\$ 242.62	

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	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	-15,244,700.52	-229,612.37	0.00	-513,299.48	96.7%*
001 31240		LOCAL OPTION GAS TAX					
	-432,084.00	-432,084.00	-222,001.37	-29,465.33	0.00	-210,082.63	51.4%*
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	-1,189,882.81	-187,327.51	0.00	-775,475.19	60.5%*
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-168,071.25	-1,632.25	0.00	8,071.25	105.0%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,000.00	-3,000.00	-5,879.84	-272.50	0.00	2,879.84	196.0%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-50.00	-50.00	-1,330.63	-52.50	0.00	1,280.63	2661.3%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-2,612.48	0.00	0.00	612.48	130.6%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-2,380.00	-175.00	0.00	-3,620.00	39.7%*
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	-5,953.00	-773.00	0.00	-19,047.00	23.8%*
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	-1,440,000.00	-870,201.40	-83,390.97	0.00	-569,798.60	60.4%*
001 32340		FRANCHISE FEES GAS					
	-20,000.00	-20,000.00	-17,662.24	-2,067.12	0.00	-2,337.76	88.3%*
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	-26,325.00	-2,400.00	0.00	8,325.00	146.3%
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	-900.00	-300.00	0.00	-1,300.00	40.9%*
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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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32917		BOA APP FEES-RESIDENTIAL					
	-11,050.00	-11,050.00	-5,100.00	-850.00	0.00	-5,950.00	46.2%*
001 32918		ZONING CERTIFICATION FEE					
	-3,200.00	-3,200.00	-1,300.00	0.00	0.00	-1,900.00	40.6%*
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	-850.00	0.00	0.00	-3,000.00	22.1%*
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	-19,400.00	-3,000.00	0.00	-2,300.00	89.4%*
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	-1,600.00	0.00	0.00	1,600.00	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	-1,600.00	0.00	0.00	-400.00	80.0%*
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	-3,851.00	0.00	0.00	-649.00	85.6%*
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-310.00	-150.00	0.00	-1,690.00	15.5%*
001 32992		FIRE MARSHALL'S FEES					
	-35,000.00	-35,000.00	-43,126.80	-3,282.30	0.00	8,126.80	123.2%
001 32995		ADDRESS ASSIGNMENT					
	-1,000.00	-1,000.00	-60.00	-20.00	0.00	-940.00	6.0%*
001 33120		FEMA GRANT					
	0.00	-435,000.00	-646,074.44	0.00	0.00	211,074.44	148.5%
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	-555,451.61	-67,836.08	0.00	-385,176.39	59.1%*
001 33512		STATE REVENUE SHARING PROCEED					
	-241,733.00	-241,733.00	-143,886.58	-10,379.49	0.00	-97,846.42	59.5%*
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-495.61	-5.50	0.00	-304.39	62.0%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-21,972.36	-573.34	0.00	-1,027.64	95.5%*
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-5,820.00	0.00	0.00	-4,180.00	58.2%*
001 33720		SCHOOL RESOURCE OFFICER					
	-131,200.00	-131,200.00	-102,551.74	0.00	0.00	-28,648.26	78.2%*
001 33721		DEA REIMBURSEMENT					
	-12,500.00	-12,500.00	-5,143.72	0.00	0.00	-7,356.28	41.1%*
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-130,000.00	-130,000.00	-20,788.81	-4,206.61	0.00	-109,211.19	16.0%*
001 33910		OCEAN, HIGHWAY AND PRT AUTHORIT					
	-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	-382,893.10	-33,499.53	0.00	-67,106.90	85.1%*
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	-112,591.06	-5,220.00	0.00	-47,408.94	70.4%*
001 34701		TRUST ACTIVITIES TAXABLE					
	-23,000.00	-23,000.00	-23,705.11	-18.73	0.00	705.11	103.1%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-8,493.08	3,124.07	0.00	-3,506.92	70.8%*
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	-3,041.00	19.00	0.00	3,041.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-8,000.00	-8,000.00	-4,497.50	10.00	0.00	-3,502.50	56.2%*
001 34705		SOFTBALL COMPLEX					
	-500.00	-500.00	-110.00	0.00	0.00	-390.00	22.0%*
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	-4,715.99	0.00	0.00	-5,284.01	47.2%*
001 34721		PECK RENTS					
	-8,000.00	-8,000.00	-835.00	0.00	0.00	-7,165.00	10.4%*
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-12,950.40	-1,308.24	0.00	-12,049.60	51.8%*
001 34723		PECK TRUST TAXABLE					
	-6,500.00	-6,500.00	-4,590.07	0.00	0.00	-1,909.93	70.6%*
001 34724		PECK TRUST NON-TAXABLE					
	-42,000.00	-42,000.00	-15,263.00	1,955.00	0.00	-26,737.00	36.3%*
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-2,084.70	0.00	0.00	-2,415.30	46.3%*
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-1,008.00	131.00	0.00	1,008.00	100.0%

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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	-16,025.00	337.00	0.00	3,525.00	128.2%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	-17,000.00	-34.87	8,603.80	0.00	-16,965.13	.2%*
001 34731		YOUTH CAMPS					
	-310,000.00	-310,000.00	-135,756.15	1,308.53	0.00	-174,243.85	43.8%*
001 34741		AQUATICS TRUST NON-TAXABLE					
	-116,000.00	-116,000.00	-36,829.40	-1,248.40	0.00	-79,170.60	31.7%*
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-22,295.99	-3,599.36	0.00	-31,704.01	41.3%*
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	-900.00	-900.00	0.00	900.00	100.0%
001 34745		GREENWAY					
	0.00	0.00	-205.00	0.00	0.00	205.00	100.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-193.00	0.00	0.00	193.00	100.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	-7,737.13	-319.52	0.00	-262.87	96.7%*
001 35115		PARKING TICKETS					
	-11,000.00	-11,000.00	-11,091.50	-115.00	0.00	91.50	100.8%
001 35120		POLICE EDUCATION					
	-1,500.00	-1,500.00	-1,003.47	-74.03	0.00	-496.53	66.9%*
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,000.00	-1,000.00	-1,382.00	-178.00	0.00	382.00	138.2%
001 36110		INTEREST					
	-165,000.00	-165,000.00	-82,968.66	-7,838.92	0.00	-82,031.34	50.3%*
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	-13,886.25	-1,983.75	0.00	-9,913.75	58.3%*
001 36990		OTHER REVENUE					
	-15,026.00	-15,026.00	-16,873.41	-3,303.89	0.00	1,847.41	112.3%
001 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-5,201.00	0.00	0.00	5,201.00	100.0%
001 36995		LATE FEES					
	0.00	0.00	-3.41	0.00	0.00	3.41	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-125.00	-16.00	0.00	25.00	125.0%
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	-1,000,000.00	-125,000.00	0.00	-500,000.00	66.7%*
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-24,000.00	-3,000.00	0.00	-12,000.00	66.7%*



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-240,000.00	-30,000.00	0.00	-120,000.00	66.7%*
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-120,000.00	-15,000.00	0.00	-60,000.00	66.7%*
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	-31,623,172.00	-21,660,560.58	-844,906.84	0.00	-9,962,611.42	68.5%
TOTAL REVENUES	-31,188,172.00	-31,623,172.00	-21,660,560.58	-844,906.84	0.00	-9,962,611.42	
0012200 FIRE							
0012200 36993		DONATIONS/CONTRIBUTIONS					
	-7,500.00	-7,500.00	-8,605.62	0.00	0.00	1,105.62	114.7%
TOTAL FIRE	-7,500.00	-7,500.00	-8,605.62	0.00	0.00	1,105.62	114.7%
TOTAL REVENUES	-7,500.00	-7,500.00	-8,605.62	0.00	0.00	1,105.62	
GRAND TOTAL	-31,195,672.00	-31,630,672.00	-21,669,166.20	-844,906.84	0.00	-9,961,505.80	68.5%

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Revenue	Amount	% Used
Revised Budget	(\$31,630,672.00)	65.8%
Less: Cash Balance Forward		
38910	5,549,299.00	
38911	.00	
Revised Budget excluding Cash	(\$26,081,373.00)	
YTD Actual Revenue	(\$21,669,166.20)	83.1%

Revised Budget excluding Cash	(\$26,081,373.00)
Less: YTD Expenditures	16,398,715.39
Net (Revenues) Expenditures	(\$ 9,682,657.61)

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION 322,388.00	337,388.00	185,681.01	13,788.36	0.00	151,706.99	55.0%
0011200 CITY CLERK 538,003.00	538,003.00	347,976.18	30,039.01	0.00	190,026.82	64.7%
0011210 CITY MANAGER 639,551.00	639,551.00	287,223.19	29,148.33	14,887.50	337,440.31	47.2%
0011300 FINANCE 771,266.00	771,266.00	508,084.59	61,252.77	0.00	263,181.41	65.9%
0011310 INFORMATION TECHNOLOGY 747,157.00	747,157.00	484,788.57	59,718.19	16,216.70	246,151.73	67.1%
0011350 HUMAN RESOURCES 392,609.00	392,609.00	209,499.10	13,658.64	0.00	183,109.90	53.4%
0011400 CITY ATTORNEY 344,230.00	344,230.00	209,703.27	22,165.22	0.00	134,526.73	60.9%
0011500 PLANNING 655,651.00	655,651.00	341,767.68	32,141.36	0.00	313,883.32	52.1%
0011910 NON DEPARTMENTAL 259,320.00	259,320.00	152,772.24	4,662.76	5,912.80	100,634.96	61.2%
0011930 FACILITIES MAINTENANCE 689,730.00	703,410.00	437,932.45	46,561.82	0.00	265,477.55	62.3%
0012100 POLICE 6,110,101.00	6,110,101.00	3,573,491.26	380,436.44	50,721.65	2,485,888.09	59.3%
0012101 POLICE RANGERS 63,040.00	63,040.00	11,953.17	3,546.81	0.00	51,086.83	19.0%
0012200 FIRE 4,418,808.00	4,418,308.00	2,680,639.87	309,483.18	28,330.52	1,709,337.61	61.3%
0012201 FIRE OCEAN RESCUE 363,502.00	375,002.00	114,843.43	47,269.10	0.00	260,158.57	30.6%
0012400 BUILDING / PERMITTING 20,250.00	45,650.00	11,381.20	4,412.83	2,292.21	31,976.59	30.0%
0012420 CODE ENFORCEMENT 253,405.00	253,405.00	155,211.02	18,234.61	0.00	98,193.98	61.3%
0014100 STREETS 1,775,646.00	1,775,646.00	993,415.43	101,262.82	19,112.88	763,117.69	57.0%
0015200 DOWNTOWN 78,964.00	78,964.00	46,517.05	3,647.42	0.00	32,446.95	58.9%
0015640 PUBLIC ASSISTANCE 128,000.00	392,000.00	233,283.27	83,000.00	0.00	158,716.73	59.5%
0017100 LIBRARY 14,644.00	14,644.00	4,170.88	283.00	0.00	10,473.12	28.5%
0017200 RECREATION 1,372,394.00	1,373,533.00	766,903.42	78,141.90	1.00	606,628.58	55.8%
0017210 PARKS 1,653,362.00	1,652,427.00	821,480.77	69,040.92	33,800.00	797,146.23	51.8%



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0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	248,706.00	248,520.00	120,369.30	9,209.58	0.00	128,150.70	48.4%
0017225 MLK CENTER	197,413.00	197,395.00	96,476.61	10,452.80	0.00	100,918.39	48.9%
0017230 YOUTH	342,847.00	342,847.00	158,292.19	18,556.60	0.00	184,554.81	46.2%
0017240 AQUATICS	337,242.00	337,242.00	123,066.24	10,947.01	0.00	214,175.76	36.5%
0018100 INTERFUND TRANSFERS OUT	3,636,676.00	4,131,676.00	3,321,792.00	202,474.00	0.00	809,884.00	80.4%
0018200 CONTINGENCIES	150,000.00	255,920.00	0.00	0.00	0.00	255,920.00	.0%
0018300 RESERVES	4,670,767.00	4,175,767.00	0.00	0.00	0.00	4,175,767.00	.0%
GRAND TOTAL	31,195,672.00	31,630,672.00	16,398,715.39	1,663,535.48	171,275.26	15,060,681.35	52.4%

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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	-174.00	0.00	0.00	34.00	124.3%
100 36110		INTEREST					
	0.00	0.00	-12.08	-1.53	0.00	12.08	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	-186.08	-1.53	0.00	186.08	100.0%
TOTAL REVENUES							
	-2,441.00	-2,441.00	-186.08	-1.53	0.00	-2,254.92	
TOTAL EXPENSES							
	2,441.00	2,441.00	0.00	0.00	0.00	2,441.00	
GRAND TOTAL							
	0.00	0.00	-186.08	-1.53	0.00	186.08	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	-26,725.69	-4,823.97	0.00	1,725.69	106.9%
110 36110		INTEREST					
	0.00	0.00	-594.20	-47.77	0.00	594.20	100.0%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-19,077.45	-5,194.55	0.00	19,077.45	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	8,800.00	659.44	0.00	0.00	8,140.56	7.5%
110 56400		MACH/EQUIP					
	148,500.00	148,500.00	147,523.18	0.00	0.00	976.82	99.3%
110 56401		EQUIP-NON CAPITAL					
	0.00	6,200.00	0.00	0.00	6,092.00	108.00	98.3%
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	101,785.28	-10,066.29	6,092.00	-107,877.28	100.0%
TOTAL REVENUES							
	-190,385.00	-190,385.00	-46,397.34	-10,066.29	0.00	-143,987.66	
TOTAL EXPENSES							
	190,385.00	190,385.00	148,182.62	0.00	6,092.00	36,110.38	
GRAND TOTAL							
	0.00	0.00	101,785.28	-10,066.29	6,092.00	-107,877.28	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	-101,295.00	-2,985.00	0.00	48,915.00	193.4%
125 36110		INTEREST					
	0.00	0.00	-1,091.64	-161.13	0.00	1,091.64	100.0%
125 38910		CASH BALANCE FORWARD					
	-124,007.00	-124,007.00	0.00	-4,830.00	0.00	-124,007.00	.0%*
125 53100		PROFESSIONAL SERVICES					
	10,000.00	10,000.00	5,830.00	5,830.00	0.00	4,170.00	58.3%
125 54970		PROGRAM COSTS					
	6,900.00	6,900.00	3,740.42	0.00	0.00	3,159.58	54.2%
125 55200		OPERATING SUPPLIES					
	3,900.00	3,900.00	80.97	0.00	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	-92,735.25	-2,146.13	0.00	92,735.25	100.0%
TOTAL REVENUES							
	-176,387.00	-176,387.00	-102,386.64	-7,976.13	0.00	-74,000.36	
TOTAL EXPENSES							
	176,387.00	176,387.00	9,651.39	5,830.00	0.00	166,735.61	
GRAND TOTAL							
	0.00	0.00	-92,735.25	-2,146.13	0.00	92,735.25	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	-4,980.00	-1,000.00	0.00	4,980.00	100.0%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	-2,700.00	0.00	0.00	1,000.00	158.8%
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	-119.27	-21.45	0.00	119.27	100.0%
126 38101		FROM GENERAL FUND					
	-30,000.00	-30,000.00	-20,000.00	-2,500.00	0.00	-10,000.00	66.7%*
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	135.00	0.00	0.00	32,865.00	.4%
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	-27,664.27	-3,521.45	0.00	27,664.27	100.0%
TOTAL REVENUES							
	-51,975.00	-51,975.00	-27,799.27	-3,521.45	0.00	-24,175.73	
TOTAL EXPENSES							
	51,975.00	51,975.00	135.00	0.00	0.00	51,840.00	
GRAND TOTAL							
	0.00	0.00	-27,664.27	-3,521.45	0.00	27,664.27	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	-2,582.23	-323.66	0.00	2,582.23	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	101,181.00	0.00	100.0%
TOTAL CDBG ECON DEV	0.00	0.00	-2,582.23	-323.66	101,181.00	-98,598.77	100.0%
	TOTAL REVENUES						
	-101,181.00	-101,181.00	-2,582.23	-323.66	0.00	-98,598.77	
	TOTAL EXPENSES						
	101,181.00	101,181.00	0.00	0.00	101,181.00	0.00	
	GRAND TOTAL						
	0.00	0.00	-2,582.23	-323.66	101,181.00	-98,598.77	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	-4,961.20	-692.81	0.00	4,961.20	100.0%
135 36601		DONATIONS/LAND CONSERVATION					
	0.00	0.00	-233,230.00	-1,000.00	0.00	233,230.00	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	-1,128,625.70	-1,692.81	0.00	1,128,625.70	100.0%
TOTAL REVENUES							
	-1,207,000.00	-1,514,284.00	-1,752,474.95	-1,692.81	0.00	238,190.95	
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	-1,128,625.70	-1,692.81	0.00	1,128,625.70	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 32200		BUILDING PERMITS					
	-655,000.00	-655,000.00	-359,486.85	-30,539.25	0.00	-295,513.15	54.9%*
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-300,000.00	-300,000.00	-144,160.00	-11,611.50	0.00	-155,840.00	48.1%*
140 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	-7,500.00	-3,196.00	-650.00	0.00	-4,304.00	42.6%*
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	-5,000.00	-20,978.00	-1,852.00	0.00	15,978.00	419.6%
140 32207		BUILDING PERMIT-REINSPECTION					
	-3,500.00	-3,500.00	-1,680.00	-245.00	0.00	-1,820.00	48.0%*
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-100.00	-100.00	-420.00	-70.00	0.00	320.00	420.0%
140 32903		SIGN PERMITS					
	-2,250.00	-2,250.00	-2,704.00	0.00	0.00	454.00	120.2%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-41,090.00	-3,710.00	0.00	-18,910.00	68.5%*
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-3,600.00	-300.00	0.00	-4,900.00	42.4%*
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-8,960.00	-960.00	0.00	-5,040.00	64.0%*
140 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-2,700.00	-300.00	0.00	-3,300.00	45.0%*
140 32911		MECHANICAL					
	-75,000.00	-75,000.00	-29,221.00	-2,720.00	0.00	-45,779.00	39.0%*
140 32912		PLUMBING PERMITS					
	-35,000.00	-35,000.00	-20,246.00	-2,110.00	0.00	-14,754.00	57.8%*
140 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	-25,000.00	-18,970.00	-413.00	0.00	-6,030.00	75.9%*
140 32920		CDD COPIES MADE FEE					
	0.00	0.00	-379.45	0.00	0.00	379.45	100.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-3,624.77	0.00	0.00	1,624.77	181.2%
140 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-535.00	-135.00	0.00	-465.00	53.5%*
140 36110		INTEREST					
	0.00	0.00	-16,796.07	-2,054.03	0.00	16,796.07	100.0%
140 36992		GAIN ON SALE OF ASSET					
	-24,000.00	-24,000.00	-24,731.00	0.00	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%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 51200	658,235.00	SALARIES 658,235.00	316,341.64	39,388.85	0.00	341,893.36	48.1%
140 51350	40,164.00	PART-TIME 40,164.00	7,697.10	0.00	0.00	32,466.90	19.2%
140 51400	5,000.00	OVERTIME 5,000.00	6,108.81	810.82	0.00	-1,108.81	122.2%*
140 52100	53,810.00	FICA 53,810.00	24,184.25	2,934.96	0.00	29,625.75	44.9%
140 52200	150,472.00	RETIREMENT 150,472.00	77,259.01	9,631.83	0.00	73,212.99	51.3%
140 52300	121,789.00	HEALTH INSUR 121,789.00	64,429.29	7,653.67	0.00	57,359.71	52.9%
140 52301	3,493.00	LIFE INSUR 3,493.00	1,847.64	219.49	0.00	1,645.36	52.9%
140 52400	10,412.00	WORKERS' COMP 10,412.00	6,944.00	868.00	0.00	3,468.00	66.7%
140 53100	137,000.00	PROFESSIONAL SERVICES 388,400.00	32,407.66	4,143.75	83,400.00	272,592.34	29.8%
140 53400	109,325.00	CONTRACTUAL 101,825.01	22,012.13	501.30	0.00	79,812.88	21.6%
140 54000	49,040.00	TRAINING/TRAVEL 49,040.00	9,046.60	-1,795.00	0.00	39,993.40	18.4%
140 54100	647.00	COMM - PHONE/FAX/ALARM 647.00	631.32	18.45	0.00	15.68	97.6%
140 54101	4,920.00	COMMUNICATIONS-CELLULAR 12,419.99	5,752.36	763.06	0.00	6,667.63	46.3%
140 54500	8,470.00	INSURANCE 8,470.00	5,648.00	706.00	0.00	2,822.00	66.7%
140 54610	0.00	R/M BLDG & GROUNDS 17,365.00	0.00	0.00	0.00	17,365.00	.0%
140 54620	685.00	R/M EQUIPMENT 685.00	0.00	0.00	0.00	685.00	.0%
140 54630	1,200.00	R/M VEHICLES-LABOR 2,400.00	1,384.00	0.00	0.00	1,016.00	57.7%
140 54640	500.00	R/M VEHICLES-PARTS 8,150.00	4,134.45	0.00	0.00	4,015.55	50.7%
140 54700	9,675.00	PRINTING 2,175.01	0.00	0.00	0.00	2,175.01	.0%
140 54934	20,825.00	LEGAL/CONTRACTUAL 20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100	5,000.00	OFFICE SUPPLIES 5,000.00	2,198.88	0.00	0.00	2,801.12	44.0%
140 55200	8,680.00	OPERATING SUPPLIES 78,179.99	23,782.58	7,806.31	62,000.00	-7,602.59	109.7%*



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55210		UNIFORMS					
	4,350.00	4,350.00	1,483.41	80.00	0.00	2,866.59	34.1%
140 55230		GAS/OIL					
	3,500.00	4,000.00	2,141.04	229.55	0.00	1,858.96	53.5%
140 55400		BOOKS/SUBS/DUES					
	21,000.00	21,000.00	4,615.44	162.93	0.00	16,384.56	22.0%
140 56400		EQUIPMENT					
	30,000.00	124,671.00	29,437.30	0.00	94,670.85	562.85	99.5%
140 56401		NON CAP EQUIP					
	5,400.00	5,400.00	4,389.96	0.00	0.00	1,010.04	81.3%
140 59990		RESERVE					
	2,170,150.00	1,735,364.00	0.00	0.00	0.00	1,735,364.00	.0%
TOTAL BUILDING FEES FUND	0.00	0.00	-3,300,463.52	16,454.19	240,070.85	3,060,392.67	100.0%
TOTAL REVENUES	-3,633,742.00	-3,633,742.00	-3,954,340.39	-57,669.78	0.00	320,598.39	
TOTAL EXPENSES	3,633,742.00	3,633,742.00	653,876.87	74,123.97	240,070.85	2,739,794.28	
GRAND TOTAL	0.00	0.00	-3,300,463.52	16,454.19	240,070.85	3,060,392.67	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	-7,758.94	-909.69	0.00	-3,041.06	71.8%*
145 36310		IMPACT FEES- INCORPORATED AREA					
	-464,200.00	-464,200.00	-347,469.01	-21,902.81	0.00	-116,730.99	74.9%*
145 36311		IMPACT FEES- UNINCORPORATED					
	-72,531.00	-72,531.00	-22,752.27	-3,206.69	0.00	-49,778.73	31.4%*
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	333,336.00	41,667.00	0.00	166,664.00	66.7%
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	-44,644.22	15,647.81	0.00	44,644.22	100.0%
	TOTAL REVENUES						
	-1,982,529.00	-1,982,529.00	-377,980.22	-26,019.19	0.00	-1,604,548.78	
	TOTAL EXPENSES						
	1,982,529.00	1,982,529.00	333,336.00	41,667.00	0.00	1,649,193.00	
	GRAND TOTAL	0.00	-44,644.22	15,647.81	0.00	44,644.22	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	-2,102.13	-215.91	0.00	2,102.13	100.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-191,800.00	-191,800.00	-130,182.40	-7,209.09	0.00	-61,617.60	67.9%*
146 36311		IMPACT FEES- UNINCORPORATED					
	-59,937.00	-59,937.00	-8,057.94	-108.18	0.00	-51,879.06	13.4%*
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	226,664.00	28,333.00	0.00	113,336.00	66.7%
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	86,321.53	20,799.82	0.00	-86,321.53	100.0%
TOTAL REVENUES							
	-685,141.00	-685,141.00	-140,342.47	-7,533.18	0.00	-544,798.53	
TOTAL EXPENSES							
	685,141.00	685,141.00	226,664.00	28,333.00	0.00	458,477.00	
GRAND TOTAL							
	0.00	0.00	86,321.53	20,799.82	0.00	-86,321.53	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	-570,408.86	-80,436.34	0.00	-129,967.14	81.4%*
150 31420		TELEPHONE MUNICIPAL TAX					
	-659,022.00	-659,022.00	-480,530.81	-61,549.56	0.00	-178,491.19	72.9%*
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	-99,858.25	-12,548.59	0.00	-10,141.75	90.8%*
150 36110		INTEREST					
	0.00	0.00	-2,048.27	-297.64	0.00	2,048.27	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	1,000,000.00	125,000.00	0.00	500,000.00	66.7%
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	-152,648.99	-29,832.13	0.00	152,648.99	100.0%
TOTAL REVENUES							
	-1,808,526.00	-1,808,526.00	-1,152,648.99	-154,832.13	0.00	-655,877.01	
TOTAL EXPENSES							
	1,808,526.00	1,808,526.00	1,000,000.00	125,000.00	0.00	808,526.00	
GRAND TOTAL							
	0.00	0.00	-152,648.99	-29,832.13	0.00	152,648.99	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	-2,640.00	-240.00	0.00	-360.00	88.0%*
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-2,080.00	-200.00	0.00	-120.00	94.5%*
170 34570		PERPETUAL CARE					
	-50,000.00	-50,000.00	-25,042.50	-2,455.95	0.00	-24,957.50	50.1%*
170 34580		SALE OF LOTS					
	-82,500.00	-82,500.00	-40,401.44	-4,561.06	0.00	-42,098.56	49.0%*
170 36110		INTEREST					
	-10,000.00	-10,000.00	-11,801.17	-651.19	0.00	1,801.17	118.0%
170 36120		UNREALIZED GAIN					
	0.00	0.00	-3,862.23	563.25	0.00	3,862.23	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-7,536.00	-942.00	0.00	-3,764.00	66.7%*
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	48,078.72	5,878.42	0.00	29,083.28	62.3%
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	3,350.98	407.08	0.00	2,705.02	55.3%
170 52200		RETIREMENT					
	18,488.00	18,488.00	11,520.34	1,408.47	0.00	6,967.66	62.3%
170 52300		HEALTH INSUR					
	26,712.00	26,712.00	17,808.00	2,226.00	0.00	8,904.00	66.7%
170 52301		LIFE INSUR					
	431.00	431.00	288.58	36.19	0.00	142.42	67.0%
170 52400		WORKERS' COMP					
	7,006.00	7,006.00	4,672.00	584.00	0.00	2,334.00	66.7%
170 53200		AUDITING					
	2,265.00	2,265.00	1,512.00	189.00	0.00	753.00	66.8%
170 53400		CONTRACTUAL					
	8,588.00	8,588.00	5,032.20	54.64	0.00	3,555.80	58.6%
170 54101		COMMUNICATIONS-CELLULAR					
	0.00	50.00	8.97	1.77	0.00	41.03	17.9%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	724.73	115.15	0.00	3,075.27	19.1%



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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	112.01	12.12	0.00	887.99	11.2%
170 54500		INSURANCE					
	2,834.00	2,834.00	1,888.00	236.00	0.00	946.00	66.6%
170 54610		R/M BLDG & GROUNDS					
	13,000.00	13,000.00	4,304.84	1,180.06	0.00	8,695.16	33.1%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	415.07	24.66	0.00	1,584.93	20.8%
170 54630		R/M VEHICLES-LABOR					
	2,200.00	2,200.00	805.00	0.00	0.00	1,395.00	36.6%
170 54640		R/M VEHICLES-PARTS					
	1,500.00	1,500.00	832.23	88.15	0.00	667.77	55.5%
170 55200		OPERATING SUPPLIES					
	2,500.00	2,321.00	87.68	11.08	0.00	2,233.32	3.8%
170 55210		UNIFORMS					
	1,200.00	1,200.00	781.07	0.00	0.00	418.93	65.1%
170 55230		GAS/OIL					
	3,000.00	3,000.00	1,343.41	156.33	0.00	1,656.59	44.8%
170 56400		MACH/EQUIP					
	22,000.00	22,129.00	22,128.90	0.00	0.00	0.10	100.0%
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	32,334.34	4,122.17	0.00	-32,334.34	100.0%
TOTAL REVENUES	-1,320,583.00	-1,320,583.00	-93,363.34	-8,486.95	0.00	-1,227,219.66	
TOTAL EXPENSES	1,320,583.00	1,320,583.00	125,697.68	12,609.12	0.00	1,194,885.32	
GRAND TOTAL	0.00	0.00	32,334.34	4,122.17	0.00	-32,334.34	100.0%

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FOR 2020 08

	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	-111.47	-13.58	0.00	111.47	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	-111.47	-13.58	0.00	111.47	100.0%
TOTAL REVENUES							
	-55,624.00	-55,624.00	-111.47	-13.58	0.00	-55,512.53	
TOTAL EXPENSES							
	55,624.00	55,624.00	0.00	0.00	0.00	55,624.00	
GRAND TOTAL							
	0.00	0.00	-111.47	-13.58	0.00	111.47	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	-72,173.50	-10,310.50	0.00	-51,552.50	58.3%*
190 36110		INTEREST					
	0.00	0.00	-250.42	-14.43	0.00	250.42	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 53400		CONTRACTUAL					
	0.00	2,200.00	2,200.00	0.00	0.00	0.00	100.0%
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	3,000.00	0.00	0.00	4,000.00	42.9%
190 55200		OPERATING SUPPLIES					
	30,000.00	30,000.00	25,559.83	986.14	0.00	4,440.17	85.2%
190 56400		MACH/EQUIP					
	109,000.00	113,600.00	106,374.05	0.00	0.00	7,225.95	93.6%
190 56401		EQUIP-NON CAPITAL					
	13,000.00	10,800.00	9,604.99	0.00	0.00	1,195.01	88.9%
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	75,338.15	-9,338.79	0.00	-75,338.15	100.0%
TOTAL REVENUES							
	-220,749.00	-220,749.00	-74,098.92	-10,324.93	0.00	-146,650.08	
TOTAL EXPENSES							
	220,749.00	220,749.00	149,437.07	986.14	0.00	71,311.93	
GRAND TOTAL							
	0.00	0.00	75,338.15	-9,338.79	0.00	-75,338.15	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110		INTEREST					
	0.00	0.00	-399.03	0.00	0.00	399.03	100.0%
220 38101		FROM GENERAL FUND					
	-423,376.00	-423,376.00	-282,248.00	-35,281.00	0.00	-141,128.00	66.7%*
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	404,000.00	0.00	0.00	0.00	100.0%
220 57200		INTEREST					
	19,376.00	19,376.00	19,375.60	0.00	0.00	0.40	100.0%
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	140,728.57	-35,281.00	0.00	-140,728.57	100.0%
TOTAL REVENUES							
	-427,840.00	-427,840.00	-282,647.03	-35,281.00	0.00	-145,192.97	
TOTAL EXPENSES							
	427,840.00	427,840.00	423,375.60	0.00	0.00	4,464.40	
GRAND TOTAL							
	0.00	0.00	140,728.57	-35,281.00	0.00	-140,728.57	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2020 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	0.00	0.00	-4,719.56	-868.13	0.00	4,719.56	100.0%
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-333,336.00	-41,667.00	0.00	-166,664.00	66.7%*
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-226,664.00	-28,333.00	0.00	-113,336.00	66.7%*
230 38145		FROM WASTEWATER					
	-418,629.00	-418,629.00	-279,088.00	-34,886.00	0.00	-139,541.00	66.7%*
230 38146		FROM WATER					
	-1,495,471.00	-1,495,471.00	-996,984.00	-124,623.00	0.00	-498,487.00	66.7%*
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	589,576.38	0.00	0.00	589,523.62	50.0%
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	-1,251,215.18	-230,377.13	0.00	1,251,215.18	100.0%
TOTAL REVENUES							
	-3,028,100.00	-3,028,100.00	-1,840,791.56	-230,377.13	0.00	-1,187,308.44	
TOTAL EXPENSES							
	3,028,100.00	3,028,100.00	589,576.38	0.00	0.00	2,438,523.62	
GRAND TOTAL							
	0.00	0.00	-1,251,215.18	-230,377.13	0.00	1,251,215.18	100.0%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2020 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33324		USACE REFUND					
	0.00	0.00	-224,354.46	0.00	0.00	224,354.46	100.0%
300 33400		STATE GRANT					
	-64,900.00	-64,900.00	-434,722.12	0.00	0.00	369,822.12	669.8%
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-74,123.41	-5,347.01	0.00	-50,876.59	59.3%*
300 33710		COUNTY GRANT					
	-35,100.00	-35,100.00	-107,835.00	0.00	0.00	72,735.00	307.2%
300 36110		INTEREST					
	-12,000.00	-12,000.00	-4,512.85	0.00	0.00	-7,487.15	37.6%*
300 38101		FROM GENERAL FUND					
	-1,445,000.00	-1,445,000.00	-963,336.00	-120,417.00	0.00	-481,664.00	66.7%*
300 38152		FROM UB					
	-10,700.00	-10,700.00	-7,133.36	-891.67	0.00	-3,566.64	66.7%*
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	-1,816,017.20	-126,655.68	0.00	-776,119.80	70.1%
TOTAL REVENUES							
	-2,592,137.00	-2,592,137.00	-1,816,017.20	-126,655.68	0.00	-776,119.80	
GRAND TOTAL							
	-2,592,137.00	-2,592,137.00	-1,816,017.20	-126,655.68	0.00	-776,119.80	70.1%

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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	233,609.72	0.00	0.00	451,480.28	34.1%
3001000 57200	INTEREST					
16,301.00	16,301.00	9,820.43	0.00	0.00	6,480.57	60.2%
3001000 57310	BOND EXPENSE					
700.00	700.00	630.00	0.00	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	244,060.15	0.00	0.00	462,576.85	34.5%
TOTAL EXPENSES						
706,637.00	706,637.00	244,060.15	0.00	0.00	462,576.85	
3001310 CAP IMP IT						
3001310 56400	EQUIPMENT					
125,000.00	125,000.00	94,444.33	0.00	14,281.68	16,273.99	87.0%
TOTAL CAP IMP IT						
125,000.00	125,000.00	94,444.33	0.00	14,281.68	16,273.99	87.0%
TOTAL EXPENSES						
125,000.00	125,000.00	94,444.33	0.00	14,281.68	16,273.99	
3002100 CAP IMP POLICE						
3002100 56400	EQUIPMENT					
55,000.00	55,000.00	3,751.33	0.00	38,665.33	12,583.34	77.1%
TOTAL CAP IMP POLICE						
55,000.00	55,000.00	3,751.33	0.00	38,665.33	12,583.34	77.1%
TOTAL EXPENSES						
55,000.00	55,000.00	3,751.33	0.00	38,665.33	12,583.34	
3002200 CAP IMP FIRE						
3002200 56400	MACH/EQUIP					
525,000.00	525,000.00	288,577.41	0.00	231,522.59	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	288,577.41	0.00	231,522.59	4,900.00	99.1%
TOTAL EXPENSES	525,000.00	525,000.00	288,577.41	0.00	231,522.59	4,900.00	
3004100 CAP IMP STREETS							
3004100 56311	117,000.00	115,185.00	103,090.28	12,422.18	784.41	11,310.31	90.2%
3004100 56312	37,000.00	37,000.00	36,782.05	19,060.30	0.00	217.95	99.4%
3004100 56320	462,500.00	464,315.00	457,253.22	3,481.20	4,873.68	2,188.10	99.5%
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	597,125.55	34,963.68	5,658.09	263,716.36	69.6%
TOTAL EXPENSES	866,500.00	866,500.00	597,125.55	34,963.68	5,658.09	263,716.36	
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	3,998.00	0.00	26,002.00	5,000.00	85.7%
3007200 56365	0.00	0.00	2,375.00	0.00	0.00	-2,375.00	100.0%*
TOTAL CAP IMP REC	100,000.00	100,000.00	6,373.00	0.00	26,002.00	67,625.00	32.4%
TOTAL EXPENSES	100,000.00	100,000.00	6,373.00	0.00	26,002.00	67,625.00	
3007210 PARKS IMPROVEMENTS							
3007210 56300	84,000.00	83,670.00	250.00	250.00	23,529.88	59,890.12	28.4%



FOR 2020 08							
3007210 PARKS IMPROVEMENTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PARKS IMPROVEMENTS	84,000.00	83,670.00	250.00	250.00	23,529.88	59,890.12	28.4%
TOTAL EXPENSES	84,000.00	83,670.00	250.00	250.00	23,529.88	59,890.12	
3007220 CAP IMP PECK							
3007220 56300 IMPROVEMENTS	55,000.00	55,330.00	55,329.35	7,074.75	0.00	0.65	100.0%
TOTAL CAP IMP PECK	55,000.00	55,330.00	55,329.35	7,074.75	0.00	0.65	100.0%
TOTAL EXPENSES	55,000.00	55,330.00	55,329.35	7,074.75	0.00	0.65	
3007225 MLK CENTER							
3007225 56300 IMPROVEMENTS	75,000.00	75,000.00	28,915.96	0.00	0.00	46,084.04	38.6%
TOTAL MLK CENTER	75,000.00	75,000.00	28,915.96	0.00	0.00	46,084.04	38.6%
TOTAL EXPENSES	75,000.00	75,000.00	28,915.96	0.00	0.00	46,084.04	
GRAND TOTAL	2,592,137.00	2,592,137.00	1,318,827.08	42,288.43	339,659.57	933,650.35	64.0%

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Revenues	(\$1,816,017)
Expenses	<u>\$1,318,827</u>
Net	(\$ 497,190)

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FOR 2020 08

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33400	STATE GRANT					
	0.00 -75,000.00	-74,991.50	-4,608.42	0.00	-8.50	100.0%*
310 36110	INTEREST					
	-10,000.00 -10,000.00	-25,906.24	-2,507.10	0.00	15,906.24	259.1%
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	-100,897.74	-7,115.52	0.00	-1,484,102.26	6.4%
TOTAL REVENUES						
	-1,510,000.00 -1,585,000.00	-100,897.74	-7,115.52	0.00	-1,484,102.26	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
	-221,500.00 -221,500.00	-73,965.93	-5,815.69	0.00	-147,534.07	33.4%*
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	-73,965.93	-5,815.69	0.00	-946,300.07	7.2%
TOTAL REVENUES						
	-1,020,266.00 -1,020,266.00	-73,965.93	-5,815.69	0.00	-946,300.07	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
	-132,000.00 -132,000.00	-44,079.01	-3,465.80	0.00	-87,920.99	33.4%*
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	-44,079.01	-3,465.80	0.00	-296,351.99	12.9%
TOTAL REVENUES						
	-340,431.00 -340,431.00	-44,079.01	-3,465.80	0.00	-296,351.99	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					



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YEAR-TO-DATE BUDGET REPORT

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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	-60,107.76	-4,726.08	0.00	-119,892.24	33.4%*
3102200 38910	CASH BALANCE FORWARD	-602,072.00	0.00	0.00	0.00	-602,072.00	.0%*
TOTAL CAP EXP FIRE	-782,072.00	-782,072.00	-60,107.76	-4,726.08	0.00	-721,964.24	7.7%
TOTAL REVENUES	-782,072.00	-782,072.00	-60,107.76	-4,726.08	0.00	-721,964.24	
3107200 CAP EXP RECREATION							
	-1,442,500.00	-1,442,500.00	-310,336.58	-34,273.80	0.00	-1,132,163.42	21.5%*
3107200 32470	IMPACT FEES RECREATION	-2,595,960.00	0.00	0.00	0.00	-2,595,960.00	.0%*
3107200 38910	CASH BALANCE FORWARD	-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	-310,336.58	-34,273.80	0.00	-3,728,123.42	7.7%
TOTAL REVENUES	-4,038,460.00	-4,038,460.00	-310,336.58	-34,273.80	0.00	-3,728,123.42	
GRAND TOTAL	-7,691,229.00	-7,766,229.00	-589,387.02	-55,396.89	0.00	-7,176,841.98	7.6%

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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	29,847.08	0.00	0.00	-4,247.08	116.6%*
3101000 56500	INFRASTRUCTURE					
50,500.00	50,500.00	19,010.06	0.00	0.00	31,489.94	37.6%
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	48,857.14	0.00	0.00	2,473,308.86	1.9%
TOTAL EXPENSES						
2,522,166.00	2,522,166.00	48,857.14	0.00	0.00	2,473,308.86	
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	285,750.00	113,250.00	4,313.10	172,500.00	0.00	100.0%
3102200 56400	MACH/EQUIP					
182,044.00	42,044.00	0.00	0.00	15,645.36	26,398.64	37.2%
3102200 59990	RESERVE					
601,459.00	455,709.00	0.00	0.00	0.00	455,709.00	.0%
TOTAL CAP EXP FIRE						
783,503.00	783,503.00	113,250.00	4,313.10	188,145.36	482,107.64	38.5%
TOTAL EXPENSES						
783,503.00	783,503.00	113,250.00	4,313.10	188,145.36	482,107.64	



FOR 2020 08

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	875.00	0.00	0.00	899,125.00	.1%
3107200 56200	BUILDING						
	655,000.00	655,000.00	236,751.26	83,254.74	68,289.00	349,959.74	46.6%
3107200 56300	IMPROVEMENTS						
	1,601,500.00	1,676,500.00	721,011.16	50,767.08	195.00	955,293.84	43.0%
3107200 56315	DUNE WALKOVERS						
	0.00	0.00	0.00	0.00	1,050.00	-1,050.00	100.0%*
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	976,042.42	134,021.82	69,534.00	3,074,056.58	25.4%
TOTAL EXPENSES							
	4,044,633.00	4,119,633.00	976,042.42	134,021.82	69,534.00	3,074,056.58	
GRAND TOTAL							
	7,691,229.00	7,766,229.00	1,138,149.56	138,334.92	257,679.36	6,370,400.08	18.0%

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Revenues	(\$ 589,387)
Expenses	,\$1,138,150
Net	\$ 548,763



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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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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	-33,647.64	-5,705.51	0.00	33,647.64	100.0%
330 36120		UNREALIZED GAIN					
	0.00	0.00	-286.74	313.26	0.00	286.74	100.0%
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-1,000,000.00	-125,000.00	0.00	-500,000.00	66.7%*
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	-1,033,934.38	-130,392.25	0.00	1,033,934.38	100.0%
TOTAL REVENUES							
	-6,488,400.00	-6,488,400.00	-1,033,934.38	-130,392.25	0.00	-5,454,465.62	
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	-1,033,934.38	-130,392.25	0.00	1,033,934.38	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	0.00	0.00	707.88	100.0%
410 34710		GREEN FEES					
	-283,185.00	-283,185.00	-215,285.98	-39,905.77	0.00	-67,899.02	76.0%*
410 34713		GOLF CARTS					
	-456,931.00	-456,931.00	-207,159.82	-26,249.02	0.00	-249,771.18	45.3%*
410 34714		RANGE FEES					
	-45,370.00	-45,370.00	-21,490.16	-3,719.92	0.00	-23,879.84	47.4%*
410 34715		PRO SHOP SALES					
	-74,352.00	-74,352.00	-33,992.82	-5,247.80	0.00	-40,359.18	45.7%*
410 34716		SNACK BAR SALES					
	-327,822.00	-327,822.00	-182,680.12	-9,286.54	0.00	-145,141.88	55.7%*
410 34718		FACILITY RENTAL					
	-41,748.00	-41,748.00	-37,206.19	0.00	0.00	-4,541.81	89.1%*
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 \$102,228.55				
	-134,642.00	-134,642.00	-101,357.30	-2,542.47	0.00	-33,284.70	75.3%*
410 36990		OTHER REVENUE					
	-22,292.00	-22,292.00	-19,899.74	-1,330.90	0.00	-2,392.26	89.3%*
410 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	10,223.80	4,218.54	0.00	-10,223.80	100.0%*
410 38101		FROM GENERAL FUND					
	-220,000.00	-715,000.00	-641,672.00	-18,334.00	0.00	-73,328.00	89.7%*
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	584.00	73.00	0.00	294.00	66.5%
410 53100		PROFESSIONAL SERVICES					
	0.00	2,723.00	2,722.51	0.00	0.00	0.49	100.0%
410 53200		AUDITING					
	6,795.00	6,795.00	4,528.00	566.00	0.00	2,267.00	66.6%
410 53400		CONTRACTUAL					
	648,744.00	648,744.00	416,010.81	51,798.60	0.00	232,733.19	64.1%
410 54000		TRAINING/TRAVEL					
	6,768.00	6,768.00	1,396.65	76.56	0.00	5,371.35	20.6%
410 54100		COMM - PHONE/FAX/ALARM					
	1,200.00	1,200.00	493.79	55.35	0.00	706.21	41.1%
410 54101		COMMUNICATIONS-CELLULAR					
	2,520.00	2,520.00	280.00	0.00	0.00	2,240.00	11.1%

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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	1,979.37	0.00	0.00	5,920.63	25.1%
410 54200		POSTAGE					
	600.00	600.00	561.63	27.00	0.00	38.37	93.6%
410 54300		UTILITIES ELECTRIC					
	64,200.00	64,200.00	36,872.99	3,905.19	0.00	27,327.01	57.4%
410 54310		UTILITIES-WATER & WASTEWATER					
	9,050.00	9,050.00	9,667.19	665.87	0.00	-617.19	106.8%*
410 54400		RENTALS/LEASES					
	7,560.00	7,560.00	3,761.72	428.26	0.00	3,798.28	49.8%
410 54500		INSURANCE					
	71,400.00	71,400.00	56,825.74	7,103.22	0.00	14,574.26	79.6%
410 54610		R/M BLDG & GROUNDS					
	1,200.00	17,200.00	15,354.85	983.02	0.00	1,845.15	89.3%
410 54620		R/M EQUIPMENT					
	49,200.00	49,200.00	29,474.83	2,701.04	0.00	19,725.17	59.9%
410 54800		PROMOTIONAL					
	32,175.00	32,175.00	17,276.20	1,198.83	0.00	14,898.80	53.7%
410 54900		MISC EXPENSE					
	0.00	799.00	798.67	0.00	0.00	0.33	100.0%
410 55100		OFFICE SUPPLIES					
	1,956.00	1,956.00	791.61	88.75	0.00	1,164.39	40.5%
410 55200		OPERATING SUPPLIES					
	174,608.00	174,608.00	99,226.15	4,810.38	0.00	75,381.85	56.8%
410 55210		UNIFORMS					
	7,200.00	7,200.00	4,344.29	597.48	0.00	2,855.71	60.3%
410 55230		GAS/OIL					
	30,600.00	27,078.00	13,669.84	1,054.33	0.00	13,408.16	50.5%
410 55400		BOOKS/SUBS/DUES					
	7,900.00	7,900.00	3,626.25	0.00	0.00	4,273.75	45.9%
410 55545		PRO SHOP COST OF SALES					
	46,098.00	46,098.00	20,204.06	2,647.91	0.00	25,893.94	43.8%
410 55550		F&B COST OF SALES					
	141,537.00	141,537.00	83,104.01	4,426.87	0.00	58,432.99	58.7%
410 55555		F&B PERSONNEL COSTS					
	114,222.00	114,222.00	69,011.00	7,591.87	0.00	45,211.00	60.4%
410 56200		BUILDING					
	45,000.00	29,000.00	0.00	0.00	0.00	29,000.00	.0%
410 56300		IMPROVEMENTS					
	40,000.00	535,000.00	1,000.00	0.00	19,400.00	514,600.00	3.8%
410 56400		MACH/EQUIP					
	75,000.00	75,000.00	0.00	0.00	64,868.39	10,131.61	86.5%
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	2,572.79	127.09	0.00	4,728.21	35.2%
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	-555,089.26	-11,471.26	84,268.39	470,820.87	100.0%
	TOTAL REVENUES						
	-608,779.00	-1,103,779.00	-1,451,228.21	-102,397.88	0.00	347,449.21	
	TOTAL EXPENSES						
	608,779.00	1,103,779.00	896,138.95	90,926.62	84,268.39	123,371.66	
	GRAND TOTAL						
	0.00	0.00	-555,089.26	-11,471.26	84,268.39	470,820.87	100.0%

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Golf	Budget		May YTD	
Pro Shop Sales	74,352.00		33,992.82	
Cost of Good Sold	<u>46,098.00</u>		<u>20,204.06</u>	
Profit/(Loss)	28,254.00	61.3%	13,788.76	68.2%
F&B Sales	327,822.00		182,680.12	
Cost of Good Sold	<u>255,759.00</u>		<u>152,115.01</u>	
Profit/(Loss)	72,063.00	28.2%	30,565.11	20.1%

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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	-114,345.00	-22,275.00	0.00	-2,028,655.00	5.3%*
420 33323		FDOT GRANT					
	-505,500.00	-505,500.00	-16,783.62	-1,045.62	0.00	-488,716.38	3.3%*
420 34704		RENTALS NON-TAXABLE					
	0.00	0.00	-680.00	0.00	0.00	680.00	100.0%
420 34720		RENTALS					
	0.00	0.00	-1,080.00	0.00	0.00	1,080.00	100.0%
420 34970		FUEL SALES					
	-24,800.00	-24,800.00	-15,389.60	-636.16	0.00	-9,410.40	62.1%*
420 34971		LEASE PAYMENTS-LAND LEASE					
	-69,797.00	-69,797.00	-61,006.31	-8,074.05	0.00	-8,790.69	87.4%*
420 34972		BUILDING LEASE					
	0.00	0.00	-3,899.97	-433.33	0.00	3,899.97	100.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-146,571.59	-17,734.15	0.00	-59,388.41	71.2%*
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-26,053.51	-3,163.86	0.00	-11,051.49	70.2%*
420 34975		RENT/LEASE PAYMENTS					
	-293,707.00	-293,707.00	-201,848.36	-23,384.79	0.00	-91,858.64	68.7%*
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	-27,422.76	0.00	0.00	-39,594.24	40.9%*
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	-43,388.37	0.00	0.00	-6,877.63	86.3%*
420 34979		TRANSIENT REVENUE					
	0.00	0.00	-2,805.00	0.00	0.00	2,805.00	100.0%
420 36110		INTEREST					
	0.00	0.00	-3,466.56	-458.46	0.00	3,466.56	100.0%
420 36990		OTHER REVENUE					
	-112,650.00	-112,650.00	-73,803.83	-1,110.00	0.00	-38,846.17	65.5%*
420 36991		AIRCRAFT 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	-1,288.61	0.00	0.00	1,288.61	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	81,824.14	10,005.40	0.00	46,745.86	63.6%
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	5,666.78	688.48	0.00	5,378.22	51.3%
420 52200		RETIREMENT					
	30,806.00	30,806.00	19,602.11	2,397.30	0.00	11,203.89	63.6%
420 52300		HEALTH INSUR					
	29,687.00	29,687.00	19,827.08	2,479.02	0.00	9,859.92	66.8%
420 52301		LIFE INSUR					
	713.00	713.00	490.21	61.57	0.00	222.79	68.8%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,168.00	146.00	0.00	588.00	66.5%
420 52400		WORKERS' COMP					
	3,150.00	3,150.00	2,104.00	263.00	0.00	1,046.00	66.8%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	12,750.00	0.00	3,500.00	8,750.00	65.0%
420 53200		AUDITING					
	6,795.00	6,795.00	4,528.00	566.00	0.00	2,267.00	66.6%
420 53400		CONTRACTUAL					
	54,790.00	54,790.00	25,562.01	1,636.41	0.00	29,227.99	46.7%
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	1,172.00	166.06	0.00	1,031.00	53.2%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	896.03	103.85	0.00	1,103.97	44.8%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	1,298.50	0.00	0.00	4,451.50	22.6%
420 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
420 54300		UTILITIES ELECTRIC					
	42,000.00	40,600.00	20,984.11	2,646.08	0.00	19,615.89	51.7%
420 54310		UTILITIES-WATER & WASTEWATER					
	13,400.00	13,400.00	5,252.44	704.16	0.00	8,147.56	39.2%
420 54500		INSURANCE					
	42,349.00	42,349.00	28,232.00	3,529.00	0.00	14,117.00	66.7%
420 54610		R/M BLDG & GROUNDS					
	94,000.00	93,600.00	61,535.13	1,185.56	0.00	32,064.87	65.7%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	53.96	53.96	0.00	1,446.04	3.6%
420 54630		R/M VEHICLES-LABOR					
	4,600.00	6,000.00	4,780.00	135.00	0.00	1,220.00	79.7%
420 54640		R/M VEHICLES-PARTS					
	5,000.00	6,500.00	5,825.11	234.97	0.00	674.89	89.6%
420 54700		PRINTING					
	1,057.00	1,057.00	0.00	0.00	0.00	1,057.00	.0%



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	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	4,864.00	608.00	0.00	2,436.00	66.6%
420 55100		OFFICE SUPPLIES					
	7,300.00	2,907.00	373.50	0.00	0.00	2,533.50	12.8%
420 55200		OPERATING SUPPLIES					
	2,285.00	2,285.00	291.86	0.00	0.00	1,993.14	12.8%
420 55210		UNIFORMS					
	400.00	400.00	24.00	0.00	0.00	376.00	6.0%
420 55230		GAS/OIL					
	5,000.00	6,500.00	3,649.18	228.07	0.00	2,850.82	56.1%
420 55400		BOOKS/SUBS/DUES					
	525.00	725.00	605.00	0.00	0.00	120.00	83.4%
420 56300		IMPROVEMENTS					
	2,860,250.00	2,965,585.00	237,541.68	26,942.90	579,243.94	2,148,799.38	27.5%
420 56400		MACH/EQUIP					
	30,000.00	30,200.00	30,172.62	0.00	0.00	27.38	99.9%
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	17,814.77	0.00	0.00	17,190.23	50.9%
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	-138,534.36	-23,534.63	582,743.94	-444,209.58	100.0%
		TOTAL REVENUES					
	-3,685,387.00	-3,685,387.00	-739,833.09	-78,315.42	0.00	-2,945,553.91	
		TOTAL EXPENSES					
	3,685,387.00	3,685,387.00	601,298.73	54,780.79	582,743.94	2,501,344.33	
	GRAND TOTAL	0.00	-138,534.36	-23,534.63	582,743.94	-444,209.58	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340			LY \$1,596,471.74				
440 34340	GARBAGE FEES						
440 36110	-2,520,960.00	-2,520,960.00	-1,752,795.87	-219,679.77	0.00	-768,164.13	69.5%*
440 36990	INTEREST						
440 38910	0.00	0.00	-1,416.90	-78.02	0.00	1,416.90	100.0%
440 53200	OTHER REVENUE						
440 53400	-19,000.00	-19,000.00	-14,270.25	-2,021.40	0.00	-4,729.75	75.1%*
440 53440	CASH BALANCE FORWARD						
440 53444	-102,008.00	-102,008.00	0.00	0.00	0.00	-102,008.00	.0%*
440 54910	AUDITING						
440 54910	6,795.00	6,795.00	4,528.00	566.00	0.00	2,267.00	66.6%
440 55200	CONTRACTUAL						
440 55200	125,000.00	125,000.00	19,544.06	2,854.07	0.00	105,455.94	15.6%
440 55644	SANITATION SERVICES EXPENSE						
440 55644	2,291,553.00	2,291,553.00	1,433,608.58	185,473.11	0.00	857,944.42	62.6%
440 56401	RECYCLING SERVICES						
440 56401	20,000.00	20,000.00	13,336.00	1,667.00	0.00	6,664.00	66.7%
440 59100	BILLING COSTS						
440 59100	92,000.00	92,000.00	61,336.00	7,667.00	0.00	30,664.00	66.7%
440 59990	OPERATING SUPPLIES						
440 59990	700.00	700.00	1,219.00	359.37	0.00	-519.00	174.1%*
440 59990	NON PROFIT KNB						
440 59990	5,000.00	5,000.00	250.45	0.00	0.00	4,749.55	5.0%
440 59990	NON CAP EQUIP						
440 59990	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
440 59990	TRANSFER TO GENERAL FUND						
440 59990	36,000.00	36,000.00	24,000.00	3,000.00	0.00	12,000.00	66.7%
440 59990	RESERVE						
440 59990	49,920.00	49,920.00	0.00	0.00	0.00	49,920.00	.0%
TOTAL SANITATION							
	0.00	0.00	-210,660.93	-20,192.64	0.00	210,660.93	100.0%
TOTAL REVENUES							
	-2,641,968.00	-2,641,968.00	-1,768,483.02	-221,779.19	0.00	-873,484.98	
TOTAL EXPENSES							
	2,641,968.00	2,641,968.00	1,557,822.09	201,586.55	0.00	1,084,145.91	
GRAND TOTAL							
	0.00	0.00	-210,660.93	-20,192.64	0.00	210,660.93	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
			LY \$ 3,810,184.20				
450 34345		WASTEWATER CHARGES					
	-6,005,917.00	-6,005,917.00	-3,966,639.32	-497,826.12	0.00	-2,039,277.68	66.0%*
450 34530		SEPTIC DUMPING					
	-35,000.00	-35,000.00	-31,500.80	-3,974.40	0.00	-3,499.20	90.0%*
450 34535		WASTEWATER TAP FEES					
	-31,250.00	-31,250.00	-25,500.00	-5,250.00	0.00	-5,750.00	81.6%*
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-5,000.00	-5,000.00	-41,507.15	-30,350.00	0.00	36,507.15	830.1%
450 36110		INTEREST					
	-90,000.00	-90,000.00	-86,518.21	-10,159.99	0.00	-3,481.79	96.1%*
450 36120		UNREALIZED GAIN					
	0.00	0.00	-286.74	313.26	0.00	286.74	100.0%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-602.50	0.00	0.00	602.50	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	352,091.87	43,330.55	0.00	216,207.13	62.0%
450 51350		PART-TIME					
	31,948.00	31,948.00	12,088.44	1,478.05	0.00	19,859.56	37.8%
450 51400		OVERTIME					
	100,000.00	100,000.00	83,912.50	13,014.54	0.00	16,087.50	83.9%
450 52100		FICA					
	53,569.00	53,569.00	32,009.19	4,122.38	0.00	21,559.81	59.8%
450 52200		RETIREMENT					
	139,656.00	139,656.00	101,973.15	13,462.46	0.00	37,682.85	73.0%
450 52300		HEALTH INSUR					
	168,423.00	168,423.00	110,720.17	13,804.26	0.00	57,702.83	65.7%
450 52301		LIFE INSUR					
	3,158.00	3,158.00	2,157.57	272.70	0.00	1,000.43	68.3%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	10,240.00	1,280.00	0.00	5,121.00	66.7%
450 52400		WORKERS' COMP					
	20,189.00	20,189.00	13,456.00	1,682.00	0.00	6,733.00	66.7%
450 53200		AUDITING					
	14,345.00	14,345.00	9,560.00	1,195.00	0.00	4,785.00	66.6%
450 53400		CONTRACTUAL					
	251,098.00	251,098.00	110,047.71	17,329.62	0.00	141,050.29	43.8%
450 54000		TRAINING/TRAVEL					
	16,375.00	14,375.00	4,225.00	0.00	0.00	10,150.00	29.4%

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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	520.45	73.81	0.00	3,034.55	14.6%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	1,668.28	211.66	0.00	731.72	69.5%
450 54103		COMMUNICATIONS-INTERNET					
	1,635.00	3,635.00	2,209.66	183.25	0.00	1,425.34	60.8%
450 54200		POSTAGE					
	3,000.00	3,000.00	341.26	24.26	0.00	2,658.74	11.4%
450 54300		UTILITIES ELECTRIC					
	190,000.00	190,000.00	107,008.09	11,206.09	0.00	82,991.91	56.3%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	15,397.69	66.58	0.00	15,889.31	49.2%
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	47,592.00	5,949.00	0.00	23,796.00	66.7%
450 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	4,792.73	1,859.32	0.00	15,207.27	24.0%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	54,078.33	5,550.07	0.00	55,921.67	49.2%
450 54630		R/M VEHICLES-LABOR					
	27,000.00	27,000.00	15,711.50	5,412.00	0.00	11,288.50	58.2%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	31,647.01	12,829.57	0.00	8,352.99	79.1%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	133,336.00	16,667.00	0.00	66,664.00	66.7%
450 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	150,000.00	18,750.00	0.00	75,000.00	66.7%
450 55100		OFFICE SUPPLIES					
	1,100.00	1,100.00	319.99	319.99	0.00	780.01	29.1%
450 55200		OPERATING SUPPLIES					
	198,120.00	198,120.00	54,228.56	20,612.82	0.00	143,891.44	27.4%
450 55210		UNIFORMS					
	10,525.00	10,525.00	4,092.83	463.83	0.00	6,432.17	38.9%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	937.73	385.85	0.00	562.27	62.5%
450 55230		GAS/OIL					
	30,000.00	30,000.00	14,507.47	1,679.07	0.00	15,492.53	48.4%
450 55240		CHEMICALS					
	70,000.00	70,000.00	37,851.96	5,575.04	0.00	32,148.04	54.1%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	4,401.49	1,067.99	0.00	3,598.51	55.0%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	504.25	0.00	0.00	1,395.75	26.5%



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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	226,691.75	13,807.85	64,436.00	648,872.25	31.0%
450 56400		MACH/EQUIP					
	160,000.00	160,000.00	15,506.89	2,988.75	0.00	144,493.11	9.7%
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	240,000.00	30,000.00	0.00	120,000.00	66.7%
450 59230		TRANSFER TO UTIL ACQ DS					
	418,629.00	418,629.00	279,088.00	34,886.00	0.00	139,541.00	66.7%
450 59330		TRANSFER TO WW CAPITAL					
	1,500,000.00	1,500,000.00	1,000,000.00	125,000.00	0.00	500,000.00	66.7%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	400,000.00	50,000.00	0.00	200,000.00	66.7%
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	-465,418.20	-70,705.89	64,436.00	400,982.20	100.0%
TOTAL REVENUES	-12,184,286.00	-12,184,286.00	-4,152,554.72	-547,247.25	0.00	-8,031,731.28	
TOTAL EXPENSES	12,184,286.00	12,184,286.00	3,687,136.52	476,541.36	64,436.00	8,432,713.48	
GRAND TOTAL	0.00	0.00	-465,418.20	-70,705.89	64,436.00	400,982.20	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$ 2,659,150.49				
460 34346		WATER CHARGES					
	-4,233,544.00	-4,233,544.00	-2,772,316.33	-376,178.27	0.00	-1,461,227.67	65.5%*
460 34610		WATER TAP CHARGES					
	-53,560.00	-53,560.00	-27,000.00	-4,500.00	0.00	-26,560.00	50.4%*
460 34620		WATER METER INSTALLATION FEES					
	-37,801.00	-37,801.00	-10,786.95	-1,068.44	0.00	-27,014.05	28.5%*
460 34621		WATER NONPAY RECONNECT FEE					
	-30,000.00	-30,000.00	-35,941.35	0.00	0.00	5,941.35	119.8%
460 34910		MISCELLANEOUS FEES					
	-10,712.00	-10,712.00	-5,911.96	-831.90	0.00	-4,800.04	55.2%*
460 36110		INTEREST					
	-79,745.00	-79,745.00	-33,077.12	-3,789.19	0.00	-46,667.88	41.5%*
460 36120		UNREALIZED GAIN					
	0.00	0.00	-295.50	322.73	0.00	295.50	100.0%
460 36323		EXTENSION CHARGES					
	-24,720.00	-24,720.00	-5,375.00	0.00	0.00	-19,345.00	21.7%*
460 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-896.50	-441.50	0.00	896.50	100.0%
460 36995		LATE FEES					
	-16,322.00	-16,322.00	-11,802.22	0.00	0.00	-4,519.78	72.3%*
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-400,000.00	-50,000.00	0.00	-200,000.00	66.7%*
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	286,451.09	36,555.03	0.00	223,279.91	56.2%
460 51350		PART-TIME					
	0.00	0.00	870.30	870.30	0.00	-870.30	100.0%*
460 51400		OVERTIME					
	105,000.00	105,000.00	82,877.31	9,748.85	0.00	22,122.69	78.9%
460 52100		FICA					
	47,027.00	47,027.00	27,151.30	3,445.87	0.00	19,875.70	57.7%
460 52200		RETIREMENT					
	122,316.00	122,316.00	83,833.06	10,538.97	0.00	38,482.94	68.5%
460 52300		HEALTH INSUR					
	134,776.00	134,776.00	79,249.08	11,061.92	0.00	55,526.92	58.8%
460 52301		LIFE INSUR					
	2,744.00	2,744.00	1,648.93	213.85	0.00	1,095.07	60.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52350		OPEB COSTS					
	14,483.00	14,483.00	9,656.00	1,207.00	0.00	4,827.00	66.7%
460 52400		WORKERS' COMP					
	23,942.00	23,942.00	15,960.00	1,995.00	0.00	7,982.00	66.7%
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	6,544.00	818.00	0.00	3,271.00	66.7%
460 53400		CONTRACTUAL					
	149,980.00	149,980.00	74,471.64	6,295.85	0.00	75,508.36	49.7%
460 54000		TRAINING/TRAVEL					
	12,120.00	12,120.00	2,609.45	0.00	0.00	9,510.55	21.5%
460 54100		COMM - PHONE/FAX/ALARM					
	2,115.00	2,115.00	676.05	95.75	0.00	1,438.95	32.0%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	2,635.89	328.36	0.00	2,364.11	52.7%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	1,913.45	138.49	0.00	3,336.55	36.4%
460 54200		POSTAGE					
	1,825.00	1,825.00	242.62	173.19	0.00	1,582.38	13.3%
460 54300		UTILITIES ELECTRIC					
	275,000.00	275,000.00	124,054.96	5,046.61	0.00	150,945.04	45.1%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	456.17	35.09	0.00	543.83	45.6%
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	11,388.28	1,534.39	0.00	13,611.72	45.6%
460 54500		INSURANCE					
	30,315.00	30,315.00	20,208.00	2,526.00	0.00	10,107.00	66.7%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	1,679.91	1,205.69	0.00	1,320.09	56.0%
460 54620		R/M EQUIPMENT					
	230,000.00	230,000.00	15,307.13	3,931.89	0.00	214,692.87	6.7%
460 54630		R/M VEHICLES-LABOR					
	14,000.00	14,000.00	7,270.25	847.50	0.00	6,729.75	51.9%
460 54640		R/M VEHICLES-PARTS					
	20,000.00	19,885.00	9,453.30	1,890.53	0.00	10,431.70	47.5%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	2,500.00	0.00	0.00	7,500.00	25.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	133,336.00	16,667.00	0.00	66,664.00	66.7%
460 54920		UTILITY ADMIN COSTS					
	225,000.00	225,000.00	150,000.00	18,750.00	0.00	75,000.00	66.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 55200		OPERATING SUPPLIES					
	161,420.00	161,420.00	92,771.94	36,229.59	19,259.50	49,388.56	69.4%
460 55210		UNIFORMS					
	9,900.00	9,900.00	5,159.09	274.58	0.00	4,740.91	52.1%
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	385.11	0.00	0.00	64.89	85.6%
460 55230		GAS/OIL					
	35,000.00	35,000.00	19,197.57	2,396.61	0.00	15,802.43	54.9%
460 55240		CHEMICALS					
	25,000.00	25,000.00	5,279.00	0.00	0.00	19,721.00	21.1%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	4,903.71	1,044.99	0.00	3,096.29	61.3%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	1,755.50	0.00	0.00	4,384.50	28.6%
460 56300		IMPROVEMENTS					
	1,370,000.00	1,370,000.00	1,201,680.43	1,508.25	148,792.00	19,527.57	98.6%
460 56400		MACH/EQUIP					
	37,000.00	37,115.00	40,102.85	2,988.75	0.00	-2,987.85	108.1%*
460 56401		EQUIP-NON CAPITAL					
	25,000.00	25,000.00	5,986.61	0.00	0.00	19,013.39	23.9%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	120,000.00	15,000.00	0.00	60,000.00	66.7%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,495,471.00	1,495,471.00	996,984.00	124,623.00	0.00	498,487.00	66.7%
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	343,216.60	-116,499.67	168,051.50	-511,268.10	100.0%
TOTAL REVENUES							
-10,468,630.00	-10,468,630.00	-3,303,402.93	-436,486.57	0.00	-7,165,227.07		
TOTAL EXPENSES							
10,468,630.00	10,468,630.00	3,646,619.53	319,986.90	168,051.50	6,653,958.97		
GRAND TOTAL	0.00	0.00	343,216.60	-116,499.67	168,051.50	-511,268.10	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	-159,032.57	0.00	0.00	-72,164.43	68.8%*
470 33700		SJRWMD GRANT					
	-412,945.00	-412,945.00	-324,835.88	-221,270.29	0.00	-88,109.12	78.7%*
470 34347		WATER DRAINAGE FEES					
	-825,000.00	-825,000.00	-586,743.30	-73,589.20	0.00	-238,256.70	71.1%*
470 34910		MISCELLANEOUS FEES					
	0.00	0.00	-3,779.95	LY \$ 572,867.55 0.00	0.00	3,779.95	100.0%
470 36110		INTEREST					
	0.00	0.00	-214.60	0.00	0.00	214.60	100.0%
470 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	94,026.87	0.00	0.00	-94,026.87	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	175,532.73	18,250.15	0.00	109,058.27	61.7%
470 51400		OVERTIME					
	13,000.00	13,000.00	2,397.85	290.73	0.00	10,602.15	18.4%
470 52100		FICA					
	22,766.00	22,766.00	12,716.60	1,298.64	0.00	10,049.40	55.9%
470 52200		RETIREMENT					
	68,188.00	68,188.00	42,576.55	4,434.23	0.00	25,611.45	62.4%
470 52300		HEALTH INSUR					
	72,481.00	72,481.00	46,776.87	6,111.77	0.00	25,704.13	64.5%
470 52301		LIFE INSUR					
	1,576.00	1,576.00	1,046.37	135.79	0.00	529.63	66.4%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,464.00	183.00	0.00	730.00	66.7%
470 52400		WORKERS' COMP					
	15,468.00	15,468.00	10,312.00	1,289.00	0.00	5,156.00	66.7%
470 53100		PROFESSIONAL SERVICES					
	75,000.00	75,000.00	8,545.13	350.00	0.00	66,454.87	11.4%
470 53200		AUDITING					
	6,040.00	6,040.00	4,024.00	503.00	0.00	2,016.00	66.6%
470 53400		CONTRACTUAL					
	209,238.00	209,238.00	37,546.87	1,926.84	0.00	171,691.13	17.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54000		TRAINING/TRAVEL					
	6,583.00	5,983.00	1,594.81	0.00	0.00	4,388.19	26.7%
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	1,614.46	202.88	0.00	885.54	64.6%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	485.22	62.76	0.00	1,149.78	29.7%
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	2,197.97	0.00	0.00	1,402.03	61.1%
470 54310		UTILITIES-WATER & WASTEWATER					
	600.00	600.00	528.14	0.00	0.00	71.86	88.0%
470 54500		INSURANCE					
	847.00	847.00	568.00	71.00	0.00	279.00	67.1%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	1,836.66	1,221.29	0.00	663.34	73.5%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	835.80	0.00	0.00	4,164.20	16.7%
470 54630		R/M VEHICLES-LABOR					
	8,500.00	8,500.00	4,195.75	435.00	0.00	4,304.25	49.4%
470 54640		R/M VEHICLES-PARTS					
	12,000.00	12,000.00	7,368.78	47.88	0.00	4,631.22	61.4%
470 54700		PRINTING					
	500.00	500.00	72.00	0.00	0.00	428.00	14.4%
470 54800		PROMOTIONAL					
	1,500.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	23,336.00	2,917.00	0.00	11,664.00	66.7%
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	44,796.07	9,245.92	0.00	90,263.93	33.2%
470 55210		UNIFORMS					
	3,300.00	3,900.00	3,153.24	577.59	0.00	746.76	80.9%
470 55230		GAS/OIL					
	15,000.00	15,000.00	5,397.35	421.83	0.00	9,602.65	36.0%
470 55400		BOOKS/SUBS/DUES					
	910.00	1,410.00	1,040.20	0.00	0.00	369.80	73.8%
470 56300		IMPROVEMENTS					
	1,209,295.00	1,209,295.00	683,688.24	97,323.63	242,961.98	282,644.78	76.6%
470 56400		MACH/EQUIP					
	235,000.00	235,000.00	233,255.00	-65.00	0.00	1,745.00	99.3%

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	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	39,779.36	0.00	0.00	220.64	99.4%
470 57200		INTEREST					
	0.00	4,000.00	3,433.36	0.00	0.00	566.64	85.8%
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	193,027.95	-147,624.56	242,961.98	-435,989.93	100.0%
TOTAL REVENUES	-2,453,118.00	-2,453,118.00	-1,209,087.43	-294,859.49	0.00	-1,244,030.57	
TOTAL EXPENSES	2,453,118.00	2,453,118.00	1,402,115.38	147,234.93	242,961.98	808,040.64	
GRAND TOTAL	0.00	0.00	193,027.95	-147,624.56	242,961.98	-435,989.93	100.0%

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	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	-9,119.07	-9,119.07	0.00	-190,880.93	4.6%*
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	-110,041.54	-27,657.18	0.00	-80,508.46	57.7%*
480 34755		SLIP RENTALS - TRANSIENT					
	-433,350.00	-433,350.00	-124,087.73	-51,866.44	0.00	-309,262.27	28.6%*
480 34757		SLIP RENTALS - NON-TAXABLE					
	-31,850.00	-31,850.00	-1,512.00	-72.00	0.00	-30,338.00	4.7%*
480 34759		DOCK STORE RENT					
	0.00	0.00	0.00	317.64	0.00	0.00	.0%
480 34760		BUSINESS RENTALS					
	-25,000.00	-25,000.00	-18,272.81	-3,645.05	0.00	-6,727.19	73.1%*
480 34762		MOORINGS-TAXABLE					
	-26,665.00	-26,665.00	-4,517.86	-2,500.00	0.00	-22,147.14	16.9%*
480 34766		SERVICES-NON TAXABLE					
	-100.00	-100.00	-148.71	-98.00	0.00	48.71	148.7%
480 34767		SERVICES-TAXABLE					
	-1,200.00	-1,200.00	-1,109.10	-747.89	0.00	-90.90	92.4%*
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	-6,132.80	-766.60	0.00	6,132.80	100.0%
480 36990		OTHER REVENUE					
	-600.00	-600.00	-90.56	-66.00	0.00	-509.44	15.1%*
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-200,000.00	-25,000.00	0.00	-100,000.00	66.7%*
480 38410		LOAN PROCEEDS					
	-7,321,100.00	-7,321,100.00	-2,412,469.56	0.00	0.00	-4,908,630.44	33.0%*

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 38910		CASH BALANCE FORWARD					
	1,104,719.00	1,104,719.00	0.00	0.00	0.00	1,104,719.00	.0%
480 51300		SEASONAL/TEMPORARY					
	80,000.00	80,000.00	72,697.70	8,888.80	0.00	7,302.30	90.9%
480 52100		FICA					
	6,150.00	6,150.00	5,590.79	683.82	0.00	559.21	90.9%
480 52400		WORKERS' COMP					
	1,850.00	1,850.00	1,232.00	154.00	0.00	618.00	66.6%
480 53100		PROFESSIONAL SERVICES					
	20,000.00	20,000.00	9,061.97	0.00	10,459.00	479.03	97.6%
480 53200		AUDITING					
	6,795.00	6,795.00	4,528.00	566.00	0.00	2,267.00	66.6%
480 53400		CONTRACTUAL					
	492,198.00	492,198.00	251,861.86	35,234.54	0.00	240,336.14	51.2%
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	1,950.40	286.11	0.00	1,724.60	53.1%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	2,780.00	1,255.77	195.13	0.00	1,524.23	45.2%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	4,530.94	0.00	445.24	5,923.82	45.7%
480 54300		UTILITIES ELECTRIC					
	41,225.00	41,225.00	7,343.98	93.69	0.00	33,881.02	17.8%
480 54310		UTILITIES-WATER & WASTEWATER					
	30,025.00	30,025.00	8,194.34	1,098.30	0.00	21,830.66	27.3%
480 54400		RENTALS/LEASES					
	3,024.00	3,024.00	3,213.00	378.00	0.00	-189.00	106.3%*
480 54500		INSURANCE					
	65,338.00	65,338.00	43,560.00	5,445.00	0.00	21,778.00	66.7%
480 54610		R/M BLDG & GROUNDS					
	44,500.00	41,500.00	16,698.81	268.14	7,254.90	17,546.29	57.7%
480 54620		R/M EQUIPMENT					
	7,750.00	7,750.00	7,812.21	48.09	0.00	-62.21	100.8%*
480 54630		R/M VEHICLES-LABOR					
	0.00	1,500.00	455.00	0.00	0.00	1,045.00	30.3%
480 54640		R/M VEHICLES-PARTS					
	0.00	1,500.00	495.40	120.00	0.00	1,004.60	33.0%
480 54675		R/M MOORING FIELD					
	23,600.00	23,600.00	22,502.27	4,875.00	0.00	1,097.73	95.3%
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%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55100		OFFICE SUPPLIES					
	6,800.00	6,800.00	1,805.75	0.00	0.00	4,994.25	26.6%
480 55200		OPERATING SUPPLIES					
	59,185.00	56,085.00	9,048.28	1,484.31	0.00	47,036.72	16.1%
480 55210		UNIFORMS					
	1,600.00	1,600.00	509.00	0.00	0.00	1,091.00	31.8%
480 55220		JANITORIAL SUPPLIES					
	2,800.00	2,800.00	152.43	0.00	0.00	2,647.57	5.4%
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	512.75	312.75	0.00	312.25	62.2%
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	2,400,505.90	88,643.66	653,370.89	3,486,488.21	46.7%
480 56300		IMPROVEMENTS					
	2,380,000.00	2,380,000.00	805,989.86	9,880.50	15,282.69	1,558,727.45	34.5%
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	123,707.19	5,990.00	0.00	357,774.81	25.7%
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	917,861.86	43,425.25	686,812.72	-1,604,674.58	100.0%
		TOTAL REVENUES					
	-16,564,329.00	-16,564,329.00	-2,887,501.74	-121,220.59	0.00	-13,676,827.26	
		TOTAL EXPENSES					
	16,564,329.00	16,564,329.00	3,805,363.60	164,645.84	686,812.72	12,072,152.68	
	GRAND TOTAL	0.00	917,861.86	43,425.25	686,812.72	-1,604,674.58	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36990		OTHER REVENUE					
	-9,000.00	-9,000.00	-1,222.50	0.00	0.00	-7,777.50	13.6%*
510 36992		GAIN ON SALE OF ASSET					
	-45,000.00	-45,000.00	-38,065.35	-11,580.80	0.00	-6,934.65	84.6%*
510 36994		LOANER VEHICLE REVENUE					
	-2,000.00	-2,000.00	-654.90	0.00	0.00	-1,345.10	32.7%*
510 38045		LABOR					
	0.00	0.00	-625.00	-150.00	0.00	625.00	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	-1,535.77	0.00	0.00	-1,464.23	51.2%*
510 38053		GAS/OIL					
	-362,000.00	-362,000.00	-170,416.58	-19,683.10	0.00	-191,583.42	47.1%*
510 38144		FROM SANITATION					
	-20,000.00	-20,000.00	-13,336.00	-1,667.00	0.00	-6,664.00	66.7%*
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	-225,856.10	-33,080.90	0.00	-172,354.90	56.7%
		TOTAL REVENUES					
	-398,211.00	-398,211.00	-225,856.10	-33,080.90	0.00	-172,354.90	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-268,250.00	-268,250.00	-160,478.89	-16,488.02	0.00	-107,771.11	59.8%*
5101000 38045		LABOR					
	-159,100.00	-159,100.00	-105,600.00	-13,200.00	0.00	-53,500.00	66.4%*
TOTAL GENERAL FUND	-427,350.00	-427,350.00	-266,078.89	-29,688.02	0.00	-161,271.11	62.3%
		TOTAL REVENUES					
	-427,350.00	-427,350.00	-266,078.89	-29,688.02	0.00	-161,271.11	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040		PARTS					

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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	0.00	0.00	-2,952.70	0.00	0.00	2,952.70	100.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-2,952.70	0.00	0.00	2,952.70	100.0%
TOTAL REVENUES	0.00	0.00	-2,952.70	0.00	0.00	2,952.70	
5102401 FLEET BUILDING/PERMITTING							
5102401 38045 LABOR	0.00	0.00	-1,384.00	0.00	0.00	1,384.00	100.0%
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-1,384.00	0.00	0.00	1,384.00	100.0%
TOTAL REVENUES	0.00	0.00	-1,384.00	0.00	0.00	1,384.00	
5103900 CEMETERY							
5103900 38040 PARTS	-1,500.00	-1,500.00	-832.23	-88.15	0.00	-667.77	55.5%*
5103900 38045 LABOR	-2,200.00	-2,200.00	-805.00	0.00	0.00	-1,395.00	36.6%*
TOTAL CEMETERY	-3,700.00	-3,700.00	-1,637.23	-88.15	0.00	-2,062.77	44.2%
TOTAL REVENUES	-3,700.00	-3,700.00	-1,637.23	-88.15	0.00	-2,062.77	
5104200 AIRPORT							
5104200 38040 PARTS	-5,000.00	-5,000.00	-5,825.11	-234.97	0.00	825.11	116.5%
5104200 38045 LABOR	-4,600.00	-4,600.00	-4,780.00	-135.00	0.00	180.00	103.9%
TOTAL AIRPORT	-9,600.00	-9,600.00	-10,605.11	-369.97	0.00	1,005.11	110.5%
TOTAL REVENUES	-9,600.00	-9,600.00	-10,605.11	-369.97	0.00	1,005.11	

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5104500 WASTEWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-31,647.01	-12,829.57	0.00	-8,352.99	79.1%*
5104500 38045	LABOR						
	-27,000.00	-27,000.00	-15,711.50	-5,412.00	0.00	-11,288.50	58.2%*
TOTAL WASTEWATER							
	-67,000.00	-67,000.00	-47,358.51	-18,241.57	0.00	-19,641.49	70.7%
TOTAL REVENUES							
	-67,000.00	-67,000.00	-47,358.51	-18,241.57	0.00	-19,641.49	
5104600 WATER							
5104600 38040	PARTS						
	-20,000.00	-20,000.00	-9,453.30	-1,890.53	0.00	-10,546.70	47.3%*
5104600 38045	LABOR						
	-14,000.00	-14,000.00	-7,270.25	-847.50	0.00	-6,729.75	51.9%*
TOTAL WATER							
	-34,000.00	-34,000.00	-16,723.55	-2,738.03	0.00	-17,276.45	49.2%
TOTAL REVENUES							
	-34,000.00	-34,000.00	-16,723.55	-2,738.03	0.00	-17,276.45	
5104700 STORMWATER							
5104700 38040	PARTS						
	-12,000.00	-12,000.00	-7,363.39	-47.88	0.00	-4,636.61	61.4%*
5104700 38045	LABOR						
	-8,500.00	-8,500.00	-4,195.75	-435.00	0.00	-4,304.25	49.4%*
TOTAL STORMWATER							
	-20,500.00	-20,500.00	-11,559.14	-482.88	0.00	-8,940.86	56.4%
TOTAL REVENUES							
	-20,500.00	-20,500.00	-11,559.14	-482.88	0.00	-8,940.86	
5104800 MARINA							
5104800 38040	PARTS						
	0.00	0.00	-495.40	-120.00	0.00	495.40	100.0%



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5104800 MARINA	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104800 38045	0.00	0.00	-455.00	0.00	0.00	455.00	100.0%
LABOR							
TOTAL MARINA	0.00	0.00	-950.40	-120.00	0.00	950.40	100.0%
TOTAL REVENUES	0.00	0.00	-950.40	-120.00	0.00	950.40	
GRAND TOTAL	-960,361.00	-960,361.00	-585,105.63	-84,809.52	0.00	-375,255.37	60.9%

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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	78,399.47	9,573.08	0.00	57,418.53	57.7%
510 51350		PART-TIME					
	29,108.00	29,108.00	18,965.36	2,655.68	0.00	10,142.64	65.2%
510 51400		OVERTIME					
	8,000.00	8,000.00	5,042.32	281.60	0.00	2,957.68	63.0%
510 52100		FICA					
	13,229.00	13,229.00	7,668.19	922.24	0.00	5,560.81	58.0%
510 52200		RETIREMENT					
	32,637.00	32,637.00	20,034.49	2,357.70	0.00	12,602.51	61.4%
510 52300		HEALTH INSUR					
	24,204.00	24,204.00	15,245.77	2,298.28	0.00	8,958.23	63.0%
510 52301		LIFE INSUR					
	708.00	708.00	415.71	58.08	0.00	292.29	58.7%
510 52400		WORKERS' COMP					
	5,836.00	5,836.00	3,888.00	486.00	0.00	1,948.00	66.6%
510 53200		AUDITING					
	2,265.00	2,265.00	1,512.00	189.00	0.00	753.00	66.8%
510 53400		CONTRACTUAL					
	19,582.00	19,582.00	15,269.69	877.70	0.00	4,312.31	78.0%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	1,396.95	0.00	0.00	2,053.05	40.5%
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	522.97	25.00	0.00	627.03	45.5%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	784.56	0.00	0.00	850.44	48.0%
510 54300		UTILITIES ELECTRIC					
	4,000.00	4,000.00	2,170.32	299.96	0.00	1,829.68	54.3%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,100.00	2,100.00	1,327.12	163.66	0.00	772.88	63.2%
510 54500		INSURANCE					
	18,150.00	18,150.00	12,104.00	1,513.00	0.00	6,046.00	66.7%
510 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	1,800.69	36.00	0.00	3,199.31	36.0%
510 54620		R/M EQUIPMENT					
	7,500.00	9,000.00	7,754.48	0.00	0.00	1,245.52	86.2%
510 54630		R/M VEHICLES-LABOR					
	2,500.00	2,500.00	647.50	150.00	0.00	1,852.50	25.9%



FOR 2020 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54640		R/M VEHICLES-PARTS					
	3,500.00	3,500.00	2,073.92	192.84	0.00	1,426.08	59.3%
510 55100		OFFICE SUPPLIES					
	200.00	149.00	54.84	11.36	0.00	94.16	36.8%
510 55200		OPERATING SUPPLIES					
	8,500.00	9,450.00	8,582.65	1,092.74	0.00	867.35	90.8%
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	2,576.06	257.50	0.00	1,923.94	57.2%
510 55240		CHEMICALS					
	500.00	500.00	279.99	279.99	0.00	220.01	56.0%
510 55400		BOOKS/SUBS/DUES					
	200.00	200.00	133.75	0.00	0.00	66.25	66.9%
510 56400		MACH/EQUIP					
	13,500.00	12,000.00	0.00	0.00	7,130.47	4,869.53	59.4%
510 56401		EQUIP-NON CAPITAL					
	6,000.00	5,000.00	3,410.00	3,410.00	0.00	1,590.00	68.2%
510 58600		GAS/OIL COSTS					
	320,000.00	320,000.00	143,112.69	11,720.28	0.00	176,887.31	44.7%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,000.00	307,000.00	197,200.80	32,217.05	0.00	109,799.20	64.2%
510 59990		RESERVE					
	-21,724.00	-21,724.00	0.00	0.00	0.00	-21,724.00	.00*
TOTAL FLEET							
	960,361.00	960,361.00	553,499.89	71,068.74	7,130.47	399,730.64	58.4%
TOTAL EXPENSES							
	960,361.00	960,361.00	553,499.89	71,068.74	7,130.47	399,730.64	
GRAND TOTAL							
	960,361.00	960,361.00	553,499.89	71,068.74	7,130.47	399,730.64	58.4%

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Revenues	(\$ 585,105.63)
Expenses	553,499.89
Net (Rev)Exp	(\$ 31,605.74)

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FOR 2020 08

	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	-16,886.05	-1,710.00	0.00	-15,113.95	52.8%*
520 36110		INTEREST					
	0.00	0.00	-580.65	-102.54	0.00	580.65	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-48.00	0.00	0.00	48.00	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	-17,514.70	-1,812.54	0.00	-17,668.30	49.8%
	-35,183.00	-35,183.00	-17,514.70	-1,812.54	0.00	-17,668.30	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-4,864.00	-608.00	0.00	-2,436.00	66.6%*
TOTAL AIRPORT	-7,300.00	-7,300.00	-4,864.00	-608.00	0.00	-2,436.00	66.6%
	-7,300.00	-7,300.00	-4,864.00	-608.00	0.00	-2,436.00	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-61,336.00	-7,667.00	0.00	-30,664.00	66.7%*
TOTAL SANITATION	-92,000.00	-92,000.00	-61,336.00	-7,667.00	0.00	-30,664.00	66.7%
	-92,000.00	-92,000.00	-61,336.00	-7,667.00	0.00	-30,664.00	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-133,336.00	-16,667.00	0.00	-66,664.00	66.7%*



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5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER	-200,000.00	-200,000.00	-133,336.00	-16,667.00	0.00	-66,664.00	66.7%
TOTAL REVENUES	-200,000.00	-200,000.00	-133,336.00	-16,667.00	0.00	-66,664.00	
5204600 WATER							
5204600 38052 CHARGES FOR UB SERVICES	-200,000.00	-200,000.00	-133,336.00	-16,667.00	0.00	-66,664.00	66.7%*
TOTAL WATER	-200,000.00	-200,000.00	-133,336.00	-16,667.00	0.00	-66,664.00	66.7%
TOTAL REVENUES	-200,000.00	-200,000.00	-133,336.00	-16,667.00	0.00	-66,664.00	
5204700 STORMWATER							
5204700 38052 CHARGES FOR UB SERVICES	-35,000.00	-35,000.00	-23,336.00	-2,917.00	0.00	-11,664.00	66.7%*
TOTAL STORMWATER	-35,000.00	-35,000.00	-23,336.00	-2,917.00	0.00	-11,664.00	66.7%
TOTAL REVENUES	-35,000.00	-35,000.00	-23,336.00	-2,917.00	0.00	-11,664.00	
GRAND TOTAL	-569,483.00	-569,483.00	-373,722.70	-46,338.54	0.00	-195,760.30	65.6%

** END OF REPORT - Generated by Christina Poston **

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	190,532.00	190,532.00	115,174.31	12,724.28	0.00	75,357.69	60.4%
520 51400		OVERTIME					
	2,000.00	2,000.00	2,219.32	121.22	0.00	-219.32	111.0%*
520 52100		FICA					
	14,729.00	14,729.00	8,761.33	964.86	0.00	5,967.67	59.5%
520 52200		RETIREMENT					
	45,652.00	45,652.00	28,116.89	3,077.79	0.00	17,535.11	61.6%
520 52300		HEALTH INSUR					
	38,849.00	38,849.00	24,162.14	3,232.32	0.00	14,686.86	62.2%
520 52301		LIFE INSUR					
	1,076.00	1,076.00	688.85	89.30	0.00	387.15	64.0%
520 52400		WORKERS' COMP					
	439.00	439.00	296.00	37.00	0.00	143.00	67.4%
520 53400		CONTRACTUAL					
	33,033.00	33,033.00	20,115.84	421.45	0.00	12,917.16	60.9%
520 54000		TRAINING/TRAVEL					
	3,070.00	3,070.00	594.49	52.43	0.00	2,475.51	19.4%
520 54100		COMM - PHONE/FAX/ALARM					
	862.00	862.00	260.62	36.90	0.00	601.38	30.2%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	784.56	0.00	0.00	850.44	48.0%
520 54200		POSTAGE					
	40,000.00	40,000.00	28,293.00	0.00	0.00	11,707.00	70.7%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	1,618.87	248.60	0.00	2,056.13	44.1%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	472.47	0.00	0.00	627.53	43.0%
520 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	54.14	0.00	0.00	1,445.86	3.6%
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	3,130.85	0.00	0.00	3,521.15	47.1%
520 54902		BAD DEBT EXPENSE					
	1,500.00	1,500.00	610.08	610.08	0.00	889.92	40.7%
520 55100		OFFICE SUPPLIES					
	3,332.00	3,332.00	527.85	78.44	0.00	2,804.15	15.8%
520 55200		OPERATING SUPPLIES					
	60,260.00	60,260.00	28,480.33	6,086.81	0.00	31,779.67	47.3%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210		UNIFORMS					
	1,200.00	1,200.00	346.00	0.00	0.00	854.00	28.8%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	273.76	18.42	0.00	411.24	40.0%
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	7,133.36	891.67	0.00	3,566.64	66.7%
520 59990		RESERVE					
	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	272,115.06	28,691.57	0.00	297,367.94	47.8%
TOTAL EXPENSES							
	569,483.00	569,483.00	272,115.06	28,691.57	0.00	297,367.94	
GRAND TOTAL							
	569,483.00	569,483.00	272,115.06	28,691.57	0.00	297,367.94	47.8%

** END OF REPORT - Generated by Christina Poston **

Revenues	(\$ 373,722.70)
Expenses	<u>272,115.06</u>
Net (Rev)Exp	(\$101,607.64)



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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 36110	INTEREST					
	0.00	0.00	-446.90	-75.72	0.00	446.90 100.0%
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	-446.90	-75.72	0.00	-15,393.10 2.8%
TOTAL REVENUES						
	-15,840.00	-15,840.00	-446.90	-75.72	0.00	-15,393.10
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-150,000.00	-18,750.00	0.00	-75,000.00 66.7%*
TOTAL WASTE WATER						
	-225,000.00	-225,000.00	-150,000.00	-18,750.00	0.00	-75,000.00 66.7%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-150,000.00	-18,750.00	0.00	-75,000.00
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
	-225,000.00	-225,000.00	-150,000.00	-18,750.00	0.00	-75,000.00 66.7%*
TOTAL WATER						
	-225,000.00	-225,000.00	-150,000.00	-18,750.00	0.00	-75,000.00 66.7%
TOTAL REVENUES						
	-225,000.00	-225,000.00	-150,000.00	-18,750.00	0.00	-75,000.00
GRAND TOTAL						
	-465,840.00	-465,840.00	-300,446.90	-37,575.72	0.00	-165,393.10 64.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	250,022.00	250,022.00	133,475.02	16,323.21	0.00	116,546.98	53.4%
530 51400		OVERTIME					
	2,500.00	2,500.00	1,621.42	53.72	0.00	878.58	64.9%
530 52100		FICA					
	19,318.00	19,318.00	9,661.49	1,166.00	0.00	9,656.51	50.0%
530 52200		RETIREMENT					
	59,905.00	59,905.00	32,369.11	3,923.91	0.00	27,535.89	54.0%
530 52300		HEALTH INSUR					
	54,611.00	54,611.00	25,912.85	3,371.35	0.00	28,698.15	47.4%
530 52301		LIFE INSUR					
	1,386.00	1,386.00	786.73	100.58	0.00	599.27	56.8%
530 52400		WORKERS' COMP					
	8,280.00	8,280.00	5,520.00	690.00	0.00	2,760.00	66.7%
530 53400		CONTRACTUAL					
	3,455.00	3,455.00	3,047.41	300.69	0.00	407.59	88.2%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	524.20	0.00	0.00	4,725.80	10.0%
530 54100		COMM - PHONE/FAX/ALARM					
	779.00	779.00	130.31	18.45	0.00	648.69	16.7%
530 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	1,098.84	104.01	0.00	901.16	54.9%
530 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	802.56	2.25	0.00	832.44	49.1%
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	1,618.83	248.60	0.00	1,381.17	54.0%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	472.44	0.00	0.00	327.56	59.1%
530 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	294.50	294.50	0.00	2,205.50	11.8%
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	898.08	139.79	0.00	5,886.92	13.2%
530 55210		UNIFORMS					
	1,800.00	1,800.00	452.20	0.00	0.00	1,347.80	25.1%
530 55220		JANITORIAL SUPPLIES					
	4,000.00	4,000.00	273.74	18.42	0.00	3,726.26	6.8%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	255.49	0.00	0.00	1,844.51	12.2%
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	219,215.22	26,755.48	0.00	246,624.78	47.1%
TOTAL EXPENSES	465,840.00	465,840.00	219,215.22	26,755.48	0.00	246,624.78	
GRAND TOTAL	465,840.00	465,840.00	219,215.22	26,755.48	0.00	246,624.78	47.1%

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Revenues	(\$ 300,446.90)
Expenses	<u>219,215.22</u>
Net (Rev)Exp	(\$ 81,231.68)

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-425,000.00	-425,000.00	-397,462.07	-15,438.87	0.00	-27,537.93	93.5%*
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	-24,002.75	0.00	0.00	-30,997.25	43.6%*
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-45,605.86	0.00	0.00	-14,394.14	76.0%*
610 36700		GAIN/LOSS ON INVESTMENT					
	-1,400,000.00	-1,400,000.00	-12,270.25	-3,119.26	0.00	-1,387,729.75	.9%*
610 36840		CONTRIBUTIONS FROM CITY					
	-1,605,000.00	-1,605,000.00	-750,260.30	-410,001.92	0.00	-854,739.70	46.7%*
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-350,000.00	-350,000.00	-235,385.73	-47,857.69	0.00	-114,614.27	67.3%*
610 36990		OTHER REVENUE					
	0.00	0.00	8,688.16	993.19	0.00	-8,688.16	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	42,047.54	3,722.43	0.00	32,387.46	56.5%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	20,600.00	20,600.00	12,930.60	0.00	0.00	7,669.40	62.8%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	20,189.39	3,940.42	0.00	15,575.61	56.5%
610 53600		RETIREE BENEFITS					
	1,712,000.00	1,712,000.00	911,926.39	125,638.45	0.00	800,073.61	53.3%
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	-469,204.88	-342,123.25	0.00	469,204.88	100.0%
TOTAL REVENUES							
	-27,653,006.00	-27,653,006.00	-1,456,298.80	-475,424.55	0.00	-26,196,707.20	
TOTAL EXPENSES							
	27,653,006.00	27,653,006.00	987,093.92	133,301.30	0.00	26,665,912.08	
GRAND TOTAL							
	0.00	0.00	-469,204.88	-342,123.25	0.00	469,204.88	100.0%

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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	-445,530.81	-21,816.49	0.00	-4,469.19	99.0%*
620 36120	UNREALIZED GAIN					
-55,000.00	-55,000.00	-27,487.43	0.00	0.00	-27,512.57	50.0%*
620 36130	INCOME/LOSS/REALIZED G/L					
-70,000.00	-70,000.00	-52,226.87	0.00	0.00	-17,773.13	74.6%*
620 36700	GAIN/LOSS ON INVESTMENT					
-1,800,000.00	-1,800,000.00	16,105.60	-2,416.25	0.00	-1,816,105.60	-.9%*
620 36850	CONTRIBUTIONS FROM EMPLOYEES					
-315,000.00	-315,000.00	-199,002.53	-38,739.55	0.00	-115,997.47	63.2%*
620 36990	OTHER REVENUE					
0.00	0.00	7,011.22	1,193.01	0.00	-7,011.22	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	-702,174.88	-61,779.28	0.00	-30,046,195.12	2.3%
TOTAL REVENUES						
-30,748,370.00	-30,748,370.00	-702,174.88	-61,779.28	0.00	-30,046,195.12	
6202100 POLICE						
6202100 36840	CONTRIBUTIONS FROM CITY					
-700,000.00	-700,000.00	-360,356.41	-185,745.94	0.00	-339,643.59	51.5%*
TOTAL POLICE						
-700,000.00	-700,000.00	-360,356.41	-185,745.94	0.00	-339,643.59	51.5%
TOTAL REVENUES						
-700,000.00	-700,000.00	-360,356.41	-185,745.94	0.00	-339,643.59	
6202200 FIRE						
6202200 36840	CONTRIBUTIONS FROM CITY					
-590,000.00	-590,000.00	-283,137.18	-145,943.24	0.00	-306,862.82	48.0%*



FOR 2020 08							
6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-590,000.00	-590,000.00	-283,137.18	-145,943.24	0.00	-306,862.82	48.0%
TOTAL REVENUES	-590,000.00	-590,000.00	-283,137.18	-145,943.24	0.00	-306,862.82	
GRAND TOTAL	-32,038,370.00	-32,038,370.00	-1,345,668.47	-393,468.46	0.00	-30,692,701.53	4.2%
** END OF REPORT - Generated by Christina Poston **							



06/05/2020 09:31
cposton

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

P 1
glytdbud

FOR 2020 08

	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	49,805.56	2,853.42	0.00	29,894.44	62.5%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	21,630.00	21,630.00	14,807.85	0.00	0.00	6,822.15	68.5%
620 53404		INVESTMENT EXPENSE					
	53,000.00	53,000.00	32,646.23	6,923.32	0.00	20,353.77	61.6%
620 53600		RETIREE BENEFITS					
	1,868,000.00	1,868,000.00	1,016,467.73	130,551.52	0.00	851,532.27	54.4%
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	1,113,727.37	140,328.26	0.00	30,924,642.63	3.5%
TOTAL EXPENSES	32,038,370.00	32,038,370.00	1,113,727.37	140,328.26	0.00	30,924,642.63	
GRAND TOTAL	32,038,370.00	32,038,370.00	1,113,727.37	140,328.26	0.00	30,924,642.63	3.5%

** END OF REPORT - Generated by Christina Poston **

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 6/4/2020

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 6/4/2020

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: 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 6/4/2020

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 6/4/2020

Date: January 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Ocean Highway and Port Authority (OHPA)

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 6/4/2020

Date: February 24, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-79
Amending Resolution 2005-189

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-79

SYNOPSIS: The Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), St. Johns River Water Management District (SJRWMD), and Environmental Protection Agency (EPA) require the City Water and Wastewater systems owner to sign permits, applications, etc. Permits required due to growth and improvements in the City allow proper installation, acceptance, and ownership of the City Water and Wastewater facilities.

Resolution 2005-189 authorizes the Utilities Director to sign required permits. Resolution 2005-189 will now be amended to require both the Utilities Director and the City Manager to sign, on behalf of the City as owner/operator of the City Water and Wastewater systems, required applications, permits, agreements, etc.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-79.

Dale L. Martin, City Manager 6/4/2020

Tammi E. Bach, City Attorney 6/5/2020

Katie Newton, Legal Assistant 6/9/2020

Date: June 02, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2005-189; AUTHORIZING THE UTILITIES DIRECTOR AND THE CITY MANAGER TO SIGN PERMITS, APPLICATIONS, ETC. AS THE OWNER/OPERATOR OF THE CITY WATER AND WASTEWATER SYSTEMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), St. Johns River Water Management District (SJRWMD), and Environmental Protection Agency (EPA) require the City Water and Wastewater systems owner to sign permits, applications, etc.; and

WHEREAS, permits required due to growth and improvements in the City allow proper installation, acceptance, and ownership of the City Water and Wastewater facilities; and

WHEREAS, Resolution 2005-189 authorizes the Utilities Director to sign required permits.

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

SECTION 1. The City Commission hereby amends Resolution 2005-189 by requiring both the Utilities Director and the City Manager to sign, on behalf of the City as owner/operator of the City Water and Wastewater systems, required applications, permits, agreements, etc.

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

ADOPTED this 16th day of June, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

RESOLUTION NUMBER 2005-189

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE UTILITIES DIRECTOR TO SIGN PERMITS AS THE OWNER/OPERATOR FOR THE WATER AND WASTEWATER SYSTEMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida DEP, Florida DOT, St. Johns River Water Management District and the Environmental Protection Agency require the owner of the Water and Wastewater systems for the City to sign permits; and

WHEREAS, these permits allow proper installation, acceptance and ownership for the water and wastewater facilities due to growth and improvements in the city.

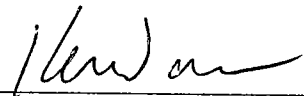
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission of the City of Fernandina Beach, Florida hereby authorizes the Utilities Director to sign the required permits, on behalf of the City, as owner/operator for water and wastewater systems as needed for growth and improvements to the city.

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

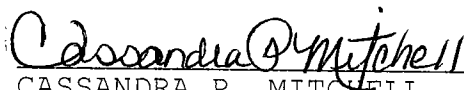
ADOPTED this 18th day of October 2005

CITY OF FERNANDINA BEACH



KEN WALKER
Commissioner - Mayor

ATTEST:



CASSANDRA P. MITCHELL
City Clerk

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-80
Voluntary Annexation Agreement - 529 Pine Road

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-80

SYNOPSIS: Property owner Ms. Sandra Twist has completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.33 acres located at 529 Pine Road (Parcel IDs 00-00-30-0520-0003-0000).

Staff has determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code.

FISCAL IMPACT: 25% surcharge on utilities services based on monthly usage to be paid to the City Utilities Department until such time that the property is annexed into the municipal limits.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-80.

Kelly Gibson, AICP, Planning Director	5/28/2020
Nicole Bednar, Administrative Services Manager	5/29/2020
Dale L. Martin, City Manager	6/4/2020
Pauline Testagrose, Comptroller	6/4/2020
Tammi E. Bach, City Attorney	6/5/2020

Date: May 27, 2020

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-80

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER/WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.33 ACRES OF LAND LOCATED AT 529 PINE ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owner Ms. Sandra Twist has completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.33 acres located at 529 Pine Road (Parcel ID Number: 00-00-30-0520-0003-0000); and

WHEREAS, staff has determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water services to the subject property.

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

SECTION 1. The City Commission hereby authorizes the extension of water and wastewater services to the property owners identified, whose property is located outside the corporate limits of the City at 529 Pine Road and noted as parcel 00-00-30-0520-0003-0000, and approves the Voluntary Annexation Petition, attached hereto as "Exhibit 1".

SECTION 2. The City Commission authorized the City Manager and the City Clerk to execute said petition on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01.

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

ADOPTED this 16th day of June, 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

**RESOLUTION 2020-80
EXHIBIT "A"**

WATER AND WASTEWATER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 00-00-30-0520-0003-0000 LOCATED AT 529 PINE ROAD AND TOTALING
APPROXIMATELY 0.33 ACRES OF LAND

529 PINE ROAD



WATER/ SEWER ANNEXATION

USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary sewer services to property not located within the City limits and not currently eligible for annexation. This form also includes a Petition for Annexation, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

Fees



\$300

IMPORTANT NOTES

Per Municipal Code Sections 82-44 and 82-403, the extension of City water and/or sanitary sewer services to property located outside the municipal limits must be authorized by the City Commission. Application for these services shall be placed on the next available City Commission agenda. The City Commission meets the 1st and 3rd Tuesday of each month at 6:00PM. Applications must be received three (3) weeks prior to the requested agenda.

PROPERTY INFORMATION

Property information can be found at the [Nassau County Property Appraiser's Website](#) at [Map Search](#)

Site Address*

529 Pine Road

Parcel ID #(s)*

00-00-30-0520-0003-0000

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Sandra

Last Name*

Twist

Company (if applicable)

Mailing Address*

529 Pine Road Fernandina Beach, FL 32034

Telephone Number*

7204709338

E-mail Address*

sandra.twist@yahoo.com

OWNER'S AGENT

If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name

Last Name

Company (if applicable)

Mailing Address

City

State

Zip

Telephone Number

E-mail Address

sandra.twist@yahoo.com

PROJECT INFORMATION

Total Number of Lots/Parcels*

1

< One (1) acre sq. footage*

0.33

> One (1) acre sq. footage*

0.33

Existing Zoning Classification*

residential single family

Existing Future Land Use Classification*

n/a

Description of Request*

connect to city water from well

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant's First Name*

Sandra

Applicant's Last Name*

Twist

Today's Date*

5/7/2020

Upload Supporting Documentation*

annexation agreement 05-07-2020 1.pdf

Upload 2

Choose File

No file selected

Upload 3

Choose File

No file selected

Upload 4

Choose File

No file selected

Upload 5

Choose File

No file selected



CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 7th day of May, 2020 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Sandra L. Twist (hereinafter collectively referred to as the "Applicants").

WHEREAS, this Annexation Agreement / Petition for Annexation (hereinafter referred to as "Agreement") shall be considered entered into upon execution, where the actual annexation of land shall occur once the subject property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such annexation, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission and the Applicants, as contained in this Agreement; and

WHEREAS, the Applicants collectively, are the owners of record of the parcel of land known and described as follows, comprising the property which is the subject of this Agreement (the "Property"):

PARCEL ID#: 00-00-30-0530-0003-0000

GENERALLY DESCRIBED AS: _____

ADDRESSED AS: 529 Pine Road, Fernandina Bch, FL 32034

See Attached Exhibit "A"

WHEREAS, the covenants and acknowledgments contained herein have been made in consideration of annexation into the City of Fernandina Beach of the above described Property; and

WHEREAS, it is the desire of the City to provide for appropriate use of the Property; and

WHEREAS, the Applicants are willing to have the Property annexed to the City and the City desires and believes that it would be in the best interest of the City to annex the Property, which is located outside the corporate limits of the City in Nassau County, Florida, at such time as the Property become contiguous; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and acknowledgments stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date: This Agreement shall become effective upon execution.
2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.
3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.
4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

5. Land Use and Zoning: Upon Annexation of the Property, and until the adoption by the City Commission of the City's Comprehensive Plan and zoning district for the Property, the Comprehensive Plan (including future land use) and zoning ordinances and regulations shall remain in full force and effect for the Property, and shall be enforced by the City. The City shall adopt the future land use designation and zoning district for the Property that most closely approximate to the current Nassau County future land use designation and zoning district for the Property regarding allowable uses and development standards.

6. Governing Law: The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

7. Entire Agreement: The parties hereto acknowledge that this Agreement constitutes the sole agreement between the parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the parties hereto. The parties hereto further acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee, which representation or statement is not approved by the other at any public hearing or work session of the City Commission or otherwise made as part of the official public record in the proceedings related to this Agreement. This Agreement binds the Applicants' Property to being annexed into the City once the Property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission.

8. Default: In the event either of the parties default in the performance of the obligations set forth in this Agreement, then the other may, upon notice to defaulting party, allow the defaulting party sixty (60) days to cure the default or provide evidence to the non-defaulting party that such default will be cured in a timely manner if it cannot be cured during said period. If the defaulting party fails to cure such default or provide such evidence as provided above, then, with notice to defaulting party, the other party may begin proceedings to require specific performance of this Agreement or bring suit for damages for breach of the Agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.

8. Recording: This Agreement shall run with the land and a copy of this Agreement for Annexation shall be filed and recorded by the City Clerk's Office with the Nassau County Clerk of Circuit Court.

IN WITNESS WHEREOF, the City and Applicant(s) have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and the year first above written.

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TEBR

TAMMI E. BACH
City Attorney

APPLICANT(S)

By:

Applicant

[Signature]

By:

Applicant

STATE OF FLORIDA GA }
COUNTY OF NASSAU }
COBB

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,

this 7th day of May, 2020,

by Sandra L Twist.

Suchandra Banerjee
Notary Public

SUCHANDRA BANERJEE
Printed Name
Expires

May 19, 2021
My Commission

Personally Known _____ OR Produced Identification ☒ ID Produced: GADL Exp: 05/05/2027

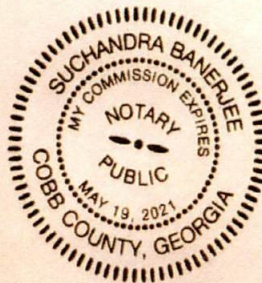


EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

PROPERTY INFORMATION

Parcel Number 00-00-30-0520-0003-0000

Owner Name	LAND JERRY B
Mailing Address	529 PINE ROAD
	FERNANDINA BEACH, FL 32034
Location Address	529 PINE RD
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Millage	16.5856
Homestead	No
Property Usage	SINGLE FAM 000100
Deed Acres	0
Short Legal	LOT 3 IN OR 207/247 PINE MEADOW SUB PB 3/58

2019 Certified Values

Land Value	\$48,600
(+) Improved Value	\$46,373
(=) Market Value	\$94,973
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$
(=) Assessed Value	\$94,973
(-) Homestead	\$0
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$94,973
(-) Non-School HX & Other Exempt Value	\$0
(=) County Taxable Value	\$94,973

Note: *10% Cap does not apply to School Taxable Value

Property Search

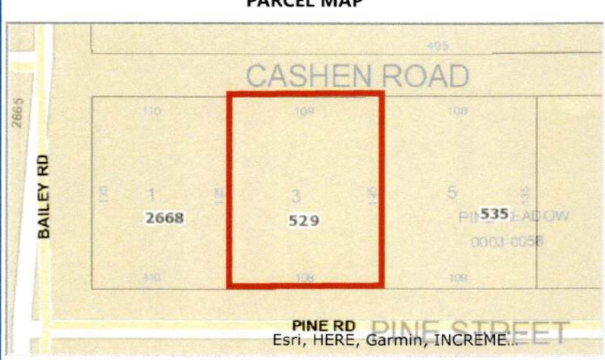
Map This Parcel

GIS Report

Property Record Card

Print Friendly Page

PARCEL MAP



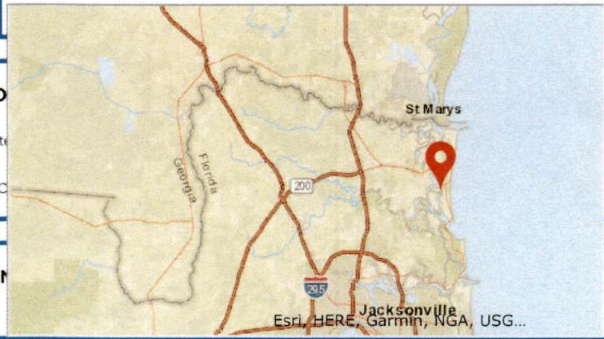
2019 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFO

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Ext
SINGLE FAM	1321	816	3	1	CONC BLO

MISCELLANEOUS IN

Description	Dimensions L X W
-------------	------------------

SALES INFORMATION

1/2

THIS INSTRUMENT PREPARED BY:

Jeff Marks

Ryan, Marks and Stromberg Attorneys, LLP

3000-8 Hartley Road

Jacksonville, FL 32257

File Number: **200176**

RECORD AND RETURN TO:

Sandra Twist

529 Pine Road

Fernandina Beach, FL 32034

RE PARCEL ID #: 00-00-30-0520-0003-0000

BUYER'S TIN:

[Space Above This Line For Recording Data]

2004567

\$148000⁰⁰

Warranty Deed

This Warranty Deed is delivered this **23rd** day of **April, 2020** between **Jerry B. Land, unmarried** hereinafter called Grantor, and whose address is **3758 Constancia Drive, Green Cove Springs, FL 32043**, to **Sandra Twist**, hereinafter called Grantee and whose address is **529 Pine Road, Fernandina Beach, FL 32034**.

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in **Nassau County, Florida**, viz:

Lot 3, PINE MEADOWS, according to the plat thereof recorded in Plat Book 3, page 58, of the public records of Nassau County, Florida.

Parcel Identification Number: 00-00-30-0520-0003-0000

SUBJECT TO taxes accruing subsequent to **December 31, 2019**.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

Together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in our presence:

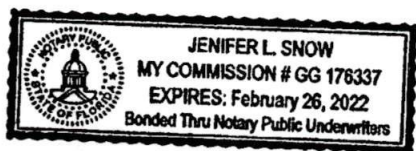
Lynda C. Braxton
Witness Name: LYNDA C. BRAXTON
Jenifer L. Snow
Witness Name: JENIFER L. SNOW

Jerry B. Land (Seal)
Jerry B. Land

State of Florida
County of Clay

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of April, 2020 by Jerry B. Land, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Jenifer L. Snow
Notary Public
Printed Name: Jenifer L. Snow
My Commission Expires: _____

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-47
Purchasing Policies and Procedures Manual Amendment - Impact Fee Expenditures

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-47

SYNOPSIS: The City Commission directed the City Attorney to propose a written impact fee expenditure policy. This Resolution amends the City's Purchasing Policies and Procedures Manual to include a new section for use/expenditure of impact fees. This proposed policy limits the expenditure of impact fees for Police, Fire, Public Buildings, and Parks and Recreation to expenditures needed to add capacity for new development.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-47.

Dale L. Martin, City Manager 3/19/2020

Pauline Testagrose, Comptroller 3/19/2020

Tammi E. Bach, City Attorney 4/3/2020

Date: March 16, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE PURCHASING POLICIES AND PROCEDURES MANUAL, SPECIFICALLY ADDING SECTION "W" FOR USE OF IMPACT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted and amended Purchasing Policies and Procedures Manual via Resolution 2018-78 and Resolution 2018-159; and

WHEREAS, it is important that the City provide for a written policy in its Purchasing Policies and Procedures Manual for use/expenditures of Police, Fire, Public Buildings/Capital Facilities, and Parks and Recreation impact fees under Section 2-451 et seq. of the City Code of Ordinances; and

WHEREAS, City staff recommends the Purchasing Policies and Procedures Manual be amended to add a use/expenditure policy for Police, Fire, Public Buildings/Capital Facilities, Parks and Recreation impact fees.

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

SECTION 1. The City Commission hereby authorizes an amendment to the Purchasing Policies and Procedures, *Use/Expenditures of Impact Fees*, and such amended language shall read as follows:

W. Use/Expenditures of Impact Fees.

1. *"Impact fees"* as used in this Section mean the impact fees adopted by the City for fire protection, police protection, parks and recreation and public buildings/capital facilities pursuant to Section 2-451 et seq. of the City Code of Ordinances.

2. *Investment in Interest Bearing Accounts.* All impact fees on deposit in the trust funds shall be invested in interest bearing sources, and the income derived shall be applied to the applicable trust fund.

3. *Limitation on Use of Impact Fees.* Impact fees collected shall be used exclusively for capital improvements, as defined by Section 2-455 of the City Code. Impact fees must be used only for capital improvement costs which add capacity needed to serve new development.

4. *Annual Capital Improvements Program.* Annually, the City Manager must present to the City Commission a proposed capital improvement program, assigning proposed expenditures of impact fee funds, including any accrued interest, from the several impact fee trust funds to specific capital improvement projects and related expenses. Monies, including any accrued interest not assigned in any fiscal period shall be retained in the same impact fee trust funds until the next fiscal period.

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

ADOPTED this 16th day of June, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-81
Award Bid #2020-04 - CGC, Inc.
Work Order 20-89R - Passero Associates LLC
Grant Acceptance - Federal Aviation Administration (FAA)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-81

SYNOPSIS: The scope of this project is to rehabilitate Runway 4/22 pavement, stormwater, and drainage at the Fernandina Beach Municipal Airport. The existing infrastructure has reached the end of its useful life and is ready for replacement. The scope of work in this project does not alter runway length, width, or operational capability of the runway.

Invitation to Bid #2020-04 was released for the rehabilitation of Runway 4/22 drainage, stormwater, and pavement at the Fernandina Beach Municipal Airport. After review of submittals, staff recommends awarding Bid #2020-04 to CGC, Inc. in an amount not to exceed \$2,246,497. This amount is for the completion of the base bid and includes an extension of stormwater quantity negotiated with the proposed contractor reflected as Bid Alternate #2.

Passero Associates has proposed Work Order 20-89R for grant administration, bidding, construction administration, and resident observation services, as required by FAA grant obligations, in an amount not to exceed \$229,700 for this project. As required by the FAA, an independent fee estimate was provided by a separate consultant service, AVCON, Inc, which estimated similar consultant services at \$220,000 for this same project. The FAA has reviewed Work Order 20-89R and the independent fee estimate, and concurs with the proposed scope and fees for service within Passero Work Order 20-89R.

As a result of the CARES Act, the FAA has provided Grant Agreement #3-12-0022-029-2020 to cover 100% of all eligible project costs associated with rehabilitation of Runway 4/22 stormwater, drainage, and pavement, and expenses under Passero Work Order 20-89R.

The anticipated construction length is 140 days, and, contingent upon Commission approval, will commence this summer. Runway 4/22 will be closed for the duration of the project, and there will be other temporary impacts to Runway 13/31 and Runway 9/27 during the course of the project. At least one runway at the Airport will remain open during all phases of this project.

This project has been discussed with the Airport Advisory Commission (AAC) during numerous meetings, and AAC members support the rehabilitation of Runway 4/22 as proposed by staff.

FISCAL IMPACT: Funds for this project are available within the Airport Improvements account, 420 56300. Additionally, revenue from the FAA under a grant award to support this project is projected within the Airport FAA Grant account, 420 33220. Based upon current project status, staff has identified that this project will not be completed within the current Fiscal Year, and has also proposed inclusion of funding to support this project within the draft FY 20/21 budget. 100% of project costs will be reimbursed under FAA Grant #3-12-0022-029-2020.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-81.

Nicole Bednar, Administrative Services Manager	6/2/2020
Lorelei Jacobs, Grants Administrator	6/2/2020
Dale L. Martin, City Manager	6/4/2020
Pauline Testagrose, Comptroller	6/4/2020
Tammi E. Bach, City Attorney	6/5/2020

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



Katie Newton, Legal Assistant

6/9/2020

Date: May 26, 2020

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-81

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #2020-04 TO CGC, INC. FOR THE REHABILITATION OF RUNWAY 4/22 PAVEMENT, STORMWATER, AND DRAINAGE; AUTHORIZING PASSERO ASSOCIATES LLC WORK ORDER 20-89R FOR GRANT ADMINISTRATION, CONSTRUCTION ADMINISTRATION, AND RESIDENT OBSERVATION SERVICES RELATED TO THE RUNWAY 4/22 REHABILITATION PROJECT; AUTHORIZING ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) GRANT OFFER #3-12-0022-2020; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Runway 4/22 pavement, stormwater, and drainage has reached the end of useful life and requires replacement; and

WHEREAS, Airport staff has coordinated programming of Federal Aviation Administration funds to support rehabilitation of this infrastructure; and

WHEREAS, in accordance with the Coronavirus Aid, Relief, and Economic Security Act (CARES) FAA Grant #3-12-0022-2020 has been offered which would reimburse 100% of associated construction and consultant service costs associated with this project; and

WHEREAS, the City of Fernandina Beach released Invitation to Bid #2020-04 and staff recommends award of Bid #20-04 to the apparent low bidder, CGC, Inc., in an amount not to exceed \$2,246,497; and

WHEREAS, staff recommends authorization to approve Passero Work Order 20-89R for administration and observation services related to this project, in an amount not to exceed \$229,700.

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

SECTION 1. The City Commission hereby awards Bid # 2020-04 to CGC, Inc. in an amount not to exceed \$2,246,497 for rehabilitation of Runway 4/22 pavement, stormwater, and drainage.

SECTION 2. The City Commission hereby authorizes the approval of Passero Associates LLC Work Order 20-89R in an amount not to exceed \$229,700, attached hereto as Exhibit "A."

SECTION 3. The City Commission hereby authorizes acceptance of FAA Grant Agreement #3-12-0022-2020, attached hereto as Exhibit "B."

SECTION 4. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this project, upon review and approval of the City Attorney.

SECTION 5. This Resolution shall be effective immediately upon passage.

ADOPTED this 16th day of June, 2020.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH BID OPENING TALLY

ITB 2020-04 Airport Runway 4/22 Improvements

Attended by:

Nathan Coyle and Wanda Weeks

2:00 PM
MAY 8, 2020
(edw)

DATE/TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT	EXHIBITS A-H	ADDENDUMS 1-2	BOND
5-8-20 8 AM	Preferred materials	Base: \$2,299,599.98 Add 1: \$48,000	yes	yes	yes
5-8-20 1:21 PM	CGC, Inc.	Base: \$1,961,747.00 Add 1: \$854,000.00	yes	yes	yes
5-8-20 1:10 PM	J.D. Hanson Company	Base: \$2,087,103.94 Add 1: \$195,000.00	yes	yes	yes
5-8-20 12:25 PM	Duval Asphalt	Base: \$2,093,866.00 Add 1: \$38,000	yes	yes	yes

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award



May 21, 2020

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

Reference: **Recommendation of Award**
 Runway 4-22 Rehabilitation
 Fernandina Beach Municipal Airport (FHB)
 ITB No. 2020-04
 FAA AIP No. 3-12-0022-028-2019
 FDOT Project FIN: 443809-1
 PA Project Number 99000047.0089

Dear Mr. Martin:

Passero Associates has reviewed the four (4) bids that were received and opened on May 8, 2020 at 2:00PM EDT for the Runway 4-22 Rehabilitation project at the Fernandina Beach Municipal Airport. This letter serves as Passero Associates recommendation to award the construction contract to CGC, Inc. of Jacksonville, Florida.

Passero Associates performed a review of CGC, Inc.'s. responsibility by researching the following:

- A detailed analysis of the proposal submitted by CGC, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.
- CGC, Inc. is a licensed Certified General Contractor CGC 1524573 in the State of Florida. (Expires 8/31/2020)
- CGC, 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.
- CGC, 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.
- CGC, 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.
- CGC, Inc. has been licensed with the State of Florida since August of 2016 and has successful experience with similar projects.

A Bid Tabulation showing a summary of the bids received and opened at the projects bid opening on May 8, 2020 @ 2:00PM is enclosed for your review.

Based on the bid information and available grant funding, Passero recommends that the Base Bid (\$1,961,747.00) and Bid Additive #2 (\$284,750.00) be awarded to CGC, Inc. Bid Additive #2 represents additional pipe lining and drainage improvements under and along Runway 4-22.

Passero Associates recommends the City of Fernandina Beach award a construction contract to CGC, Inc. in the amount of two million two hundred forty-six thousand four hundred ninety-seven dollars and zero cents. (\$2,246,497.00), contingent on an FAA grant offer.

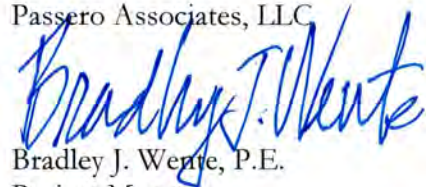
A copy of the updated Contract Agreement and Notice of Award are enclosed for your use and review. The attached Contract Agreement is updated based per Addendum #1 and CGC, Inc.'s information.

We have also enclosed for your consideration and approval, the Passero Associates, LLC Work Order 20-89R for Grant Administration, Bidding, Construction Administration, Resident Observation, Closeout Services in the amount of two hundred twenty nine thousand seven hundred dollars and zero cents (\$229,700.00).

If you have any questions or require additional information, please contact me.

Respectfully Submitted,

Passero Associates, LLC



Bradley J. Wentz, P.E.
Project Manager

attach: Bid Tabulation
Contract Agreement & Notice of Award
PA Work Order 20-89R

cc: Nathan Coyle, Airport Manager
Andrew Holesko, Passero Associates

BASE BID - REHABILITATE RUNWAY 4-22 INCLUDING DRAINAGE, LIGHTING AND MARKING				ENGINEER'S OPINION OF PROBABLE COST		CGC INC.		DUVAL ASPHALT		J.D HINSON		PREFERRED MATERIALS	
PAY ITEM NO.	DESCRIPTION	QUANTITY [Unit]		UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]
C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM, INCLUDING TESTING	1	LS	\$25,000.00	\$25,000.00	33,119.00	33,119.00	42,600.00	42,600.00	37,358.20	37,358.20	59,015.11	59,015.11
C-102-5.1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	\$5,000.00	\$5,000.00	4,200.00	4,200.00	32,850.00	32,850.00	8,222.50	8,222.50	29,870.61	29,870.61
C-102-5.2	SILT FENCE	1,400	LF	\$3.00	\$4,200.00	1.50	2,100.00	1.10	1,540.00	2.20	3,080.00	1.47	2,058.00
C-102-5.3	INLET PROTECTION	1	EA	\$500.00	\$500.00	100.00	100.00	80.00	80.00	330.00	330.00	400.00	400.00
C-105-6.1	MOBILIZATION	1	LS	\$156,000.00	\$156,000.00	151,765.00	151,765.00	195,000.00	195,000.00	144,763.58	144,763.58	230,732.73	230,732.73
C-106-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$135,000.00	\$135,000.00	113,800.00	113,800.00	85,000.00	85,000.00	139,650.08	139,650.08	155,818.83	155,818.83
C-107-3.1	CONSTRUCTION PROGRESS AERIAL PHOTOS	1	LS	\$7,500.00	\$7,500.00	1,365.00	1,365.00	8,500.00	8,500.00	1,100.00	1,100.00	4,791.74	4,791.74
C-108-8.1	PROJECT SURVEY, STAKEOUT AND RECORD DRAWINGS	1	LS	\$17,500.00	\$17,500.00	38,500.00	38,500.00	65,000.00	65,000.00	12,650.00	12,650.00	53,241.65	53,241.65
P-101-5.1	BITUMINOUS PAVEMENT REMOVAL, FULL DEPTH	5,800	SY	\$12.00	\$69,600.00	4.00	23,200.00	7.00	40,600.00	5.41	31,378.00	5.00	29,000.00
P-101-5.2	BITUMINOUS PAVEMENT REMOVAL, VARIABLE DEPTH (3-INCH OR LESS)	43,000	SY	\$3.50	\$150,500.00	2.70	116,100.00	2.75	118,250.00	2.75	118,250.00	1.67	71,810.00
P-152-4.1	UNCLASSIFIED EXCAVATION	1,700	CY	\$25.00	\$42,500.00	19.95	33,915.00	20.00	34,000.00	16.42	27,914.00	12.60	21,420.00
P-152-4.2	EMBANKMENT IN PLACE	1,200	CY	\$22.00	\$26,400.00	0.05	60.00	16.00	19,200.00	23.93	28,716.00	27.09	32,508.00
P-160-8.1	12-INCH SUBGRADE STABILIZATION	6,100	SY	\$5.00	\$30,500.00	4.00	24,400.00	24.00	146,400.00	9.12	55,632.00	7.31	44,591.00
P-211-5.1	LIMEROCK BASE COURSE, 4-INCH	1,100	SY	\$10.50	\$11,550.00	8.96	9,856.00	11.00	12,100.00	11.58	12,738.00	11.62	12,782.00
P-211-5.2	LIMEROCK BASE COURSE, 10-INCH	5,000	SY	\$14.50	\$72,500.00	18.40	92,000.00	20.00	100,000.00	22.63	113,150.00	18.39	91,950.00
P-401-8.1	BITUMINOUS SURFACE COURSE, 2-INCH	6,300	TON	\$105.00	\$661,500.00	115.30	726,390.00	105.00	661,500.00	117.43	739,809.00	122.05	768,915.00
P-401-8.2	BITUMINOUS LEVELING COURSE	50	TON	\$110.00	\$5,500.00	180.00	9,000.00	145.00	7,250.00	165.00	8,250.00	209.75	10,487.50
P-602-5.1	PRIME COAT	1,500	GAL	\$1.70	\$2,550.00	0.02	30.00	6.50	9,750.00	7.15	10,725.00	2.28	3,420.00
P-603-5.1	TACK COAT	9,900	GAL	\$1.60	\$15,840.00	7.02	69,498.00	6.50	64,350.00	7.15	70,785.00	1.31	12,969.00
P-610-5.1	CONCRETE THRESHOLD BAR, 4-INCH	768	SF	\$10.00	\$7,680.00	10.50	8,064.00	12.00	9,216.00	11.24	8,632.32	17.30	13,286.40
P-620-5.1	TEMPORARY RUNWAY/TAXIWAY MARKING	75,600	SF	\$1.50	\$113,400.00	0.40	30,240.00	0.40	30,240.00	0.39	29,484.00	0.35	26,460.00
P-620-5.2	RUNWAY/TAXIWAY MARKING, WHITE, WITH GLASS BEADS	71,600	SF	\$2.25	\$161,100.00	0.95	68,020.00	0.80	57,280.00	0.99	70,884.00	0.90	64,440.00
P-620-5.3	RUNWAY/TAXIWAY MARKING, YELLOW, WITH GLASS BEADS	4,000	SF	\$2.25	\$9,000.00	0.96	3,840.00	0.80	3,200.00	1.10	4,400.00	1.00	4,000.00
P-620-5.4	TAXIWAY/RUNWAY MARKING, BLACK	17,000	SF	\$1.25	\$21,250.00	0.41	6,970.00	0.50	8,500.00	0.55	9,350.00	0.50	8,500.00
P-621-5.1	PAVEMENT GROOVING	47,000	SY	\$4.00	\$188,000.00	3.00	141,000.00	1.40	65,800.00	2.51	117,970.00	1.38	64,860.00
D-702-6.1	30-INCH REINFORCED CONCRETE PIPE LINING	615	LF	\$300.00	\$184,500.00	165.00	101,475.00	210.00	129,150.00	207.26	127,464.90	303.69	186,769.35
D-751-5.1	REMOVE INLET	1	EA	\$2,200.00	\$2,200.00	2,500.00	2,500.00	3,000.00	3,000.00	2,764.03	2,764.03	4,830.00	4,830.00
D-751-5.2	FDOT TYPE E DITCH BOTTOM INLET	1	EA	\$10,000.00	\$10,000.00	12,000.00	12,000.00	14,000.00	14,000.00	8,102.33	8,102.33	35,858.50	35,858.50
T-904-5.1	SODDING	2,500	SY	\$4.00	\$10,000.00	3.00	7,500.00	3.50	8,750.00	6.50	16,250.00	4.22	10,550.00
T-905-5.1	TOPSOIL PLACEMENT, 4-INCH	300	CY	\$12.00	\$3,600.00	10.00	3,000.00	11.00	3,300.00	30.37	9,111.00	61.85	18,555.00
L-108-5.1	ELECTRICAL DEMOLITION, CABLE	1	LS	\$15,000.00	\$15,000.00	6,000.00	6,000.00	5,200.00	5,200.00	5,500.00	5,500.00	16,750.00	16,750.00
L-108-5.2	1/C NO. 8 AWG 5KV L-824 TYPE C CABLE, INSTALLED IN EXISTNG OR NEW CONDUIT	19,000	LF	\$2.00	\$38,000.00	1.02	19,380.00	1.00	19,000.00	0.94	17,860.00	1.98	37,620.00
L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING BACKFILL, GROUND RODS AND GROUND CONNECTORS	500	LF	\$2.00	\$1,000.00	3.00	1,500.00	2.50	1,250.00	2.75	1,375.00	2.23	1,115.00
L-109-7.1	REMOVE EXISTING CONSTANT CURRENT REGULATOR	1	LS	\$1,500.00	\$1,500.00	600.00	600.00	510.00	510.00	550.00	550.00	1,250.00	1,250.00
L-109-7.2	7.5 KW CONSTANT CURRENT REGULATOR AND NECESSARY CONNECTIONS	1	EA	\$10,000.00	\$10,000.00	12,600.00	12,600.00	11,000.00	11,000.00	11,550.00	11,550.00	9,875.00	9,875.00
L-110-5.1	2-INCH PVC CONDUIT, INSTALLED IN TRENCH	500	LF	\$4.00	\$2,000.00	4.20	2,100.00	3.60	1,800.00	3.85	1,925.00	7.42	3,710.00
L-125-5.1	ELECTRICAL DEMOLITION, LIGHTS	1	LS	\$5,000.00	\$5,000.00	3,600.00	3,600.00	3,250.00	3,250.00	3,300.00	3,300.00	14,950.00	14,950.00
L-125-5.2	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS	2	EA	\$1,100.00	\$2,200.00	960.00	1,920.00	850.00	1,700.00	880.00	1,760.00	1,847.56	3,695.12
L-125-5.3	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	56	EA	\$600.00	\$33,600.00	480.00	26,880.00	425.00	23,800.00	440.00	24,640.00	898.73	50,328.88
L-125-5.4	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	8	EA	\$1,100.00	\$8,800.00	960.00	7,680.00	850.00	6,800.00	880.00	7,040.00	1,896.22	15,169.76
L-125-5.5	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	16	EA	\$600.00	\$9,600.00	540.00	8,640.00	500.00	8,000.00	495.00	7,920.00	976.27	15,620.32
L-125-5.6	L-850C FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	16	EA	\$1,500.00	\$24,000.00	1,200.00	19,200.00	1,125.00	18,000.00	1,100.00	17,600.00	1,866.73	29,867.68
L-125-5.7	L-867D JUNCTION CAN WITH BLANK LID	1	EA	\$600.00	\$600.00	840.00	840.00	750.00	750.00	770.00	770.00	1,243.56	1,243.56
L-125-5.8	RELOCATE BASE MOUNTED THRSHOLD LIGHT	8	EA	\$900.00	\$7,200.00	600.00	4,800.00	550.00	4,400.00	550.00	4,400.00	1,564.28	12,514.24
L-126-7.1	FLIGHT CHECK	1	FIXED	\$12,000.00	\$12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Base Bid Total						TOTAL:	1,961,747.00	TOTAL:	\$2,093,866.00	TOTAL:	\$2,087,103.94	TOTAL:	\$2,299,599.98

BID ADDITIVE NO. 1 - START CONSTRUCTION AFTER MARCH 15, 2021						CGC INC.		DUVAL ASPHALT		J.D HINSON		PREFERRED MATERIALS	
PAY ITEM NO.	DESCRIPTION	QUANTITY [Unit]		UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]
X-100-3.1	CHANGE IN CONTRACT AMOUNT TO DELAY START OF CONSTRUCTION TO MARCH 15, 2021	1	LS	\$60,000.00	\$60,000.00	54,000.00	54,000.00	38,000.00	38,000.00	195,000.00	195,000.00	48,000.00	48,000.00

BID ADDITIVE NO. 2 - ADDITIONAL PIPE LINING AND DRAINAGE IMPROVEMENTS						CGC INC.		DUVAL ASPHALT		J.D HINSON		PREFERRED MATERIALS	
PAY ITEM NO.	DESCRIPTION	QUANTITY [Unit]		UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]
D-702-6.1	30-INCH REINFORCED CONCRETE PIPE LINING	1,550	LF	\$300.00	\$465,000.00	165.00	255,750.00	210.00	325,500.00	207.26	321,253.00	303.69	470,719.50
D-751-5.1	REMOVE INLET	2	EA	\$2,200.00	\$4,400.00	2,500.00	5,000.00	3,000.00	6,000.00	2,764.03	5,528.06	4,830.00	9,660.00
D-751-5.2	FDOT TYPE E DITCH INLET	2	EA	\$10,000.00	\$20,000.00	12,000.00	24,000.00	14,000.00	28,000.00	8,102.33	16,204.66	35,858.50	71,717.00
Bid Additive No. 2					\$489,400.00	TOTAL:	284,750.00	TOTAL:	359,500.00	TOTAL:	342,985.72	TOTAL:	552,096.50

				CGC INC.		DUVAL ASPHALT		J.D HINSON		PREFERRED MATERIALS		
	TOTAL BID AMOUNT (BASE BID + BID ADDITIVE No. 1)			\$2,380,870.00	TOTAL BID	\$2,015,747.00	TOTAL BID	\$2,131,866.00	TOTAL BID	\$2,282,103.94	TOTAL BID	\$2,347,599.98

			\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL BID AMOUNT (BASE BID + BID ADDITIVE No. 2)	\$2,810,270.00	TOTAL BID \$2,246,497.00	TOTAL BID \$2,453,366.00	TOTAL BID \$2,430,089.66	TOTAL BID \$2,851,696.48

RECOMMENDED AWARD AMOUNT	CGC INC.	
	*BID AWARD	\$2,246,497.00

Eligible Bidder's Check List	CGC INC.	DUVAL ASPHALT	J.D HINSON	PREFERRED MATERIALS
Completed Signature of Bidder Form	X	X	X	X
Bid Forms with Bid Calculated Correctly	X	X	X	X
Bid Guaranty in the form of Certified Check OR Bid Bond				
Bid Bond form and Bid Bond Affidavit form if Bid Guaranty is in the form of a bid bond.	X	X	X	X
Completed EEO Participation & Compliance Report Statements.	X	X	X	X
Completed Certification of Buy American Compliance.	X	X	X	X
Completed Trade Restriction Certification.	X	X	X	X
Completed Bidder Certification of Non-Segregated Facilities.	X	X	X	X
Completed Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.	X	X	X	X
Completed DBE 1- Bidders DBE Utilization Commitment.	X	X	X	X
Completed DBE 2- Bidders DBE Assurances.	X	X	X	X
Completed DBE 3- Bidders DBE Intent to Utilize a Certified DBE.	X	X	X	X
Completed Certification of Bidders Tax Delinquency & Felony Convictions.	X	X	X	X
Completed Certification of Bidder Regarding Debarment.	X	X	X	X
Completed Insurance Forms.	X	X	X	X
Completed Subcontractors and Suppliers form.	X	X	X	X
Completed Addenda Receipt form.	X	X	X	X
Completed Contractor's Certification of Eligibility form.	X	X	X	X
Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders. Completed Statement of Bidder's Qualifications form	X	X	X	X
Completed and signed W-9	X	X	X	X
Completed Bid Opening Checklist form	X	X	X	X
Exhibit A - Completed Contact Sheet	X	X	X	X
Exhibit B - Completed Public Entity Crimes Form	X	X	X	X
Exhibit C - Drug Free Work-Place Certification Form	X	X	X	X
Exhibit D - Completed E-Verify Statement Form	X	X	X	X
Exhibit E - Completed Propser Acknowledgements and Agreements Form	X	X	X	X
Exhibit F - Completed Conflict of Interest Form	X	X	X	X
Exhibit G - Completed Non-Collusion Affadavit Form	X	X	X	X
Exhibit H - Completed Disputes Disclosure Form	X	X	X	X

CITY OF FERNANDINA BEACH CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

This **AGREEMENT** made on the _____ day of _____ in the year of 2020, **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: Runway 4-22 Rehabilitation Fernandina Beach Municipal Airport (FHB)

CONTRACTOR: CGC, Inc.

ARCHITECT/ENGINEER: Passero Associates, LLC

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 20-04. Documents comprising Bid Number 20-04 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 thirty (30) calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than one hundred thirty-five (135) 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 \$2,246,497.00 subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

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

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to pay to the Owner One Thousand Dollars (\$1,000.00) **per calendar day for each calendar day beyond the Final Completion.**

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

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

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted to the 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 borne by the Owner and implemented through a Change Order recommended by the Architect and approved by the Owner. If such Work was inspected and found not to be in conformance with the Contract Documents, the Contractor shall pay the cost of uncovering and replacement without a change in Contract Time.

14. Correcting Rejected Work

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

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

Richard C. Gaskin, Jr.
Contractor's Name:

President
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: Runway 4-22 Rehabilitation

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:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Name and Title: _____

(Affix Seal)

Signature:

Name and Title:

(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)

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: **Runway 4-22 Rehabilitation**

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 _____, 2020

, by the **City of Fernandina Beach, Florida**, hereinafter called the OWNER,

To CGC, Inc., hereinafter called the CONTRACTOR,

is for the completion of a certain project described as:

Runway 4-22 Rehabilitation

FDOT Project FIN: **443809-1**

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 Base Bid, dated May 8, _____, 2020 plus the following Bid Additive
#2:

Additional Pipe Lining and Drainage Improvements

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:

(two million, two hundred forty six thousand four hundred ninety seven dollars and zero cents)

(Amount in Written Words)

(\$2,246,497.00)

(Amount in Numerals)

Commencement of work under this contract shall begin not less than **five (5)** nor more than **thirty (30)** calendar 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 thirty-five (135) 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

BID FORMS
FAA AIP NO.: **3-12-0022-028-2019**
FDOT Project FIN: **443809-1**
City ITB#: 2020-04

TO: City of Fernandina Beach, FL

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

RUNWAY 4-22 REHABILITATION

Contractor 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 Bid 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.

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 project requirements and, in addition to the City contract agreement, 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) calendar days of the notice-of-award, and furthermore, provide executed Payment and Performance bonds within fifteen (15) calendar 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 thirty (30) 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 forty (140) Calendar days 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 day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$1000.00 per Calendar 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. Completed Signature of Bidder Form.
- ✓2. Bid Forms with Bid Calculated Correctly.
- ✓3. 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.
- ✓4. Completed EEO Participation & Compliance Report Statements.
- ✓5. Completed Certification of Buy American Compliance.
- ✓6. Completed Trade Restriction Certification.
- ✓7. Completed Bidder Certification of Non-Segregated Facilities.
- ✓8. Completed Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.
- ✓9. Completed DBE 1- Bidders DBE Utilization Commitment.
- ✓10. Completed DBE 2- Bidders DBE Assurances.
- ✓11. Completed DBE 3- Bidders DBE Intent to Utilize a Certified DBE.
- ✓12. Completed Certification of Bidders Tax Delinquency & Felony Convictions.
- ✓13. Completed Certification of Bidder Regarding Debarment.
- ✓14. Completed Certification of Bidder of Lower Tier Contractors Regarding Debarment.
- ✓15. Completed Insurance Forms.
- ✓16. Completed Subcontractors and Suppliers form.
- ✓17. Completed Addenda Receipt form.
- ✓18. Completed Contractor's Certification of Eligibility form.
- ✓19. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders. Completed Statement of Bidder's Qualifications form.
- ✓20. Completed and signed W-9.
- ✓21. Completed Bid Opening Checklist form.
- ✓22. Exhibit A – Completed Contact Sheet.
- ✓23. Exhibit B – Completed Public Entity Crimes Form.
- ✓24. Exhibit C – Drug Free Work-Place Certification Form.
- ✓25. Exhibit D – Completed E-Verify Statement Form.
- ✓26. Exhibit E – Completed Proposer Acknowledgements and Agreements Form
- ✓27. Exhibit F – Completed Conflict of Interest Form.
- ✓28. Exhibit G – Completed Non-Collusion Affidavit Form.
- ✓29. Exhibit H – Completed Disputes Disclosure Form.

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 8th day of May, 2020. CGC, Inc./Richard C. Gaskin, Jr., President

(Name of BIDDER)

[SIGNATURE PAGES FOLLOW THIS PAGE]

(Signature of person signing this BID FORM)

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: CGC, Inc.

By: _____

(Authorized Signature)

(Attach Evidence of Authority to sign)

Name and Title: Richard C. Gaskin, Jr., President

Business Address: 7036 W. 12th Street

Jacksonville, FL 32220

Telephone Number: (904) 783-4119

ATTEST:

By: _____

(Authorized Signature)

Name and Title: Richard C. Gaskin, Vice President



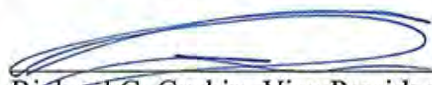


STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY

THAT Richard C. Gaskin, Jr., is President / Secretary of CGC, Inc., located at 7036 W 12th St., Jacksonville, FL 32220 and he is hereby authorized to execute the Bid Documents dated, May 8, 2020, and that his execution thereof, attested by the Vice President/Assistant Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 8th day of May, 2020.



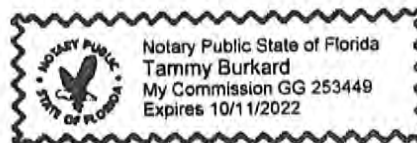
Richard C. Gaskin, Vice President/Assistant Secretary

Sworn and subscribed to me this 8th day of May, 2020

Notary Public


Signature

Tammy Burkard
Printed



My Commission Expires: 10/11/2022

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: _____

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-100-14.1	1 LS	CONTRACTOR QUALITY CONTROL, INCLUDING TESTING	\$ 33,119.00	\$ 33,119.00
		Thirty Three Thousand One Hundred Nineteen DOLLARS PER LS		
C-102-5.1	1 LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$ 4,200.00	\$ 4,200.00
		Four Thousand Two Hundred DOLLARS PER LS		
C-102-5.2	1,400 LF	SILT FENCE	\$ 1.50	\$ 2,100.00
		One Dollar Fifty Cents DOLLARS PER LF		
C-102-5.3	1 EA	INLET PROTECTION	\$ 100.00	\$ 100.00
		One Hundred DOLLARS PER EA		
C-105-6.1	1 LS	MOBILIZATION	\$ 151,765.00	\$ 151,765.00
		One Hundred Fifty One Thousand Seven Hundred Sixty Five DOLLARS PER LS		
C-106-4.1	1 LS	MAINTENANCE AND PROTECTION OF TRAFFIC	\$ 113,800.00	\$ 113,800.00
		One Hundred Thirteen Thousand Eight Hundred DOLLARS PER LS		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-107-3.1	1 LS	CONSTRUCTION PROGRESS AERIAL PHOTOS	\$ 1,365.00	\$ 1,365.00
		One Thousand Three Hundred Sixty Five DOLLARS PER LS		
C-108-8.1	1 LS	PROJECT SURVEY, STAKEOUT AND RECORD DRAWINGS	\$ 38,500.00	\$ 38,500.00
		Thirty Eight Thousand Five Hundred DOLLARS PER LS		
P-101-5.1	5,800 SY	BITUMINOUS PAVEMENT REMOVAL, FULL DEPTH	\$ 4.00	\$ 23,200.00
		Four DOLLARS PER SY		
P-101-5.2	43,000 SY	BITUMINOUS PAVEMENT REMOVAL, VARIABLE DEPTH (3-INCH OR LESS)	\$ 2.70	\$ 116,100.00
		Two Dollars Seventy Cents DOLLARS PER SY		
P-152-4.1	1,700 CY	UNCLASSIFIED EXCAVATION	\$ 19.95	\$ 33,915.00
		Nineteen Dollars Ninety Five Cents DOLLARS PER CY		
P-152-4.2	1,200 CY	EMBANKMENT IN PLACE	\$ 0.05	\$ 60.00
		Zero Dollars Five Cents DOLLARS PER CY		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-160-8.1	6,100 SY	12-INCH SUBGRADE STABILIZATION	\$ 4.00	\$ 24,400.00
		Four DOLLARS PER SY		
P-211-5.1	1,100 SY	LIMEROCK BASE COURSE, 4-INCH	\$ 8.96	\$ 9,856.00
		Eight Dollars Ninety Six Cents DOLLARS PER SY		
P-211-5.2	5,000 SY	LIMEROCK BASE COURSE, 10-INCH	\$ 18.40	\$ 92,000.00
		Eighteen Dollars Forty Cents DOLLARS PER SY		
P-401-8.1	6,300 TON	BITUMINOUS SURFACE COURSE, 2-INCH	\$ 115.30	\$ 726,390.00
		One Hundred Fifteen Dollars Thirty Cents DOLLARS PER TON		
P-401-8.2	50 TON	BITUMINOUS LEVELING COURSE	\$ 180.00	\$ 9,000.00
		One Hundred Eighty DOLLARS PER TON		
P-603-5.1	1,500 GAL	PRIME COAT	\$ 0.02	\$ 30.00
		Zero Dollars Two Cents DOLLARS PER GAL		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-603-5.1	9,900 GAL	TACK COAT	\$ 7.02	\$ 69,498.00
		Seven Dollars Two Cents DOLLARS PER GAL		
P-610-5.1	768 SF	CONCRETE THRESHOLD BAR, 4-INCH	\$ 10.50	\$ 8,064.00
		Ten Dollars Fifty Cents DOLLARS PER SF		
P-620-5.1	75,600 SF	TEMPORARY RUNWAY/TAXIWAY MARKING	\$ 0.40	\$ 30,240.00
		Zero Dollars Forty Cents DOLLARS PER SF		
P-620-5.2	71,600 SF	RUNWAY/TAXIWAY MARKING, WHITE, WITH GLASS BEADS	\$ 0.95	\$ 68,020.00
		Zero Dollars Ninety Five Cents DOLLARS PER SF		
P-620-5.3	4,000 SF	RUNWAY/TAXIWAY MARKING, YELLOW, WITH GLASS BEADS	\$ 0.96	\$ 3,840.00
		Zero Dollars Ninety Six Cents DOLLARS PER SF		
P-620-5.4	17,000 SF	TAXIWAY/RUNWAY MARKING, BLACK	\$ 0.41	\$ 6,970.00
		Zero Dollars Forty One Cents DOLLARS PER SF		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-621-5.1	47,000 SY	PAVEMENT GROOVING	\$ 3.00	\$ 141,000.00
		Three DOLLARS PER SY		
D-702-6.1	615 LF	30-INCH REINFORCED CONCRETE PIPE LINING	\$ 165.00	\$ 101,475.00
		One Hundred Sixty Five DOLLARS PER LF		
D-751-5.1	1 EA	REMOVE INLET	\$ 2,500.00	\$ 2,500.00
		Two Thousand Five Hundred DOLLARS PER EA		
D-751-5.2	1 EA	FDOT TYPE E DITCH BOTTOM INLET	\$ 12,000.00	\$ 12,000.00
		Twelve Thousand DOLLARS PER EA		
T-904-5.1	2,500 SY	SODDING	\$ 3.00	\$ 7,500.00
		Three DOLLARS PER SY		
T-905-5.1	300 CY	TOPSOIL PLACEMENT, 4-INCH	\$ 10.00	\$ 3,000.00
		Ten DOLLARS PER CY		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-108-5.1	1 LS	ELECTRICAL DEMOLITION, CABLE	\$ 6,000.00	\$ 6,000.00
		Six Thousand DOLLARS PER LS		
L-108-5.2	19,000 LF	1/C NO. 8 AWG 5KV L-824 TYPE C CABLE, INSTALLED IN EXISTING OR NEW CONDUIT	\$ 1.02	\$ 19,380.00
		One Dollar Two Cents DOLLARS PER LF		
L-108-5.3	500 LF	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING BACKFILL, GROUND RODS AND GROUND CONNECTORS	\$ 3.00	\$ 1,500.00
		Three DOLLARS PER LF		
L-109-7.1	1 LS	REMOVE EXISTING CONSTANT CURRENT REGULATOR	\$ 600.00	\$ 600.00
		Six Hundred DOLLARS PER LS		
L-109-7.2	1 EA	7.5 KW CONSTANT CURRENT REGULATOR AND NECESSARY CONNECTIONS	\$ 12,600.00	\$ 12,600.00
		Twelve Thousand Six Hundred DOLLARS PER EA		
L-110-5.1	500 LF	2-INCH PVC CONDUIT, INSTALLED IN TRENCH	\$ 4.20	\$ 2,100.00
		Four Dollars Twenty Cents DOLLARS PER LF		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-125-5.1	1 LS	ELECTRICAL DEMOLITION, LIGHTS	\$ 3,600.00	\$ 3,600.00
		Three Thousand Six Hundred DOLLARS PER LS		
L-125-5.2	2 EA	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS	\$ 960.00	\$ 1,920.00
		Nine Hundred Sixty DOLLARS PER EA		
L-125-5.3	56 EA	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$ 480.00	\$ 26,880.00
		Four Hundred Eighty DOLLARS PER EA		
L-125-5.4	8 EA	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$ 960.00	\$ 7,680.00
		Nine Hundred Sixty DOLLARS PER EA		
L-125-5.5	16 EA	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$ 540.00	\$ 8,640.00
		Five Hundred Forty DOLLARS PER EA		
L-125-5.6	16 EA	L-850C FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$ 1,200.00	\$ 19,200.00
		One Thousand Two Hundred DOLLARS PER EA		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-125-5.7	1 EA	L-867D JUNCTION CAN WITH BLANK LID	\$ 840.00	\$ 840.00
		Eight Hundred Forty DOLLARS PER EA		
L-125-5.8	8 EA	RELOCATE BASE MOUNTED THRESHOLD LIGHT	\$ 600.00	\$ 4,800.00
		Six Hundred DOLLARS PER EA		
L-126-7.1	1 FIXED	FLIGHT CHECK	\$12,000.00	\$12,000.00
		TWELVE THOUSAND DOLLARS AND NO CENTS		
		FIXED DOLLAR AMOUNT		

TOTAL BASE BID: \$ 1,961,747.00

BID FORM

BID ALTERNATE NO. 1				
X-100-3.1	1 LS	CHANGE IN CONTRACT AMOUNT TO DELAY START OF CONSTRUCTION TO MARCH 15, 2021	\$ 54,000.00	\$ 54,000.00
		Fifty Four Thousand DOLLARS PER LS		

TOTAL BID ADDITIVE NO. 1: \$ 54,000.00

TOTAL BASE BID AND BID ADDITIVE NO. 1: \$ 2,015,747.00

BID BOND

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

Know all men by these presents: That we, the undersigned CGC, INC.

7036 W. 12th Street
Jacksonville, Florida 32220

, as principal, and WESTERN SURETY COMPANY

151 N. Franklin Street
Chicago, Illinois 60606

, 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 amount 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 **Runway 4-22 Rehabilitation** 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 8th day of May, 2020

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

Corporation

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.

CGC, Inc. Principal

By:

Richard C. Gaskin, Jr.

Title: President



Corporate Surety:

WESTERN SURETY COMPANY

151 N. Franklin Street, Chicago, Illinois 60606

By:

Tom S. Lobrano, IV

Attorney-in-Fact & Florida Resident Agent

BID BOND AFFIDAVIT

STATE OF Florida

COUNTY OF Duval

Before me, the undersigned authority, personally appeared Tom S. Lobrano, IV

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 Western Surety Company of South Dakota a company authorized to make corporate surety bonds under the laws of the State of Florida. Said Tom S. Lobrano, IV 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 Western Surety Company, 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



Florida Resident Agent
Tom S. Lobrano, IV

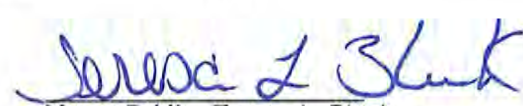


Agent and Attorney-in-Fact
Tom S. Lobrano, IV

Acknowledgement for Attorney-in-Fact

Sworn to and subscribed before me this 8th day of May, 2020

My commission expires: May 31, 2021



Notary Public Teresa L. Blunk



TERESA L. BLUNK
Notary Public, State of Florida
My Comm. Expires May 31, 2021
Commission No. GG 95629

State of Florida

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tom S Lobrano III, Tom S Lobrano IV, Mark C Fore, Geoffrey M Munn, Individually

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of February, 2018



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

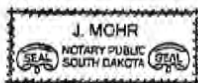
State of South Dakota }
County of Minnehaha }

ss

On this 9th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of May, 2020



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

THIS FORM SHALL BE COMPLETED BY ALL BIDDERS AND SHALL ACCOMPANY ALL SUBMITTALS

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

The Bidder ☒ has ☐ has not 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 ☐ has not 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

BUY AMERICAN PREFERENCE STATEMENT

The Contractor (successful bidder) agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date May 8, 2020

Signature Richard C. Gaskin, Jr.

Company Name CGC, Inc.

Title President

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 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 as 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CGC, Inc.

Richard C. Gaskin, Jr., President



BIDDER'S SIGNATURE

BIDDER CERTIFICATION OF NON-SEGREGATED FACILITIES:

The Contractor (successful bidder) agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor (successful bidder) agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of written or oral or employee custom. The term does not include separate of single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

The Contractor (successful bidder) shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract, regardless of the amount contracted.

Certification: The information above is true and complete to the best of my knowledge and belief.

Richard C. Gaskin, Jr., President

Name and Title of Signer



Signature

May 8, 2020

Date

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

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	21.8%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **State of Florida, Nassau County, City of Fernandina Beach, FL.**

CGC, Inc.
Richard C. Gaskin, Jr., President



BIDDER'S SIGNATURE

OWNER'S DBE POLICY STATEMENT and
BIDDER'S CONDITION OF BID RESPONSIVENESS / RESPONSIBILITY REQUIREMENTS

The Sponsor has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor, has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

As a condition of bid responsibility, the successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening on the forms provided herein:

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1)
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

Form 1 – BIDDER'S DBE UTILIZATION COMMITMENT

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☒ The bidder/offeror is committed to a minimum of 10.45 % DBE utilization on this contract.

☐ The bidder/offeror (if unable to meet the DBE goal of 10.45%) is committed to a minimum _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: CGC, Inc.

State Registration No. 37-1785657

By:  (Signature)
Richard C. Gaskin, Jr., President (Title)

Date: May 8, 2020

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

FORM 2 – BIDDER'S DBE ASSURANCES

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. A Disadvantaged Business Enterprise (DBE) contract goal of 10.45 % percent has been established for this contract.

All bidders must submit an assurance stating the percentage of Disadvantaged Business Enterprises they intend to employ on this project.

The successful bidder must submit the following information within 15 business days of being notified that they are the successful bidder, but before the contract is executed:

1. The names and addresses of DBE **AND** non-DBE firms that will participate in the contract, including:
 - a. Firm's status as a DBE or non-DBE.
 - b. Age of the firm.
 - c. Annual gross receipts of the firm (use categories below):
[] < \$500,000; [] \$500,000-\$1 million; [] \$1-2 million; [] \$2-5 million; [] > 5 million.
 - d. Description of the work the firm will perform.
 - e. Dollar amount of the work the firm will perform.
2. Written documentation of the commitment to use a DBE firm whose participation is submitted to meet the contract goal.
3. Written confirmation from the DBE firm that it is participating in the contract.
4. If the contract goal is not met, evidence of good faith efforts as defined in 49 CFR Part 26.

CERTIFICATION:

This firm, as Bidder, assures that it will utilize not less than 10.45 % of DBE participation, and provide the required information on the firms that will participate in the contract.

Bidder's Name: CGC, Inc.

Address: 7036 W. 12th Street, Jacksonville, FL 32220

Bidder's Status: DBE X Non-DBE

Age of Firm: 5 Years

Annual gross receipts of the firm (check category):

[] < \$500,000; [] \$500,000-\$1 million; [] \$1-2 million; ☒ \$2-5 million; [] > 5 million.

Richard C. Gaskin, Jr.



, President

May 8, 2020

Signature and Title

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

FORM 3: BIDDER'S INTENT TO UTILIZE A CERTIFIED DBE

[Submit this form for each DBE subcontractor.]

Name of bidder/offeror's firm: CGC, Inc.

Address: 7036 W. 12th Street

City: Jacksonville State: FL Zip: 32220

Name of DBE firm: Downstream Company, Inc.

Address: 8289 River Road

City: St. Augustine State: FL Zip: 32092

Telephone: 904 940 5979

Description of work to be performed by DBE firm:

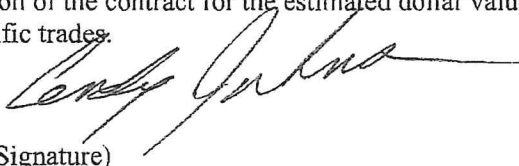
Erosion Control

If awarded the prime contract, the bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ 1,500.00

Affirmation of Intent

The above-named DBE firm affirms that if the above-named bidder is awarded the prime contract, it will perform the portion of the contract for the estimated dollar value as stated above, and that the firm is DBE certified to perform the specific trades.



By (Signature)

Cindy Johnson, President
Type / Print Name, Title

Date: May 7, 2020

**Florida UCP DBE Directory
Vendor Profile**

As Of: 05/08/2020

Vendor Name: DOWNSTREAM COMPANY INC

Certification: DBE

Former Name:

Business Description: EROSION CONTROL

Mailing Address:

8289 RIVER RD
ST AUGUSTINE, FL 32092-

Physical Address:

8289 RIVER RD
ST AUGUSTINE FL 32092-

District: 02

County: ST. JOHNS

Website:

Contact Name: CINDY L JOHNSON

Phone: (904) 940-5979

Fax: (904) 940-5978

Contact Email: DOWNSTREAMCO@ATT.NET

Current DBE Certification: Certified

Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

238990 - All Other Specialty Trade Contractors

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

FORM 3: BIDDER'S INTENT TO UTILIZE A CERTIFIED DBE

[Submit this form for each DBE subcontractor.]

Name of bidder/offeror's firm: CGC, Inc.

Address: 7036 W. 12th Street

City: Jacksonville State: FL Zip: 32220

Name of DBE firm: Liberty Trucking, LLC

Address: PO BOX 626

City: Lake Butler State: FL Zip: 32054

Telephone: 386-496-1991

Description of work to be performed by DBE firm:

Limerock Supplier & Trucking

If awarded the prime contract, the bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ 58,643.00.

Affirmation of Intent

The above-named DBE firm affirms that if the above-named bidder is awarded the prime contract, it will perform the portion of the contract for the estimated dollar value as stated above, and that the firm is DBE certified to perform the specific trades.

By (Signature) Cassandra Driggers

Cassandra Driggers/President

Type / Print Name, Title

Date: 5/7/2020

Florida UCP DBE Directory Vendor Profile

As Of: 05/08/2020

Vendor Name: LIBERTY TRUCKING LLC

Certification: DBE

Former Name:

Business Description: TRUCKING

Mailing Address:

PO BOX 626

LAKE BUTLER, FL 32054-

Physical Address:

PO BOX 626

LAKE BUTLER FL 32054-

District: 02

County: UNION

Website:

Contact Name: CASSANDRA DRIGGERS

Phone: (386) 496-1991

Fax: (386) 496-1531

Contact Email: CDRIGGERS@LIBERTYTRUCKING.US

Current DBE Certification: Certified

Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: N

Certified NAICS

423320 - Brick, Stone, and Related Construction Material Merchant Wholesalers

484110 - General Freight Trucking, Local

484220 - Specialized Freight (except Used Goods) Trucking, Local

Available Work Counties

26-ALACHUA	27-BAKER	28-BRADFORD	71-CLAY	29-COLUMBIA	30-DIXIE
72-DUVAL	31-GILCHRIST	32-HAMILTON	33-LAFAYETTE	34-LEVY	35-MADISON
74-NASSAU	76-PUTNAM	78-ST. JOHNS	37-SUWANNEE	38-TAYLOR	39-UNION

Available Work Districts

02

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

FORM 3: BIDDER'S INTENT TO UTILIZE A CERTIFIED DBE

[Submit this form for each DBE subcontractor.] Prime: **CGC, Inc., 7036 W. 12th Street, Jacksonville, FL 32220**

Name of bidder/offeree's firm: Trinity Electrical Services, Inc

Address: 2317 Golden Isles West

City: Baxley State: GA Zip: 31513

Supplier:
Name of DBE firm: Bullzeye Equipment & Supply

Address: Po Box 484

City: Moores Corner State: SC Zip: 29461

Telephone: 843-899-4001

Description of work to be performed by DBE firm:

Electrical Supplies

If awarded the prime contract, the bidder/offeree is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ \$15,000.00

Affirmation of Intent

The above-named DBE firm affirms that if the above-named bidder is awarded the prime contract, it will perform the portion of the contract for the estimated dollar value as stated above, and that the firm is DBE certified to perform the specific trades.

By, (Signature)

Kristie Collins / owner

Type / Print Name, Title

Date: 4/20/20

Florida UCP DBE Directory

Vendor Profile

As Of: 05/08/2020

Vendor Name: BULLZEYE EQUIPMENT & SUPPLY LLC

Certification: DBE

Former Name:

Business Description: TO SELL MATERIAL HANDLING & INDUSTRIAL SUPPLIES

Mailing Address:

PO BOX 484

MONCKS CORNER, SC 29461-

Physical Address:

1383 OLD HWY 52

MONCKS CORNER SC 29461-

District:

County:

Website: WWW.BULLZEYEEQUIPMENT.COM

Contact Name: KRISTIE COLLINS

Phone: (843) 899-4001

Fax: (843) 899-4004

Contact Email: KCOLLINS@BULLZEYEEQUIPMENT.COM

Current DBE Certification: Certified

Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

238310 - Drywall and Insulation Contractors
423210 - Furniture Merchant Wholesalers
423390 - Other Construction Material Merchant Wholesalers
423440 - Other Commercial Equipment Merchant Wholesalers
423450 - Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers
423610 - Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
423710 - Hardware Merchant Wholesalers
423830 - Industrial Machinery and Equipment Merchant Wholesalers
423840 - Industrial Supplies Merchant Wholesalers
423990 - Other Miscellaneous Durable Goods Merchant Wholesalers
424110 - Printing and Writing Paper Merchant Wholesalers
424120 - Stationery and Office Supplies Merchant Wholesalers
532412 - Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing
532490 - Other Commercial and Industrial Machinery and Equipment Rental and Leasing

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

FORM 3: BIDDER'S INTENT TO UTILIZE A CERTIFIED DBE

[Submit this form for each DBE subcontractor.]

Name of bidder/offeror's firm: CGC, Inc.

Address: 7036 W. 12th Street

City: Jacksonville State: FL Zip: 32220

Name of DBE firm: Construction Services of Orange Park, Inc.

Address: 7855 Argyle Forest Blvd #703

City: Jacksonville State: FL Zip: 32244

Telephone: 904-545-9465

Description of work to be performed by DBE firm:

Site Preparation

If awarded the prime contract, the bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ 134,857.00.

Affirmation of Intent

The above-named DBE firm affirms that if the above-named bidder is awarded the prime contract, it will perform the portion of the contract for the estimated dollar value as stated above, and that the firm is DBE certified to perform the specific trades.

By (Signature)

Amir R. , President
Type / Print Name, Title

Date: 5-7-2020

Florida UCP DBE Directory

Vendor Profile

As Of: 05/07/2020

Vendor Name: CONSTRUCTION SERVICES OF ORANGE PARK INC

Certification: DBE

Former Name:

Business Description: CONSTRUCTION CONTRACTOR - MATERIAL SUPPLIER OF STRUCTURES AND CONCRETE. LIME ROCK BASE, CONCRETE PIPE, CONCRETE MIX MATERIAL, LIGHTING, SIGNALS, ITS MATERIALS, PRECAST STORM DRAIN. CAN SUPPLY ALL CONSTRUCTION RELATED MATERIALS FOR HIGHWAY WORK.

Mailing Address:

7855 ARGYLE FOREST BOULEVARD SUI
TE 703
JACKSONVILLE, FL 32244-

Physical Address:

7855 ARGYLE FOREST BOULEVARD SUI
TE 703
JACKSONVILLE FL 32244-

District: 02

County: DUVAL

Website:

Contact Name: JENNIFER RIVERS

Phone: (904) 545-9465

Fax: (904) 738-7276

Contact Email: INFO@CONSTRUCTIONSERVICESOP.COM

Current DBE Certification: Certified

Certifying Member: Jacksonville Transportation Authority

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

237110 - Water and Sewer Line and Related Structures Construction
237310 - Highway, Street, and Bridge Construction
237990 - Other Heavy and Civil Engineering Construction
238120 - Structural Steel and Precast Concrete Contractors
238160 - Roofing Contractors
238210 - Electrical Contractors and Other Wiring Installation Contractors
238290 - Other Building Equipment Contractors
238910 - Site Preparation Contractors
238990 - All Other Specialty Trade Contractors
561730 - Landscaping Services

**CERTIFICATION OF OFFERER/BIDDER REGARDING
TAX DELINQUENCY AND FELONY CONVICTIONS**

The Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The Bidder represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Bidder represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

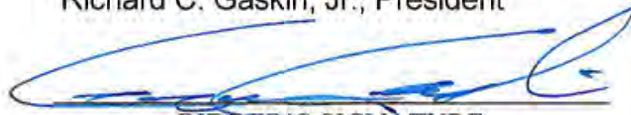
If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the Owner has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CGC, Inc.
Richard C. Gaskin, Jr., President



BIDDER'S SIGNATURE

CERTIFICATION OF BIDDER REGARDING DEBARMENT

By submitting a bid under this solicitation, the bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

By submitting a bid under this solicitation, the bidder understands and agrees to do the following:

The successful bidder, by administering each lower tier subcontract that is expected to equal or exceed \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

[Note: AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.]

CGC, Inc.
Richard C. Gaskin, Jr., President



BIDDER'S SIGNATURE

FLORIDA'S PUBLIC RECORDS LAW

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously provide the city with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.
6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City in answer to a public records request or other lawful request for these records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AT (904) 310-3115, OR chest@fbfl.org, OFFICE OF THE CITY CLERK, 204 ASH STREET, FERNANDINA BEACH, FL 3203



SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTOR AND SUPPLIER NAME AND TITLE OF SIGNER	SIGNATURE AND DATE
1. Duval Asphalt Products, Inc. (Asphalt & Milling) Chris Wright, Assistant Secretary / PM	Chris Wright 5/08/20
2. Construction Services of Orange Park, Inc.(Site Preparation) Jennifer Rivers, President	Jennifer Rivers 5/08/20
3. Downstream Company, Inc. (Erosion Control) Cindy Johnson, President	Cindy Johnson 5/08/20
4. Liberty Trucking, Inc. (Limerock Supplier & Trucking) Seven Leonard, Sales	Steven Lenord 5/08/20
5. Palmetto Prime of Tampa, Inc. (Prime Supplier) Brian Beasley	Brain Beasley 5/08/20
6. Trinity Electrical Services, Inc. (Electric) Chad Hutchinson, President	Chad Hutchinson 5/08/20
7. Bullzeye Equipment & Supply, LLC (Electric Supplier) Kristie Collins, Owner	Kristie Colins 5/08/20
8. Hasco, Inc. (Pavement Markings) Ashton Garcia	Ashton Garcia 5/08/20
9. Enginerred Lining Systems (Pipe Lining) Steve Stoia, Sales	Steve Stoia 5/08/20
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.: One DATED: April 21, 2020 
ADDENDUM NO.: Two DATED: May 4, 2020 
ADDENDUM NO.: _____ DATED: _____

CGC, Inc.
(Firm or Corporation Making Bid)

 Richard C. Gaskin, Jr., President
(Signature of Authorized Person)

7036 W. 12th Street
Jacksonville, FL 32220

P. O. Address

May 8, 2020

Dated

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

Richard C. Gaskin, Jr. President
4260 McGirts Blvd.
Jacksonville, FL 32210

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.

CGC, Inc.

Richard C. Gaskin, Jr., President

Name and Title (Please Print)


Signature

May 8, 2020

Date

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

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: CGC, Inc.
2. Permanent office address: 7036 W. 12th Street, Jacksonville, FL 32220
3. Years at permanent office address: 5
4. What is the general character of work performed by your company: Runway & Taxiway Construction, Resurfacing, Apron Construction, Drainage, Pavement & Lighting Rehabilitation
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name? 5 Years
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).

None

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: TIAA Bank

7749 Normandy Blvd., Ste. 155, Jacksonville, FL 32221

Katrese A. Berry, Financial Center Manager, Katrese.Berry@EverBank.com

Ph (904) 693-5500 ext. 7134 / Fax 693-5505

22. Bonding Capacity: Provide documentation from your surety identifying the following: Name of bonding company / surety: Western Surety Company Name of surety agent: Construction Underwriters, Inc.
Address: 4168 Southpoint Pkwy Suite 305, Jacksonville, FL 32216
Phone: (904) 296-3331
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 Duval County FL, this 8th day of May, 2020.

CGC, Inc.
(Contractor)

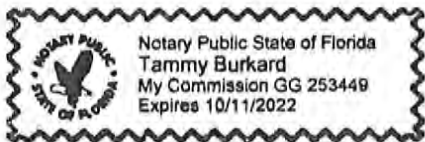
By: 

Richard C. Gaskin, Jr.

Title: President

Richard C. Gaskin, Jr., being duly sworn deposes and says that he/she is
President of CGC, 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 8th day of May, 2020.




(Notary's Signature)

Tammy Burkard

Notary's Printed
Name

NOTARY PUBLIC, STATE OF Florida

My commission
expires:

October 11, 20 22

EXHIBIT "A"

CONTACT SHEET

Name: CGC, Inc.

Federal Taxpayer ID: 37-1785657

Mailing Address: 7036 W. 12th Street

City, State, & Zip Code: Jacksonville, FL 32220

Telephone: (904) 783-4119 Fax: (904) 783-3401

Email: office@cgccivil.com

Submitted By: Richard C. Gaskin, Jr.

Title: President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Tammy Burkard Title: Office Manager

Email Address: office@cgccivil.com Phone: (904) 783-4119

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

City of Fernandina Beach
Fernandina Beach Municipal Airport
RUNWAY 4-22 REHABILITATION

1. This sworn statement is submitted with Bid, Proposal or Contract for RUNWAY 4-22 REHABILITATION
2. This sworn statement is submitted by (entity) CGC, Inc. whose business address is 7036 W. 12th Street, Jacksonville, FL 32220 and (if applicable) Federal Employer Identification Number (FEIN) is 37-1785657 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: n/a.)
3. My name is Richard C. Gaskin, 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(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

Richard C. Gaskin, Jr., President

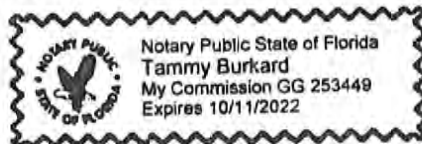
[Signature] May 8, 2020
Signature Date:

STATE OF FLORIDA

COUNTY OF Duval

Richard C. Gaskin, Jr., President

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 8th day of May, 2020 and is personally known to me, or has provided n/a as identification.



[Signature]
Notary Public Tammy Burkard
My Commission expires: 10/11/22

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: CGC, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32220

SIGNATURE:  PHONE: (904) 783-4119

NAME (TYPED OR PRINTED): Richard C. Gaskin, Jr. TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: 2020-04

Project Description: Runway 4-22 Rehabilitation, Fernandina Beach Municipal Airport

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: CGC, Inc.

Authorized Signature: 

Title: Richard C. Gaskin, Jr.
President

Date: May 8, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

CGC, Inc.
Name: Richard C. Gaskin, Jr. Title: President

Signature:  Date: May 8, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"**CONFLICT OF INTEREST STATEMENT**

City of Fernandina Beach
Fernandina Beach Municipal Airport
RUNWAY 4-22 REHABILITATION.

This sworn statement is submitted by (entity) CGC, Inc. whose business address is 7036 W. 12th Street, Jacksonville, FL 32220 and (if applicable) Federal Employer Identification Number (FEIN) is 37-1785657 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: n/a.)

My name is Richard C. Gaskin, Jr. and my relationship to the entity named above is President.

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

Richard C. Gaskin, Jr., President

Signature

Date: 5/08/2020

STATE OF FLORIDA

COUNTY OF Duval, Richard C. Gaskin, Jr.,

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 8th day of May, 2020 and is personally known to me, or has provided n/a as identification.

Notary Signature Tammy Burkard

My Commission expires: 10/11/22

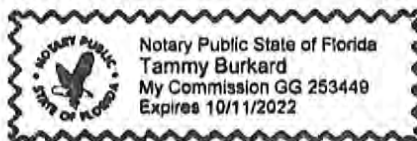


EXHIBIT "G"**NON-COLLUSION AFFIDAVIT**

City of Fernandina Beach
Fernandina Beach Municipal Airport
RUNWAY 4-22 REHABILITATION.

This sworn statement is submitted by (entity) CGC, Inc. whose business address is 7036 W. 12th Street, Jacksonville, FL 32220 and (if applicable) Federal Employer Identification Number (FEIN) is 37-1785657 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: n/a.)

My name is Richard C. Gaskin, Jr. and my relationship to the entity named above is President.

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

Richard C. Gaskin, Jr., President

Signature

May 8, 2020

Date:

STATE OF FLORIDA

COUNTY OF Duval

Richard C Gaskin, Jr.,

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 8th day of May, 2020 and is

personally known to me, or has provided n/a as identification.

Tammy Burkard
Notary Signature Tammy Burkard

My Commission expires: 10/11/22

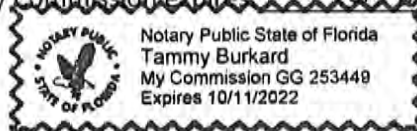


EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

CGC, Inc.

Firm

May 8, 2020

Date



Authorized Signature

Richard C. Gaskin, Jr., President

Printed or Typed Name and Title

END OF BID FORMS



CONSTRUCTION UNDERWRITERS, INC.
4168 Southpoint Pkwy Ste 305 Jacksonville, FL 32216
(904) 296-3331 Phone (904) 296-1314 Fax

April 27, 2020

Florida Department of Transportation
Contracts Administration Office
605 Suwannee Street, MS-55
Tallahassee, Florida 32399

Re: CGC, INC. - Contractor

To Whom It May Concern:

It has been our pleasure to provide surety credit for CGC, INC. since their inception. We have never been called upon for a bond, which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

Currently, CGC, INC. has surety credit established with Western Surety Company, an AM Best Rated Company of A, XIV, in excess of \$25 Million for single projects and an aggregate work program in excess of \$50 Million.

We would foresee no problem in providing the necessary 100% performance and payment bonds to CGC, INC. This commitment is contingent upon an acceptable contract to CGC, INC. and Western Surety Company.

We regard this firm as one of the outstanding firms in the construction industry and we feel the principals of CGC, INC. possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend CGC, INC.

If we can provide any additional information, please do not hesitate to call.

Sincerely,

CONSTRUCTION UNDERWRITERS, INC.

Tom S. Lobrano, IV
TSLIV/le



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

May 14, 2019

CGC, INC.
7036 W 12TH STREET
JACKSONVILLE, FLORIDA 32220

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, SIDEWALK, Grout Filled Mat, Miscellaneous Concrete Paving, Underground Utilities, Rip Rap.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2020

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 GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME: Missy Amos PHONE (A/C No, Ext): 904-421-8600 E-MAIL ADDRESS: mamos@ghgins.com FAX (A/C No): 904-421-8601		
INSURED CGC Inc. 7036 West 12th Street Jacksonville FL 32220	CGCINC0-01	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Group INSURER B: FCCI Insurance Group INSURER C: Westchester Surplus Lines Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 24112 10178 10172

COVERAGES**CERTIFICATE NUMBER:** 1550346899**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	CWP5147175	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	CWP5147175	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		CWP5147175	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	001WC20A75788	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A C	Leased/Rented Equipment Installation Floater Pollution Liability	Y	CWP5147175 CWP5147175 G71754157001	12/31/2019 12/31/2019 10/28/2019	12/31/2020 12/31/2020 10/28/2020	\$750,000 \$200,000 \$1,000,000/\$2,000,000 \$2,500 Ded, ACV \$500 Ded \$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Runway 4-22 Rehabilitation City ITB#2020-04

The Certificate Holder is listed as additional insured on the General Liability, Auto Liability and Umbrella Liability Policies with respect to the work being performed by the Insured.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CGC, Inc.

JOB HISTORY

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-20-01	COJ - Deerwood Park Blvd Roadway & Bridge Improvements	Duval County, FL	\$2,961,565.42	Start: TBD EST End Date: 12/25/20	The City of Jacksonville, Florida (c/o Public Works Department) 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 (904) 255-8763 Contract# 10449-03	Prime: CGC, Inc. Jobsite Address: 10980 Heckscher Drive Jacksonville, FL 32226
C-19-09	Huguenot Revetment (Huguenot Memorial Park Access Road and Revetment Rehabilitation) Roadway construction and revetment rehabilitation at Huguenot Memorial Park	Duval County, FL	\$3,138,747.00	Start: 3/02/20 EST End Date: 12/20/20	The City of Jacksonville, Florida (c/o Public Works Department) 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 (904) 255-8763 Contract# 10449-03 ITB# CF-0191-19	Prime: CGC, Inc. Jobsite Address: 10980 Heckscher Drive Jacksonville, FL 32226
C-19-08	FIND-Dredged Material Management Area Du-2 & S-J-1 Shoreline Shoreline repairs and general site work at DMMA DU-2 and S-J-1. The work includes stone placement, constructing off loading pads, road stabilization and grading, and grassing and shoreline planting.	Duval County, FL & St. Johns County FL	\$1,467,747.00	Start: 11/01/19 EST End Date: 4/09/20 - 7/31/20	Florida Inland Navigation District (F.I.N.D.) 1314 Marcinski Road, Jupiter, FL 33477 PH (561) 827.3386, Janet Zimmerman Assistant Executive Director jzimmerman@aicw.org Taylor Engineering, Inc., 10199 Southside Blvd., Suite 310, Jacksonville, FL 32256 Mitch Doll, P.E. Waterfront Engineer PH (904) 256-1343 mdoll@taylorengineering.com	Prime: CGC, Inc. Location, (East of Sampit Rd) SECTION: 38, TOWNSHIP- 01N RANGE: 28E St. Johns Co. Project Location (West of Malanzas River) SECTION: 15 TOWNSHIP: 9S, RANGE: 30E
C-19-07	Palatka RW 17 & TW C3 Improvements, Palatka Municipal Airport Removal and Construction of Taxiway C3, Airport Lighting & Markings at RW 17, Subgrading Grading, Drainage, Ponds, Storm Sewer, Muck Excavation, Finish Grading Limerock, Asphalt Paving, Relocate Signs, Taxiway Edge Lighting, Runway Edge Lighting, Pavement Markings	Putnam County, FL	\$377,650.50	2020 / 2020 Feb / April	City of Palatka, Clerk of Courts Office 201 N. 2nd Street, Palatka FL 32177 PH (386) 329-0100, FX (386)-329-0106, Betsy J. Driggers, Intern City Manager, bdiggers@palatka-fl.gov Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 PH (904) 224-7078, FX (904) 757-6107 Harrison Korb, Construction Engineer hkorb@passero.com PASSERO PROJECT# 24000010.0056	Jobsite Address: 4015 Reid Street (Hwy 100) Palatka, FL 32177
C-19-06	FSDB Maintenance Contract Work (Activation #1) (Site Contractor Services Solicitation# RFP-18-017) <u>Contract Activation #1:</u> Sidewalk at Gore Hall and Near Dumpster Pad	St. Johns County, FL	\$54,440.00	2019 / 2019 Sept / Sept	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnstiii@fsdb.k12.fl.us PH (904) 827-2371, FX (904)-827-2331 Solicitation# RFP-18-017 / Activation #1 FSDB Contract# C18024, FLID# 00911	Prime: CGC, Inc. Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084
C-19-05	CR121 Storm Drain Replacement Project Remove failed CMP Storm Drain Culvert and replace with two (2) runs of 48" ERCP, forty (40) feet in length each run at the existing elevation of the flowline of the drainage canal. Grass all slopes and disturbed areas. Asphalt & Striping.	Nassau County, FL	\$140,915.00	2019 / 2020 Dec / Jan	Nassau County Board of County Commissioners 76347 Veterans Way, Suite 4000 Yulee, FL 32097 David Heirn, Assistant Road Director dheirn@nassaucountyfl.com PH (904) 530-6175 / FX (904) 845-3613 CELL (904) 753-4005, PO# 19000373-00	Owner: Nassau County Road & Bridge 37365 Pea Farm Road Hilliard, FL 32046

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-19-04	FSDB Campus Infrastructure, Roadway Improvements West (Utility Admin) City of St. Augustine's Sanitary Sewer Work portion of FSDB Roadway West Project.	St. Johns County, FL	\$97,462.00	2019 / 2019 May / July	City of St. Augustine Public Works Department, PO Box 210 St. Augustine, FL 32085-0210 Jonathan C. Foster, P.E. jfoster@citystaug.com, PH (904) 209-4273 PO#20191057-02 FY 2019	Prime: CGC, Inc. Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084
C-19-03	FSDB Campus Infrastructure, Roadway West Improvements - RFP-18-074 FSDB Roadway improvements of portions of the site's West perimeter road to include but not limited to: asphalt milling, grading, limestone, paving, culvert, striping, drainage structures, irrigation, sodding, seeding, concrete curbs, standard & detectable warning pavers.	St. Johns County, FL	\$1,027,380.20	2019 / 2019 June / Aug	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnst@fsdbk12.org PH: 904-827-2371 FX: 904-827-2331 Solicitation RFP-18-074 Contract# C18108, FLID: # 00990	Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084
C-19-02	Belmore Forest Stream Crossing Restoration of the trail road with the placement and stabilization of culverts in the stream bottom.	Clay County, FL	\$98,584.63	2019 / 2019 April / June	St. Johns River Water Management District 7775 Baymeadows Way, Suite 102, Jacksonville, FL 32256-7538 Ryan Spohn, Project Manager Rspohn@sjrwmnd.com PH (904) 448-7914 Custodian of Public Records: District Clerk (386) 329-4127 clerk@sjrwmnd.com Contract #33957	Jobsite Address: Belmore State Forest located NE Florida in southern clay county approx 15 miles west of Green Cove Springs and 20 miles SW of Orange Park
C-19-01	North Point II Infrastructure Demolition of asphalt, Concrete Pavement, and Utilities. Clearing and Grubbing, Pond Excavation, Fence, Storm Drainage, Asphalt Paving.	Duval County, FL	\$883,747.00	Start: 5/23/19 End Date: TBD	Northwest Jacksonville Community Development Corporation (NJCDC) (Northwest Jacksonville CDC) 3416 Moncrief Road Ste. 200 Jacksonville, FL 32209 Paul Turmiller, CEO pturmiller2003@yahoo.com PH (904) 598-9196 / FX (904)598-9197 COJ Development # 9366.000	Prime: CGC, Inc. Jobsite Address: 3421 Moncrief Road Jacksonville, FL, 32208
C-18-09	Landrum Middle School Drainage & Pipe Damage Repair (Hurricane Irma Project) Drainage Culvert and Pipe Damage Repair	St. Johns County, FL	\$112,747.00	2018 / 2018 Nov / Dec	St. Johns County School District SJCS Facilities New Construction 40 Orange Street, St. Augustine, FL 32084 Paul Rose, P.E., Executive Director for Facilities & Operations Paul.Rose@sjflchs.k12.fl.us PH (904) 547-8150 / FX (904) 547-8155 Purchase Order# P050025 dated 9/27/18	Prime: CGC, Inc. Jobsite Address: Alice B. Landrum Middle School 230 Landrum Ln Ponte Vedra Beach, FL 32082
C-18-08	Huguenot Memorial Park - Access Road Improvements Clearing and Grubbing, Earthwork, Maintenance of Traffic, Asphalt Pavement, Concrete Sidewalk, Signage, Striping and Landscaping	Duval County, FL	\$665,747.00	2018 / 2019 Oct / May	City of Jacksonville 117 W. Duval Street, Suite 480 Jacksonville 32202 Rob Bendig, Project Manager VIA Consulting Services, Inc. 10250 Normandy Blvd., Suite 304 Jacksonville, FL 32221 PH (904)783-9842 Fx (904) 619-9617 rbendig@via-cs.com COJ Contract #10449-01	Jobsite Address: 10980 Heckscher Drive, Jacksonville, FL 32226

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-18-07	Hogan's Creek Greenway- JEA Section (Lap Project) Project includes all work necessary to construct 500 feet of asphalt and fencing as required in the plans.	Duval County, FL	\$192,953.78	2018 / 2018 Sept / Dec	City of Jacksonville, 117 W. Duval Street, Suite 480, Jacksonville 32202 Construction & Engineering Services, Consultants, Inc., 9432 Baymeadows Road, Suite 100, Jacksonville, FL 32256 Lynn A. Westbrook, P.E., Sr. PM lwestbrock@cardesconsults.com PH: (904) 652.1186 / FX (904) 652.1191 COJ Contract# 10449 / Bid #CF-0013-18	Prime, CGC, Inc. JEA Jobsite Address: 1023 LAURA STREET NORTH RE #074239-0000 1002 MAIN STREET NORTH RE #070781-0100 JACKSONVILLE, FLORIDA 32202
C-18-06	Allied Plastics Site Modification Sidewalks, Curb & Gutter, Parking Lot, Building Pad Earthwork	Duval County, FL	\$102,189.00	2018 / 2018 Mar / Sept	Allied Plastics Co., Inc., 2001 Walnut Street Jacksonville, FL 32206 Crabtree Construction Company Ryan Crabtree, LEED AP PH (904) 354-3666 FX (904) 354-3770 ryan@crabtreeconst.com Subcontract No. 170021-04, Job No. 170021	Crabtree Construction Co. 4495-304 Roosevelt Blvd #318 Jacksonville, FL 32210 Jobsite Address: Allied Plastics Co., Inc. 2001 Walnut St Jacksonville, FL 32206
C-18-05	CDBG 2018: JORDAN PARK WALKING PATH The project consists of furnishing all labor, equipment and materials necessary for the site preparation and construction of approximately 850 linear feet (LF) of ADA compliant concrete walking path (sidewalk), 5' wide and 5" thick, within Jordan Park to provide patrons greater accessibility to park amenities	Duval County, FL	\$57,337.50	2018 / 2018 April / May	City of Atlantic Beach 1200 Sandpiper Lane Atlantic Beach, FL 32233 Scott Williams, Public Works Director swilliams@coab.us PH: (904) 247-5834, FX (904) 247-5843 CITY Bid #/ Contract# 1718-04 PO# 181089	Jobsite Address: Jordan Park 1671 Francis Avenue Prime, CGC, Inc.
C-18-04	Road Paving and Repairs Various Schools Phase 4; Kirby Smith MS #25 * Parking Lot Addition (PO# 4518012562)	Duval County, FL	\$100,846.50	2018 / 2018 June / August	The School Board of Duval County, FL Office of Design & Construction 1701 Prudential Drive, 5th Floor Jacksonville, Florida 32207 Paul A. Soares, P.E. Executive Director, Design, Construction, and Contracts, SoaresP@duvalschools.org Project No. M-86380 / OFDC-ITB-004-18	Jobsite/School Address: Kirby Smith Middle School #25 Parking Lot Addition 2034 Hubbard St. Jacksonville, FL 32206
C-18-03	Road Paving and Repairs Various Schools Phase 3; San Pablo ES No. 80 * Entry Road Improvements	Duval County, FL	\$258,751.00	2018 / 2018 June / August	The School Board of Duval County, FL Office of Design & Construction 1701 Prudential Drive, 5th Floor Jacksonville, Florida 32207 Paul A. Soares, P.E., Executive Director, Design, Construction, and Contracts, SoaresP@duvalschools.org PH: (904) 390-2498, FX: (904) 390-2265 Project No. M-83580 / OFDC-ITB-003-18	Jobsite/School Address: San Pablo Elementary School No. 80 801 18th Ave. N. Jacksonville Beach, FL 32250
C-18-02	Road Paving and Repairs Various Schools Phase 3; Chaffee Trail ES No. 142 * Road Improvements	Duval County, FL	\$121,747.00	2018 / 2018 June / August	The School Board of Duval County, FL Office of Design & Construction 1701 Prudential Drive, 5th Floor Jacksonville, Florida 32207 Paul A. Soares, P.E. Executive Director, Design, Construction, and Contracts, SoaresP@duvalschools.org Project No. M-83580 / OFDC-ITB-003-18	Jobsite/School Address: Chaffee Trail Elementary School No. 142 11400 Sam Caruso Way Jacksonville, FL 32221

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-18-01	Vaulted Stormwater System At Palatka Riverfront Park Conversion of two (2) above ground stormwater retention ponds to underground stormwater retention systems. The underground retention systems utilize buried perforated pipes or arches with stone infill. Associated work included demolition of existing drainage structures and pipes and installation of new drainage structures and pipes required for the pond conversion.	Putnam County, FL	\$397,917.50	2018 / 2018 April / August	City of Palatka, 201 N. Second Street, Palatka, FL 32177. Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 David F. Harris III, Senior Construction Inspector, DHarris@passero.com PH (904) 757-6106 / FX (904) 757-6107 Passero Project# 24000010.58 ITB No. 2018-02	Jobsite Address: 301 River Street Palatka FL 32177
C-17-05	Orange Park Country Club Amenities Site Modifications Site Modifications, Milling, Grading, Striping & Signage, Storm Drainage	Clay County, FL	\$112,222.00	2017 / 2018 Dec / Mar	Owner OPCO OA c/o Leland Management Orange Park Country Club Owner Association, Inc. Crabtree Construction Company Mike Crabtree, President mike@crabtreeconst.com PH (904) 354-3668 / FX (904) 354-3770 Subcontract No. 170020-01, Job# 170020	Crabtree Construction Company 4495-304 Roosevelt Blvd #318 Jacksonville, FL 32210 Jobsite Address: 620 Cherry Grove Road Orange Park, FL 32073
C-17-04	SE Toyota Intersection Improvements at Thelma St., Talleyrand Marine Terminal, at JAXPORT Reconfiguration of storage lot entrance including asphalt paving, concrete paving, and concrete gravity wall.	Duval County, FL	\$93,747.00	2017 / 2017 Aug / Sept	Jacksonville Port Authority 2831 Talleyrand Avenue Jacksonville, FL 32206-0005 Robert Kretschmar, Project Manager Robert Kretschmar@jaxport.com PH: (904) 357-3062 FX (904) 357-3077 Project No. T2017-02 Contract No. C-1563 Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdbk12.org PH: 904-827-2371 FX: 904-827-2331 Project No. 2017-0003 / RFP-16-018	Prime, CGC, Inc. Jobsite Address: JAXPORT, Talleyrand Marine Terminal, 2831 Talleyrand Ave., Jax, FL 32206
C-17-03	Campus Infrastructure, Roadway Improvements FSDB Roadway improvements of portions of the site's perimeter road to include but not limited to: asphalt milling, grading, limerock, paving, culvert, striping, drainage structures, irrigation, sodding, seeding, concrete curbs, detectable warning ramps, installed approximately 1005 LF of concrete and HDPE culvert, along with associated structures & MES.	St. Johns County, FL	\$1,312,525.64	2017 / 2018 June / February		Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084
C-17-02	Road Paving & Repairs Various Schools, Phs 2; Normandy Village Elementary School No. 221 Roadway reconstruction and storm drainage improvements	Duval County, FL	\$62,107.00	2017 / 2017 June / August	The School Board of Duval County, FL 1701 Prudential Drive Jacksonville, Florida 32207 Andy Eckert, P.E., Executive Director, Facilities, eckerta@duvalschools.org PH: (904) 390-2498 FX: (904) 390-2285 Project No. M-83580 OFDC-ITB-008-17	Prime, CGC, Inc. Jobsite Address: Normandy Village, Elementary School No. 221, 8257 Herlong Road Jacksonville, FL 32216
C-17-01	Road Paving & Repairs Various Schools, Phs 2; Lake Shore Middle School No. 69 Roadway reconstruction and storm drainage improvements	Duval County, FL	\$179,197.00	2017 / 2017 June / August	The School Board of Duval County, FL 1701 Prudential Drive Jacksonville, Florida 32207 Andy Eckert, P.E., Executive Director, Facilities, eckerta@duvalschools.org PH: (904) 390-2498, FX: (904) 390-2265 Project No. M-83580, OFDC-ITB-008-17	Prime, CGC, Inc. Jobsite Address: Lake Shore Middle School No. 69 2519 Bayview Road Jacksonville, FL 32210

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-16-03	Obstruction/Tree Removal (Phase I) Palatka Municipal Airport, Palatka, Florida Hand clearing 9.4 acres, construction of a maintenance access area (0.76 acres) along fence line, (3) Storm culvert installations, (2) 10' gates, and installation of (4) obstruction lights. Mechanized clearing and grubbing of trees & restoration (0.75 acres). Off-Airport isolated tree clearing on private property, including landscaping, sodding, and restoration of impacted areas.	Putnam County, FL	\$253,360.00	2016 / 2017 Dec / April	City of Palatka, 201 N. Second Street, Palatka, FL 32177; Passero Associates, LLC 13453 N. Main Street, Suite 104 Jacksonville, FL 32218 David F. Harris III Senior Construction Inspector DHarris@passero.com PH (904) 757-6106 / FX (904) 757-6107 PROJECT NO.: PA 24000010.04/R FAA AIP 3-12-0061-026-2016 FDOT FIN 438052-1-94-17	BGCO, Inc. 7036 W. 12th Street Jacksonville, FL 32220 Richard C. Gaskin, President richardcgaskin@gmail.com PH (904) 783-4119 / FX (904) 783-3401 (BGCO's project# 16-03)
C-16-02	NAS JAX Repair Outdoor Pool Parking Lot B419 Repair Construction of Parking Lot; Site Prep, Earthwork, Storm Drainage, Limerock base.	Duval County, FL	\$170,100.00	2016 / 2016 Oct / Dec	The Department of the Navy NAVFAC Southeast PWD Jacksonville Jacksonville, Florida 32212 Contact Prime: S&W Sales & Service, LLC Jobsite Address: Naval Air Station Jacksonville, FL	S&W SALES AND SERVICE, LLC, 109 South Camellia Boulevard, Suite 101 Fort Valley, GA 31030-3056 Derick Aquino, Project Manager, derick@sandwsales.com PH (478) 225-9048 FX (478)225-9059 NAS JAX Contract# N69450-14-D-
C-16-01	Dutton Island Road Path City of Atlantic Beach Construction of an asphalt path adjacent to a City park access road. Includes road widening, milling and resurfacing, wetland creation area construction, and the construction of a bulkhead along the roadway.	Duval County, FL	\$367,126.70	2016 / 2016 May / Oct	City of Atlantic Beach 1200 Sandpiper Lane Atlantic Beach, FL 32233 Kayle Moore, P.E. kmoore@coab.us PH (904) 247-5834 / FX (904) 247-5843 City Bid No. 1516-08 / PO# 161099	BGCO, Inc. 7036 W. 12th Street Jacksonville, FL 32220 Richard C. Gaskin, President richardcgaskin@gmail.com PH (904) 783-4119 FX (904) 783-3401 (BGCO's project# 16-01)
C-15-03	Soutel Transit HUB Construction Construction of new two-lane roadway and bus transit hub. (Signage, Excavation, Ponds, Asphalt, Striping, Handrail, Sidewalks, Fencing, Sodding, Concrete Pavement, Grading, Bollards, Lighting, Concrete Curb & Gutter, Manholes, Concrete Pipe Culvert, Signalization) Installed approximately 1,506 LF of concrete culvert, along with associated structures, MES, and control structures.	Duval County, FL	\$1,455,969.15	2015 / 2016 Nov / June	Jacksonville Transportation Authority 121 West Forsyth Street, Suite 200 Jacksonville, FL 32202 Andy Rodgers, P.E., Sr. Project Manager arodgers@jtafla.com PH (904) 633-8537 / FX (904) 630-3166 JTA RFB #15-027, PO# 19873 JTA Contract # BGCO-001	BGCO, Inc. 7036 W. 12th Street Jacksonville, FL 32220 Richard C. Gaskin, President richardcgaskin@gmail.com PH (904) 783-4119 / FX (904) 783-3401 (BGCO's project# 15-03)
C-15-02	Jacksonville International Airport Taxiway G/G1 Reconstruction This project includes the reconstruction (mill and overlay) of existing Taxiway G, a 50' wide bituminous pavement taxiway, and the approximately 78,500 square foot bituminous pavement apron located on the south end of Taxiway G.	Duval County, FL	\$1,121,736.06	2016 / 2016 Jan / May	Jacksonville Aviation Authority 14201 Pecan Park Rd, Jacksonville, FL 32218; Ph (904) 741-2229, Fax 741-2224 Mr. David Lambert, Project Manager david.lambert@jvja.com JAA Project Number: J2015-10 JAA Contract Number: C-799, PO# 29575 FAA 3-12-0035-054-2015	BGCO, Inc. 7036 W. 12th Street Jacksonville, FL 32220 Richard C. Gaskin, President richardcgaskin@gmail.com PH (904) 783-4119 / FX (904) 783-3401 (BGCO's project# 15-02)
C-15-01	Herlong Recreational Airport West Apron Rehabilitation Pavement rehabilitation at Herlong Recreational Airport of the West Apron, the FBO Apron, and the fueling apron. Project elements include milling, installation of new asphalt pavement, new aircraft tie-downs, new pavement markings, and slurry seal applications.	Duval County, FL	\$745,974.75	2015 / 2017 Sept. / Feb.	Jacksonville Aviation Authority 14201 Pecan Park Rd Jacksonville, FL 32218 Doug Sherman, Project Manager doug.sherman@jvja.com PH (904) 741-2225 / FX (904) 741-2224 JAA Project Number: H2014-01 JAA Contract Number: C-800 FAA 3-12-0034-018-2015 / PO# 29064	BGCO, Inc. 7036 W. 12th Street Jacksonville, FL 32220 Richard C. Gaskin, President richardcgaskin@gmail.com PH (904) 783-4119 / FX (904) 783-3401 (BGCO's project# 15-01)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CGC, 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 ☐ 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. 7036 W. 12th Street	Requester's name and address (optional) City of Fernandina Beach 204 Ash Street Fernandina Beach, FL 32034	
6 City, state, and ZIP code Jacksonville, FL 32220		
7 List account number(s) here (optional)		

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								
3	7	-	1	7	8	5	6	5

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 ► 	Richard C. Gaskin, Jr., President	Date ► 5/08/2020
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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-DIV (dividends, including those from stocks or mutual funds)

- 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.

City of Fernandina Beach



Fernandina Beach Municipal Airport (FHB)

Runway 4-22 Rehabilitation
(Pavement, Electrical and Drainage)
Grant Administration, Bidding, Construction
Administration and Resident Observation Services

By
Passero Associates, LLC
(Passero Project No. 99000047.089R)

Work Order 20-89R

Work Order 20-89R
Runway 4-22 Rehabilitation (Pavement, Electrical and Drainage)
Bidding and Construction 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: Grant administration, bidding and Construction Services for Runway 4-22 Rehabilitation including pavement, electrical and drainage improvements. Construction contract time is 140 calendar days.

Scope of Basic Services: Bid, Construction Administration and Full Time Resident Observation for 140-calendar day construction period. See Schedule A - Scope of Work.

Scope of Special Services: Topographic QA Survey Validation and Quality Assurance Material Testing.

Client Manager / Project Coordinator: Nathan Coyle, ACE, Airport Manager

PA Program Manager: Andrew Holesko, CM, Vice President.

PA Project Manager: Bradley Wentz, P.E.

Basic Services Compensation and Method of Payment: Not-to-Exceed: \$ 219,700.00

Special Services Compensation and Method of Payment: Not-to-Exceed: \$10,000.00

Total Project Cost: Per attached Schedule B, Not-to-Exceed: \$ 229,700.00

Schedules and Meetings: Per Schedule A – Scope of Work.

Deliverables: Per Schedule A – Scope of Work.

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

"Consultant"

Passero Associates, LLC

BY: _____

Andrew Holesko, CM, CEO
Typed Name and Title

ATTEST:

BY: _____

Brad Wentz, P.E., Project Manager
Name, Title

Date

"Client"

City of Fernandina Beach

BY: _____

Dale L. Martin, City Manager
Typed Name and Title

ATTEST:

BY: _____

Name, Title

Date

Schedule A - Scope of Work

Runway 4-22 Rehabilitation (Bidding and Construction Phase)

Fernandina Beach Municipal Airport (FHB), Fernandina Beach, Florida

I. Project Description

Runway 4-22, the primary runway at FHB, is 5,300 feet long and 100-foot-wide asphalt-paved runway with paved bituminous shoulders. The construction project elements consist of:

1. Full depth pavement reconstruction (450 feet x 100 feet) at approach end of Runway 4 to conform to FAA Advisory Circular 150/5300-13A longitudinal profile requirements.
2. Full depth reconstruction of shoulder pavement at approach end of Runway 4.
3. Bituminous pavement rehabilitation of southwest 3,350-foot runway portion and intersection connections necessary to provide a smooth transitional pavement surface.
4. Remove and replace all cable, conduit, counterpoise, and threshold and edge lights, at approach end of Runway 4 (approximately 500 feet).
5. Replace all threshold and runway edge lighting system fixtures and associated cable the remaining 4,800 feet.
6. Install new homerun lighting cable and new constant current regulator.
7. Install pipe lining of 600 linear feet of reinforced concrete pipe, remove and install drainage structures to provide efficient flow of stormwater.

The recommended construction award amount is \$2,246,497.00. The project is scheduled to be constructed in Fall 2020.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Fernandina Beach (City) with the grant administration, project management, public advertisement and bidding, construction, and closeout phase of the Runway 4-22 Rehabilitation project.

A. Grant Administration and Project Management Phase:

The Consultant shall assist the City with FAA and FDOT during the bid, award and construction phase. The Consultant shall prepare the required paperwork to secure funds for the Project. The specific services to be provided or furnished for this Phase are the following:

1. Consultant shall prepare the FAA grant application package and coordinate its execution by the City and submission to FAA.
2. Consultant shall coordinate the Engineer's opinion of probable costs for design and construction with existing input in the JACIP
3. Consultant shall sign, stamp, and upload the Engineer's certifications of plans and specifications to JACIP.
4. Consultant shall upload plans and specifications into JPM.
5. Consultant shall create "Non-Rule making Airport" (NRA) case on FAA OE/AAA site for FAA review of the project construction.

6. Consultant shall provide continued coordination so that Project schedules are met for each phase of work included in this contract. Phases of design are dependent upon timely document.

B. Bid Phase (This service was not included in Design Phase)

1. Consultant will assist the City prepare the legal advertisement of the project. The bid schedule and bid documents will be posted on the Consultant's website. The Plan Rooms specified in the advertisement will be provided with electronic copies of these documents.
2. Questions from potential bidders will be directed to the Consultant and answered by addendum.
3. Consultant and City will schedule and hold a pre-bid conference at least ten (10) days prior to the scheduled bid opening. The meeting's attendance log will be published on the Consultant's website. Minutes of the pre-bid conference, conducted by the Consultant, will be prepared by Consultant, and published via Addendum.
4. Consultant will review the bids received for conformance with the contract documents. Consultant will review the contractor's personnel, equipment lists, and references to verify the contractor's qualifications and financial responsibility.
5. Consultant will prepare a bid tabulation for the City and make a recommendation of award or rejection of bids, as appropriate, to the City.
7. Consultant will prepare conformed copies of the construction Contract and Notice of Award form, and coordinate contractor execution of both documents.
8. Consultant will review the contractor-executed documents with the City prior to execution by the City. After the contracts have been executed by the City, the Consultant will assist the City in distributing copies of the contracts to the contractor and FAA, as needed.
9. Consultant will coordinate the transmittal of the Notice to Proceed to the contractor, if requested by the City.

C. Construction Administration Phase

The Consultant will provide construction administration services for the construction duration plus pre-construction and project closeout to assist the City during the construction phase of the project. The following services shall be included:

1. Consultant shall assist the City in managing the technical and administrative components of the project.
2. Consultant shall provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at construction coordination meetings and other meetings required during construction. Prepare, review, and distribute minutes of these meetings, if applicable.
3. Consultant shall review contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements. Consultant shall maintain a submittals log.

4. Consultant shall review, with the City, alternative construction methods proposed by the contractor, as applicable.
5. Consultant shall review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
6. Consultant shall interpret the technical requirements of the bid documents for the City.
7. Consultant shall review and furnish the City one reproducible set of the record drawings (to be completed by the contractor) for the completed project.
8. Consultant shall participate in the pre-final and final inspections of the completed project with City and Airport personnel, the FAA, and the contractor.

D. Resident Observation Phase

The Consultant will provide both full-time and periodic construction observation services for the construction duration (contract time is 140 calendar days) plus pre-construction (14+ calendar days) and project closeout (14+ calendar days) to assist the City during the construction phase of the project. This Phase is field-based, and the Consultant shall provide construction observation support by an engineer, resident project representative or supporting professional staff. The following services shall be included:

1. Consultant shall conduct on-site observation and monitor the construction activities for compliance with the intent of the design.
2. Consultant shall provide full-time observation and monitoring. Full-time observation and monitoring are defined as one resident project representative during day-time work shifts, working 8 hours per day.
3. During critical work phases, such as during the paving operation or night-time work, the Consultant shall supplement full-time construction observation with periodic observation services. The paving duration is estimated to be six workdays for a period of eight hours each.
4. Consultant shall provide project updates to the City and airport staff, as requested throughout the life of the project.
5. Consultant shall report regularly to the City pertaining to the construction progress and, based on on-site observations, its compliance to the project plans and specifications.
6. Maintain a project record in accordance with the requirements of the FAA for aviation capital improvement projects.
7. Prepare and submit reports of construction activity observed as required by the City and FAA.
8. Prepare, review, and approve monthly and final payments to the contractor.
9. Coordinate all Quality Assurance testing.
10. Compile all testing results, reports and records required for project and grant closeout, as applicable.

III. Special Services – Survey Validation and Quality Assurance Material Testing

- A. The Consultant shall conduct survey validation of control points and benchmarks, address contractor questions and verify contractor temporary control points.

- B.** The Consultant shall conduct Quality Assurance (QA) material testing, subcontracting for outside field, laboratory and/or shop tests of construction materials, as required by the plans and specifications.

IV. Clarification of Responsibility

The Client acknowledges that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. Passero Associates' (Consultant's) construction-phase work tasks for the Project are limited to those specified in this Scope of Work.

The Client acknowledges that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors, or suppliers.

The Client acknowledges that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.

The Client acknowledges that the Contractor is responsible for project site safety. Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

V. Meetings, Presentations and Deliverables

Passero Associates will prepare for and attend the following meetings:

1. Pre-Bid Meeting
2. Pre-Construction Meeting
3. Construction Progress Meeting
4. Substantial Completion Meeting
5. Final Walk-Through Meeting

VI. Deliverables

1. Pre-Bid Meeting Presentation
2. Bid Addenda
3. Bid Tabulation and Recommendation of Award
4. Contractor Pay Application Assistance (and necessary support for DBE participation, certified payrolls, etc.)
5. Continuing project coordination, administration, and progress meetings.
6. Monthly project status updates (as requested).
7. Preparation and distribution of As-Built (Records) Drawings and Airport Layout Plan revisions.
8. Project Test Report and Grant Closeout Documents.

End of Scope of Services

Schedule B
Passero Associates, LLC
Consultant Services Fees and Costs

Airport: Fernandina Municipal Airport

Project: Rehabilitate Runway 4-22 - Bid and Construction Phase

PA Project No: 99000047.089R

Prepared By: B. Wente

[illegible]



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

Phone: (407) 487-7220

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

Dear Mr. Martin:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0022-029-2020 at Fernandina Beach Municipal Airport in Fernandina Beach, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 30, 2020**, in order for the grant to be valid.
- c. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.
- d. You may not make any modification to the text, terms or conditions of the grant offer.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Orlando Airports District Office.

Armando L. Rovira, (407) 487-7227, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date

Airport/Planning Area

Fernandina Beach Municipal Airport

AIP Grant Number

3-12-0022-029-2020

Unique Entity Identifier

07-919-2274

TO: City of Fernandina Beach

(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 21, 2020, for a grant of Federal funds for a project at or associated with the Fernandina Beach Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Fernandina Beach Municipal Airport (herein called the "Project") consisting of the following:

Construction – Rehabilitate Runway 4-22 southwestern section (3,000 feet X 100 feet); Rehabilitate Runway 4-22 Lights.

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,478,458

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$2,478,458 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before June 30, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration and Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American**. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects if funds are available;
- C. May be increased by not more than 15 percent for land project if funds are available.

18. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Exhibit "A" Property Map. The Exhibit "A" Property Map dated October 14, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____,

City of Fernandina Beach

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Tammi E. Bach, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at 204 Ash St (location) this 16th day of June, 2020

By:



(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act - 5 U.S.C. 1501, et seq.²
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- h. 49 CFR Part 20 - New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 5) So long as the sponsor retains ownership or possession of the property.

a.) Required Solicitation Language.

- b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Fernandina Beach in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport

NUMBER	TITLE
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey

NUMBER	TITLE
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors

NUMBER	TITLE
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
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THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
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150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

BID DOCUMENTS

FOR

CITY OF FERNANDINA BEACH



FERNANDINA BEACH MUNICIPAL AIRPORT

Runway 4-22 Rehabilitation

City Bid No. 2020-04

FAA AIP NO. 3-12-0022-028-2019

FDOT FIN NO. 443809-1

PREPARED BY:



PASSERO ASSOCIATES, LLC

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

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https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-2G.pdf

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L-700-704	Lighting Plan,
L-705	Homerun cable plan and notes
L-750-751	Lighting details
L-800	Electrical vault layout
C-900-904	Marking plan
C-951	Sawcut Grooving Detail
C-952-956	Stormwater Pollution Prevention Plan

**PART 7
GEOTECHNICAL REPORT**

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Advertisement for Bids

City of Fernandina Beach Fernandina Beach Municipal Airport

Runway 4-22 Rehabilitation

FAA AIP NO.: 3-12-0022-028-2019

FDOT Project FIN: 443809-1

City ITB#: 2020-04

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. EST on May 8, 2020**, and the submitted bids will be opened in the Commission Chambers, immediately following the submittal closing time.

Runway 4-22 Rehabilitation:

The project includes bituminous pavement rehabilitation and reconstruction of the southwestern most portion of Runway 4-22 (3,800-feet long by 100-feet wide), replacement of edge and threshold lights with new LED fixtures, isolation transformers, and cable, replacement of existing constant current regulator, installation of new pavement marking for entire runway length, pipe lining approximately 600 feet of 30-inch RCP under Runway 4-22, and top soiling and sodding.

A complete Bid Document set, including project drawings and technical specifications, will be available on April 8, 2020, and may be obtained from **Passero Associates, LLC** at www.passero.com under the 'BID' tab. The Complete Bid Document will also be available from the following sources:

City of Fernandina Beach Website at the following link: www.fbfl.us & www.demandstar.com. Additionally available at 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.

Contact Wanda Weeks at wweeks@fbflf.org or Angela Witt at awitt@passero.com to obtain complete bid document set.

A **Pre-bid Conference Webinar** for this project will be held at **2:00 PM, EST, on April 17, 2020** via video conference. The meeting platform is StarLeaf. The meeting can be accessed via computer or phone by <https://meet.starleaf.com/7606604> or Dial +1 (669) 800 5335 or +1 (669) 202 3202 and enter meeting ID 760 6604.

Bid Summary Schedule:

Advertisement	Bid Document Available	Pre-Bid Mtg Webinar	Last Day for Questions	Addendum Issued	Bid Opening
4/8/2020	4/8/2020	4/17/2020	4/24/2020	5/1/2020	5/8/2020

End of Section

PART 1
INSTRUCTIONS TO BIDDERS
City of Fernandina Beach Fernandina Beach Municipal Airport
Runway 4-22 Rehabilitation

FAA AIP NO: 3-12-0022-028-2019

FDOT Project FIN: 443809-1

City ITB#: 2020-04

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.

Pre-bid Webinar Teleconference

A **Pre-bid Webinar Teleconference** for this project will be held at **2:00 PM, EST, on April 17, 2020**, at

The meeting platform is StarLeaf. From a computer with internet access, either click the following hyperlink or enter it (copy/paste or type) into your web browser. The meeting can be access via video conference (by computer) at this address:

<https://meet.starleaf.com/7606604/app>

Join the meeting and follow the provided instructions, or to join by phone, dial one of the following numbers and enter the meeting ID:

Phone Number: +1 (669) 800 5335 or +1 (669) 202 3202

Meeting ID: 760 6604.

Site Visit

Contactors may schedule a site-visit of the project location by contacting Nathan Coyle, Airport Director, at 904-310-3436 any time after advertisement of the bid on 4/8/2020.

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 **140 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 Tab 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

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, 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.

No part of the Bid Document may be removed or substituted by anyone other than the Owner's Engineer / Representative.

All bid documents and bid submittals shall be included as exhibits to the City Contract Agreement which will establish terms, conditions, and obligations of the successful bidder.

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

Modifications to Bidding Document Project Specifications

Modifications to the project specifications outlined in bidding documents 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 via the City of Fernandina Beach Website, www.fbfl.us and DemandStar website, www.demandstar.com and 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.

If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the bid.

Errors and Discrepancies in Project Documents

Should Bidder find an error, discrepancy, ambiguity or omission in the Bidding Documents 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 Bidding Documents will only be made by written addendum as prescribed herein.

By submittal of a bid, Bidder represents that they have thoroughly reviewed the Bid Documents 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 Bid Documents shall make a written request to the Owner's Engineer by contacting awitt@passero.com. The Owner's Engineer, Passero Associates and Wanda Weeks, City Purchasing Agent at wweeks@fbfl.org, must receive the written request by Thursday, April 24, 2020, thirteen (14) 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 Bid Documents. 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 Submittal 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 Submittal

All bids shall be made on the forms provided by the Owner within the Bid Documents. 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 or type-written 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 Submittal

The submittal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with a blue 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 bid submittals by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified, and the corporate seal affixed.
- For bid submittals submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bid submittals 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 submittal.

Modification or Withdrawal of Bid Submittal

Bidder may modify or withdraw their bid submittal at any point up to the specified time and date identified for receipt of bids. Any request for bid submittal withdrawal or modification must be submitted in writing by the Bidder. Bids submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

Any modification to a Bid Submittal, subject to the time constraint noted herein, must be made on the bid submittal forms contained in the Bidding Documents. The submitter'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 submittal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Submitter.

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.

Submitter Qualifications

Each Submitter shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Submitter 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 Submitter's past experience of 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 Submitter's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports.

Additive/Alternate Bid Submittals

Submitter shall complete all blanks provided on the bid forms. When so permitted by the Owner, the Submitter 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 (cd or thumb drive)**, 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 fiscal years 2019-2020 and 2020-2021. **Due to the restrictions of COVID 19, hand delivered submittals will not be accepted at this time.** Bid submittals shall be enclosed in a sealed opaque envelope and addressed to:

***City of Fernandina Beach ITB # 2020-04
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: Runway 4-22 Rehabilitation

At: Fernandina Beach Municipal Airport

FAA AIP NO.: 3-12-0022-028-2019

FDOT FIN: 443809-1

City ITB#: 2020-04

To be opened at: 2:00 p.m. EST, May 8, 2020

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 opened by the Owner or the Owner's Representative. **Due to the restrictions of COVID 19, Bidders, their authorized agents, and other interested parties are not 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. The Owner will be the sole judge of the submittals. The Owner's decision will be final.

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 of required bid submittal documents, 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 and Federal 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 agreements as specified herein. Failure by the successful Bidder to execute the contract agreements 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 agreements 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 calendar (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 Bid Submittal Documents. 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 **Runway 4-22 Rehabilitation project under City ITB #2020-04**. 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 Bidding Documents which shall be exhibits to the Contract Agreement.

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

INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder must include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Subject to the limitations set forth in this Section, the CONTRACTOR must assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, must appoint lead counsel, in each case at the CONTRACTOR's expense. The City will 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 must obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR must not assume or maintain control of the defense of any third party claim, but must pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party must cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and must furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification will be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR must, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

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

A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.

B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
2. Completed Operations/Products Liability.
3. Broad Form Property Damage
4. Personal and Advertising Injury Liability
5. Independent Contractors
6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance must not be less than One Million (\$1, 000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR whose insurance contains such provision(s) must be
solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and will contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances must each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute must be its own responsibility and at its own expense.

L. The carrying of the insurance described will in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials must contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.

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

PAYMENT

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

BID PROTESTS

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

FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. CONTRACTOR/VENDOR must include copy of search results with bid or proposal.

LOBBYING

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

END OF INSTRUCTION TO BIDDERS SECTION

BID FORMS
FAA AIP NO.: **3-12-0022-028-2019**
FDOT Project FIN: **443809-1**
City ITB#: 2020-04

TO: City of Fernandina Beach, FL

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

RUNWAY 4-22 REHABILITATION

Contractor 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 Bid 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.

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 project requirements and, in addition to the City contract agreement, 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) calendar days of the notice-of-award, and furthermore, provide executed Payment and Performance bonds within fifteen (15) calendar 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 thirty (30) 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 forty (140) Calendar days 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 day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$1000.00 per Calendar 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. Completed Signature of Bidder Form.
2. Bid Forms with Bid Calculated Correctly.
3. 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.
4. Completed EEO Participation & Compliance Report Statements.
5. Completed Certification of Buy American Compliance.
6. Completed Trade Restriction Certification.
7. Completed Bidder Certification of Non-Segregated Facilities.
8. Completed Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.
9. Completed DBE 1- Bidders DBE Utilization Commitment.
10. Completed DBE 2- Bidders DBE Assurances.
11. Completed DBE 3- Bidders DBE Intent to Utilize a Certified DBE.
12. Completed Certification of Bidders Tax Delinquency & Felony Convictions.
13. Completed Certification of Bidder Regarding Debarment.
14. Completed Certification of Bidder of Lower Tier Contractors Regarding Debarment.
15. Completed Insurance Forms.
16. Completed Subcontractors and Suppliers form.
17. Completed Addenda Receipt form.
18. Completed Contractor's Certification of Eligibility form.
19. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders. Completed Statement of Bidder's Qualifications form.
20. Completed and signed W-9.
21. Completed Bid Opening Checklist form.
22. Exhibit A – Completed Contact Sheet.
23. Exhibit B – Completed Public Entity Crimes Form.
24. Exhibit C – Drug Free Work-Place Certification Form.
25. Exhibit D – Completed E-Verify Statement Form.
26. Exhibit E – Completed Proposer Acknowledgements and Agreements Form
27. Exhibit F – Completed Conflict of Interest Form.
28. Exhibit G – Completed Non-Collusion Affidavit Form.
29. Exhibit H – Completed Disputes Disclosure 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: _____

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-100-14.1	1 LS	CONTRACTOR QUALITY CONTROL, INCLUDING TESTING	\$	\$
		DOLLARS PER LS		
C-102-5.1	1 LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$	\$
		DOLLARS PER LS		
C-102-5.2	1,400 LF	SILT FENCE	\$	\$
		DOLLARS PER LF		
C-102-5.3	1 EA	INLET PROTECTION	\$	\$
		DOLLARS PER EA		
C-105-6.1	1 LS	MOBILIZATION	\$	\$
		DOLLARS PER LS		
C-106-4.1	1 LS	MAINTENANCE AND PROTECTION OF TRAFFIC	\$	\$
		DOLLARS PER LS		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-107-3.1	1 LS	CONSTRUCTION PROGRESS AERIAL PHOTOS	\$	\$
		DOLLARS PER LS		
C-108-8.1	1 LS	PROJECT SURVEY, STAKEOUT AND RECORD DRAWINGS	\$	\$
		DOLLARS PER LS		
P-101-5.1	5,800 SY	BITUMINOUS PAVEMENT REMOVAL, FULL DEPTH	\$	\$
		DOLLARS PER SY		
P-101-5.2	43,000 SY	BITUMINOUS PAVEMENT REMOVAL, VARIABLE DEPTH (3-INCH OR LESS)	\$	\$
		DOLLARS PER SY		
P-101-5.2	43,000 SY	BITUMINOUS PAVEMENT REMOVAL, VARIABLE DEPTH (3-INCH OR LESS)	\$	\$
		DOLLARS PER SY		
P-152-4.1	1,700 CY	UNCLASSIFIED EXCAVATION	\$	\$
		DOLLARS PER CY		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-160-8.1	5,000 SY	12-INCH SUBGRADE STABILIZATION	\$	\$
		DOLLARS PER SY		
P-211-5.2	6,100 SY	LIMEROCK BASE COURSE, 10-INCH	\$	\$
		DOLLARS PER SY		
P-211-5.2	6,100 SY	LIMEROCK BASE COURSE, 10-INCH	\$	\$
		DOLLARS PER SY		
P-401-8.1	6,300 TON	BITUMINOUS SURFACE COURSE, 2-INCH	\$	\$
		DOLLARS PER TON		
P-401-8.1	6,300 TON	BITUMINOUS SURFACE COURSE, 2-INCH	\$	\$
		DOLLARS PER TON		
P-401-8.2	50 TON	BITUMINOUS LEVELING COURSE	\$	\$
		DOLLARS PER TON		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-603-5.1	9,900 GAL	TACK COAT	\$	\$
		DOLLARS PER GAL		
P-610-5.1	768 SF	CONCRETE THRESHOLD BAR, 4-INCH	\$	\$
		DOLLARS PER SF		
P-620-5.1	75,600 SF	TEMPORARY RUNWAY/TAXIWAY MARKING	\$	\$
		DOLLARS PER SF		
P-620-5.2	71,600 SF	RUNWAY/TAXIWAY MARKING, WHITE, WITH GLASS BEADS	\$	\$
		DOLLARS PER SF		
P-620-5.2	71,600 SF	RUNWAY/TAXIWAY MARKING, WHITE, WITH GLASS BEADS	\$	\$
		DOLLARS PER SF		
P-620-5.3	47,000 SF	RUNWAY/TAXIWAY MARKING, YELLOW, WITH GLASS BEADS	\$	\$
		DOLLARS PER SF		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-621-5.1	47,000 SY	PAVEMENT GROOVING	\$	\$
		DOLLARS PER SY		
D-702-6.1	615 LF	30-INCH REINFORCED CONCRETE PIPE LINING	\$	\$
		DOLLARS PER LF		
D-751-5.1	1 EA	REMOVE INLET	\$	\$
		DOLLARS PER EA		
D-751-5.2	1 EA	FDOT TYPE E DITCH BOTTOM INLET	\$	\$
		DOLLARS PER EA		
D-751-5.2	1 EA	FDOT TYPE E DITCH BOTTOM INLET	\$	\$
		DOLLARS PER EA		
T-904-5.1	2,500 SY	SODDING	\$	\$
		DOLLARS PER SY		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-108-5.1	1 LS	ELECTRICAL DEMOLITION, CABLE	\$	\$
		DOLLARS PER LS		
L-108-5.2	19,000 LF	1/C NO. 8 AWG 5KV L-824 TYPE C CABLE, INSTALLED IN EXISTNG OR NEW CONDUIT	\$	\$
		DOLLARS PER LF		
L-108-5.3	500 LF	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING BACKFILL, GROUND RODS AND GROUND CONNECTORS	\$	\$
		DOLLARS PER LF		
L-109-7.1	1 LS	REMOVE EXISTING CONSTANT CURRENT REGULATOR	\$	\$
		DOLLARS PER LS		
L-109-7.1	1 LS	REMOVE EXISTING CONSTANT CURRENT REGULATOR	\$	\$
		DOLLARS PER LS		
L-109-7.2	1 EA	7.5 KW CONSTANT CURRENT REGULATOR AND NECESSARY CONNECTIONS	\$	\$
		DOLLARS PER EA		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-125-5.1	1 LS	ELECTRICAL DEMOLITION, LIGHTS	\$	\$
		DOLLARS PER LS		
L-125-5.2	2 EA	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.3	56 EA	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.4	16 EA	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.4	16 EA	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.5	8 EA	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-125-5.7	4 EA	L-867D JUNCTION CAN WITH BLANK LID	\$	\$
		DOLLARS PER EA		
L-126-7.1	1 FIXED	FLIGHT CHECK	\$12,000.00	\$12,000.00
		TWELVE THOUSAND DOLLARS AND NO CENTS		
		FIXED DOLLAR AMOUNT		

TOTAL BASE BID: \$_____

BID FORM

BID ALTERNATE NO. 1				
X-100-3.1	1 LS	CHANGE IN CONTRACT AMOUNT TO DELAY START OF CONSTRUCTION TO MARCH 15, 2021	\$	\$
		DOLLARS PER LS		

TOTAL BID ADDITIVE NO. 1: \$_____

TOTAL BID: \$_____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 **Runway 4-22 Rehabilitation** 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

THIS FORM SHALL BE COMPLETED BY ALL BIDDERS AND SHALL ACCOMPANY ALL SUBMITTALS

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

The Bidder ☐ has ☐ has not 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 ☐ has not 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

BUY AMERICAN PREFERENCE STATEMENT

The Contractor (successful bidder) agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 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 as 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

BIDDER'S SIGNATURE

BIDDER CERTIFICATION OF NON-SEGREGATED FACILITIES:

The Contractor (successful bidder) agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor (successful bidder) agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of written or oral or employee custom. The term does not include separate of single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

The Contractor (successful bidder) shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract, regardless of the amount contracted.

Certification: The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer

Signature

Date

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

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	21.8%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **State of Florida, Nassau County, City of Fernandina Beach, FL.**

BIDDER'S SIGNATURE

OWNER'S DBE POLICY STATEMENT and
BIDDER'S CONDITION OF BID RESPONSIVENESS / RESPONSIBILITY REQUIREMENTS

The Sponsor has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor, has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

As a condition of bid responsibility, the successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening on the forms provided herein:

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1)
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

Form 1 – BIDDER’S DBE UTILIZATION COMMITMENT

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____The bidder/offeror is committed to a minimum of 10.45 % DBE utilization on this contract.

_____The bidder/offeror (if unable to meet the DBE goal of **10.45%**) is committed to a minimum
_____% DBE utilization on this contract and submits documentation demonstrating good faith
efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____ (Signature)
 _____ (Title)

Date: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

FORM 2 – BIDDER’S DBE ASSURANCES

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. A Disadvantaged Business Enterprise (DBE) ~~contract~~ goal of 10.45 % percent has been established for this contract.

All bidders must submit an assurance stating the percentage of Disadvantaged Business Enterprises they intend to employ on this project.

The successful bidder must submit the following information within 15 business days of being notified that they are the successful bidder, but before the contract is executed:

1. The names and addresses of DBE **AND** non-DBE firms that will participate in the contract, including:
 - a. Firm’s status as a DBE or non-DBE.
 - b. Age of the firm.
 - c. Annual gross receipts of the firm (use categories below):
[] < \$500,000; [] \$500,000-\$1 million; [] \$1-2 million; [] \$2-5 million; [] > 5 million.
 - d. Description of the work the firm will perform.
 - e. Dollar amount of the work the firm will perform.
2. Written documentation of the commitment to use a DBE firm whose participation is submitted to meet the contract goal.
3. Written confirmation from the DBE firm that it is participating in the contract.
4. If the contract goal is not met, evidence of good faith efforts as defined in 49 CFR Part 26.

CERTIFICATION:

This firm, as Bidder, assures that it will utilize not less than _____ % of DBE participation, and provide the required information on the firms that will participate in the contract.

Bidder’s Name: _____

Address: _____

Bidder’s Status: _____ DBE _____ Non-DBE

Age of Firm: _____

Annual gross receipts of the firm (check category):

[] < \$500,000; [] \$500,000-\$1 million; [] \$1-2 million; [] \$2-5 million; [] > 5 million.

Signature and Title

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

FORM 3: BIDDER'S INTENT TO UTILIZE A CERTIFIED DBE

[Submit this form for each DBE subcontractor.]

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

If awarded the prime contract, the bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ _____.

Affirmation of Intent

The above-named DBE firm affirms that if the above-named bidder is awarded the prime contract, it will perform the portion of the contract for the estimated dollar value as stated above, and that the firm is DBE certified to perform the specific trades.

By (Signature)

Type / Print Name, Title

Date: _____

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The Bidder represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Bidder represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the Owner has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

BIDDER'S SIGNATURE

CERTIFICATION OF BIDDER REGARDING DEBARMENT

By submitting a bid under this solicitation, the bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

By submitting a bid under this solicitation, the bidder understands and agrees to do the following:

The successful bidder, by administering each lower tier subcontract that is expected to equal or exceed \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

[Note: AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.]

BIDDER’S SIGNATURE

FLORIDA'S PUBLIC RECORDS LAW

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously provide the city with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.
6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City in answer to a public records request or other lawful request for these records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AT (904) 310-3115, OR cbest@fbfl.org, OFFICE OF THE CITY CLERK, 204 ASH STREET, FERNANDINA BEACH, FL 3203

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.

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 _____, 2020.

(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 ____

EXHIBIT "A"
CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

My name is _____ and my relationship to the entity named above is _____.

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

My name is _____ and my relationship to the entity named above is _____.

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES_NO_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

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 thirty (30) calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than one hundred forty (140) 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 XXXXXX 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 XXXXXXXX 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 borne by the Owner and implemented through a Change Order recommended by the Architect and approved by the Owner. If such Work was inspected and found not to be in conformance with the Contract Documents, the Contractor shall pay the cost of uncovering and replacement without a change in Contract Time.

14. Correcting Rejected Work

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

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if 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 affected 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: Runway 4-22 Rehabilitation

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:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

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 CONTRACT AGREEMENT

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: **Runway 4-22 Rehabilitation**

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:

Runway 4-22 Rehabilitation

FDOT Project FIN: **443809-1**

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 forty (140) 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: **Runway 4-22 Rehabilitation**

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 forty (140) 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 **Runway 4-22 Rehabilitation** 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 data 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 Runway 4-22 Rehabilitation** (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 a part of the Contract Agreement 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 Bidding Documents or Contract Agreement as defined in Paragraph 2 or where the use of such Bidding Documents or Contract Agreement 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: **Runway 4-22 Rehabilitation**

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

END OF SUPPLEMENTAL FORMS

PART 2

FAA ADVISORY CIRCULAR

FAA ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION, located here and incorporated by reference:

https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-2G.pdf

PART 3

DAVIS-BACON WAGE RATES

General Decision Number: FL20200193 01/03/2020

Superseded General Decision Number: FL20190193

State: Florida

Construction Type: Highway

Counties: Baker and Nassau Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUFL2013-054 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work. . .	\$ 14.14	0.00
CEMENT MASON/CONCRETE FINISHER. . .	\$ 14.35	0.00
ELECTRICIAN.	\$ 21.87	0.00
FENCE ERECTOR.	\$ 11.41	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine). . .	\$ 12.37	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.	\$ 12.13	0.00
INSTALLER - GUARDRAIL.	\$ 11.94	0.00
IRONWORKER, ORNAMENTAL.	\$ 13.48	0.00
IRONWORKER, REINFORCING.	\$ 15.77	0.00
IRONWORKER, STRUCTURAL.	\$ 17.50	0.00
LABORER (Traffic Control Specialist).	\$ 10.94	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.	\$ 13.61	0.00
LABORER: Common or General. . . .	\$ 10.70	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).	\$ 12.04	0.00
LABORER: Flagger.	\$ 12.02	0.00
LABORER: Grade Checker.	\$ 13.64	0.00

LABORER: Landscape & Irrigation.	\$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete.	\$ 12.81	0.00
LABORER: Pipelayer.	\$ 14.42	0.00
OPERATOR: Auger.	\$ 12.43	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.	\$ 15.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.	\$ 12.86	0.00
OPERATOR: Boom.	\$ 16.50	0.00
OPERATOR: Boring Machine.	\$ 17.18	0.00
OPERATOR: Broom/Sweeper.	\$ 11.60	0.00
OPERATOR: Bulldozer.	\$ 15.76	0.00
OPERATOR: Concrete Finishing Machine.	\$ 15.44	0.00
OPERATOR: Concrete Pump.	\$ 19.57	0.00
OPERATOR: Concrete Saw.	\$ 15.09	0.00
OPERATOR: Crane.	\$ 20.62	0.00
OPERATOR: Curb Machine.	\$ 19.21	0.00
OPERATOR: Distributor.	\$ 15.01	0.00
OPERATOR: Drill.	\$ 14.71	0.00
OPERATOR: Forklift.	\$ 12.02	0.00
OPERATOR: Gradall.	\$ 14.71	0.00

OPERATOR: Grader/Blade.....	\$ 18.21	0.00
OPERATOR: Grinding/Grooving Machine.	\$ 16.07	0.00
OPERATOR: Loader.	\$ 14.07	0.00
OPERATOR: Mechanic.	\$ 18.20	0.00
OPERATOR: Milling Machine.	\$ 15.27	0.00
OPERATOR: Oiler.	\$ 14.92	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).	\$ 15.32	0.00
OPERATOR: Piledriver.	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).	\$ 20.22	0.00
OPERATOR: Roller.	\$ 12.61	0.00
OPERATOR: Scraper.	\$ 12.01	0.00
OPERATOR: Screed.	\$ 14.97	0.00
OPERATOR: Tractor.	\$ 12.91	0.00
OPERATOR: Trencher.	\$ 20.17	0.00
PAINTER: Spray.	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.	\$ 16.36	0.00
TRUCK DRIVER: Dump Truck.	\$ 13.47	0.00
TRUCK DRIVER: Flatbed Truck. ...	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.	\$ 15.85	0.00
TRUCK DRIVER: Slurry Truck.	\$ 11.96	0.00

TRUCK DRIVER: Vactor Truck.....\$ 13.70 0.00

TRUCK DRIVER: Water Truck.....\$ 14.23 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey.

Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate)

ruling On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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.

Paragraph Number	Term	Definition
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
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

Paragraph Number	Term	Definition
		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 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.

Paragraph Number	Term	Definition
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 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

Paragraph Number	Term	Definition
		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.
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.

Paragraph Number	Term	Definition
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 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.

Paragraph Number	Term	Definition
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 contract specifications by reference shall have the same force and effect as if included in the contract physically.

Paragraph Number	Term	Definition
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.

Paragraph Number	Term	Definition
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.
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.

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders).

See Notice To Bidders section for Advertisement date.

20-02 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.

20-03 Contents of proposal forms. The Owner's proposal 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*.

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 Instructions To Bidders section for details regarding Pre-Bid Meeting Webinar.

20-04 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.

20-05 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.

20-06 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.

20-07 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.

20-08 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.

20-09 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.

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 by email 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 7 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

30-01 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.

30-02 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.

30-03 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*.

30-04 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*.

30-05 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.

30-06 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.

30-07 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.

30-08 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

40-01 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.

40-02 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.

40-03 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*.

40-04 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.

40-05 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).

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. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway

40-06 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.

40-07 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.

40-08 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

50-01 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.

50-02 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.

50-03 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.

50-04 List of Special Provisions. Not applicable to this contract.

50-05 Cooperation of Contractor. The Contractor shall be supplied with two hard copies or 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.

50-06 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.

50-07 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 requirements

of Item C-108 and 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 the following format(s): written & electronic.

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.

50-08 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.

50-09 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.

50-17 Value Engineering Cost Proposal.

The provisions of this paragraph will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of \$100,000, the Contractor may submit to the RPR, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The value engineering cost proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for value engineering cost proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

- a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each.
- b. An itemization of the contract requirements that must be changed if the proposal is adopted.
- c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes.
- d. A statement of the time by which a change order adopting the proposal must be issued.
- e. A statement of the effect adoption of the proposal will have on the time for completion of the contract.
- f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any value engineering cost proposal not accepted by the RPR, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the RPR to consider any value engineering cost proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the value engineering cost proposal has been issued. If a change order has not been issued by the date upon which the Contractor's value engineering cost proposal specifies that a decision should be made, or such other date as the Contractor may

subsequently have requested in writing, such value engineering cost proposal shall be deemed rejected.

The RPR shall be the sole judge of the acceptability of a value engineering cost proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the RPR may disregard the contract bid prices if, in the RPR's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The Owner may require the Contractor to share in the Owner's costs of investigating a value engineering cost proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a value engineering cost proposal from amounts payable to the Contractor under the contract.

If the Contractor's value engineering cost proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this paragraph. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the value engineering cost proposal or such part of it as has been accepted and shall include any conditions upon which the RPR's approval is based. The change order shall also set forth the estimated net savings attributable to the value engineering cost proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50% share of the net savings shall constitute full compensation to the Contractor for the value engineering cost proposal and the performance of the work.

Acceptance of the value engineering cost proposal and performance of the work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

END OF SECTION 50

Section 60 Control of Materials

60-01 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.

60-02 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). The contractor shall provide all test data in an electronic format.

60-03 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.

60-04 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.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 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.

60-07 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.

60-08 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

70-01 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.

70-02 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.

70-03 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.

70-04 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.

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.

70-05 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.

70-06 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.

70-07 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.

70-08 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 on sheet(s) C-200 through C-204 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the RPR and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of their intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

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. The airport contact is:

Nathan Coyle, Airport Director

Phone: (904) 310-3436

Email: ncoyale@fbfl.org

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.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport manager a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

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. See attached.

END OF SECTION 70

Section 80 Execution and Progress

80-01 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 25% 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.

80-02 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.

80-03 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 twice 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.

80-04 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:

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.

80-05 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.

80-06 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.

80-07 Determination and extension of contract time. The number of 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:

80-07.1 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.

80-08 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	Not Applicable	100 Calendar Days
2A	Not Applicable	20 Calendar Days
2B	Not Applicable	5 Calendar Days
3	Not Applicable	30 Calendar Days
4	Not Applicable	10 Calendar Days
TOTAL	\$1,000.00	140 Calendar Days

The maximum construction time allowed for Phases 1, 2A, 2B, 3 & 4 will be the sum of the time allowed for individual schedules but not more than 140 calendar days. 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.

80-09 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

90-01 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.

Term	Description
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 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.

Term	Description
	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 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-weighing (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.

90-02 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.

90-03 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.

90-04 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.

90-05 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.

90-06 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.

10% of each payment application will be retained until the project is completed.

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.

90-07 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.

90-08 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.

90-09 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. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

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 fourteen (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

Part 2 – General Construction Items

ITEM C-100: CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a.** Provide qualified personnel to develop and implement the CQCP.
- b.** Provide for the production of acceptable quality materials.
- c.** Provide sufficient information to assure that the specification requirements can be met.
- d.** Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- a.** Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
- b.** Discussion of the QA program.
- c.** Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
- d.** Establish regular meetings to discuss control of materials, methods and testing.

- e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and

testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
- (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
- (3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

100-5 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a.** Specification item number (e.g., P-401)
- b.** Item description (e.g., Hot Mix Asphalt Pavements)
- c.** Test type (e.g., gradation, grade, asphalt content)
- d.** Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e.** Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)
- f.** Responsibility (e.g., plant technician)
- g.** Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The

records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.
- (8) Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

(1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 20%.

- d. When 75% or more of the original contract is earned, an additional 20%
- e. After final inspection and acceptance of project, the final 10%.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100-14.1 – CONTRACTOR QUALITY CONTROL PROGRAM, INCLUDING TESTING – per lump sum

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.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

ITEM C-102: TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

- a. Temporary seeding and mulching will be measured by the square yard (square meter).
- b. Temporary slope drains will be measured by the linear foot (meter).
- c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.
- d. All fertilizing will be measured by the ton (kg).
- e. Installation and removal of silt fence will be measured by the Lump sum.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1 – TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND
SILTATION CONTROL – per lump sum

Item C-102-5.2 – SILT FENCE – per linear foot

Item C-102-5.3 – INLET PROTECTION – per each unit

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

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.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

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 15 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.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 – MOBILIZATION – per lump sum

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 C-110: METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-1 General. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average ($\bar{X}$) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-2 Method for computing PWL. The computational sequence for computing PWL is as follows:

- a.** Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b.** Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c.** Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

d. Find the sample average (X) for all subplot test values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: X = Sample average of all subplot test values within a lot

$x_1, x_2, \dots, x_n$ = Individual subplot test values

n = Number of subplot test values

e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot test values in the set

$d_1, d_2, \dots, d_n$ = Deviations of the individual subplot test values $x_1, x_2, \dots$ from the average value X

that is: $d_1 = (x_1 - X), d_2 = (x_2 - X) \dots d_n = (x_n - X)$

n = Number of subplot test values

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n$$

and

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$\text{PWL} = (\text{P}_U + \text{P}_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

$$A-1 = 96.60$$

$$A-2 = 97.55$$

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$n = 4$$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95\% \text{ density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and $n = 4$.

$$\text{PWL} = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 \dots n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57\%$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L = 2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$A-2 = 97.55$$

$$A-1 = 96.60$$

2. From ASTM E178, Table 1, for $n=4$ an upper 5% significance level, the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if $(99.30 - 97.95) / 1.15$ is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if $(97.95 - 96.60) / 1.15$ is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than $(97.95 + 1.463 \times 1.15) = 99.63\%$

OR

less than $(97.95 - 1.463 \times 1.15) = 96.27\%$.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P _L and P _U)	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882

Percent Within Limits (P _L and P _U)	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	- 0.0300	- 0.0281	- 0.0272	- 0.0267	- 0.0264	- 0.0262	- 0.0260

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
48	-0.0725	- 0.0600	- 0.0562	- 0.0544	- 0.0534	- 0.0528	- 0.0524	- 0.0521
47	-0.1087	- 0.0900	- 0.0843	- 0.0817	- 0.0802	- 0.0793	- 0.0786	- 0.0781
46	-0.1447	- 0.1200	- 0.1125	- 0.1090	- 0.1070	- 0.1057	- 0.1049	- 0.1042
45	-0.1806	- 0.1500	- 0.1406	- 0.1363	- 0.1338	- 0.1322	- 0.1312	- 0.1304
44	-0.2164	- 0.1800	- 0.1688	- 0.1636	- 0.1607	- 0.1588	- 0.1575	- 0.1566
43	-0.2519	- 0.2100	- 0.1971	- 0.1911	- 0.1877	- 0.1855	- 0.1840	- 0.1829
42	-0.2872	- 0.2400	- 0.2254	- 0.2186	- 0.2147	- 0.2122	- 0.2105	- 0.2093
41	-0.3222	- 0.2700	- 0.2537	- 0.2461	- 0.2418	- 0.2391	- 0.2372	- 0.2358
40	-0.3568	- 0.3000	- 0.2822	- 0.2738	- 0.2691	- 0.2660	- 0.2639	- 0.2624
39	-0.3911	- 0.3300	- 0.3107	- 0.3016	- 0.2964	- 0.2931	- 0.2908	- 0.2892
38	-0.4251	- 0.3600	- 0.3392	- 0.3295	- 0.3239	- 0.3203	- 0.3179	- 0.3161
37	-0.4586	- 0.3900	- 0.3679	- 0.3575	- 0.3515	- 0.3477	- 0.3451	- 0.3432
36	-0.4916	- 0.4200	- 0.3967	- 0.3856	- 0.3793	- 0.3753	- 0.3725	- 0.3705
35	-0.5242	- 0.4500	- 0.4255	- 0.4139	- 0.4073	- 0.4030	- 0.4001	- 0.3980
34	-0.5563	- 0.4800	- 0.4545	- 0.4424	- 0.4355	- 0.4310	- 0.4280	- 0.4257
33	-0.5878	- 0.5100	- 0.4836	- 0.4710	- 0.4638	- 0.4592	- 0.4560	- 0.4537
32	-0.6187	- 0.5400	- 0.5129	- 0.4999	- 0.4924	- 0.4877	- 0.4844	- 0.4820
31	-0.6490	- 0.5700	- 0.5423	- 0.5290	- 0.5213	- 0.5164	- 0.5130	- 0.5105
30	-0.6787	- 0.6000	- 0.5719	- 0.5582	- 0.5504	- 0.5454	- 0.5419	- 0.5394
29	-0.7077	- 0.6300	- 0.6016	- 0.5878	- 0.5798	- 0.5747	- 0.5712	- 0.5686

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
28	-0.7360	- 0.6600	- 0.6316	- 0.6176	- 0.6095	- 0.6044	- 0.6008	- 0.5982
27	-0.7636	- 0.6900	- 0.6617	- 0.6477	- 0.6396	- 0.6344	- 0.6308	- 0.6282
26	-0.7904	- 0.7200	- 0.6921	- 0.6781	- 0.6701	- 0.6649	- 0.6613	- 0.6587
25	-0.8165	- 0.7500	- 0.7226	- 0.7089	- 0.7009	- 0.6958	- 0.6922	- 0.6896
24	-0.8417	- 0.7800	- 0.7535	- 0.7401	- 0.7322	- 0.7271	- 0.7236	- 0.7211
23	-0.8662	- 0.8100	- 0.7846	- 0.7716	- 0.7640	- 0.7590	- 0.7556	- 0.7531
22	-0.8897	- 0.8400	- 0.8160	- 0.8036	- 0.7962	- 0.7915	- 0.7882	- 0.7858
21	-0.9124	- 0.8700	- 0.8478	- 0.8360	- 0.8291	- 0.8245	- 0.8214	- 0.8192
20	-0.9342	- 0.9000	- 0.8799	- 0.8690	- 0.8625	- 0.8583	- 0.8554	- 0.8533
19	-0.9550	- 0.9300	- 0.9123	- 0.9025	- 0.8966	- 0.8928	- 0.8901	- 0.8882
18	-0.9749	- 0.9600	- 0.9452	- 0.9367	- 0.9315	- 0.9281	- 0.9258	- 0.9241
17	-0.9939	- 0.9900	- 0.9785	- 0.9715	- 0.9671	- 0.9643	- 0.9624	- 0.9610
16	-1.0119	- 1.0200	- 1.0124	- 1.0071	- 1.0037	- 1.0015	- 1.0000	- 0.9990
15	-1.0288	- 1.0500	- 1.0467	- 1.0435	- 1.0413	- 1.0399	- 1.0389	- 1.0382
14	-1.0448	- 1.0800	- 1.0817	- 1.0808	- 1.0800	- 1.0794	- 1.0791	- 1.0789
13	-1.0597	- 1.1100	- 1.1173	- 1.1192	- 1.1199	- 1.1204	- 1.1208	- 1.1212
12	-1.0736	- 1.1400	- 1.1537	- 1.1587	- 1.1613	- 1.1630	- 1.1643	- 1.1653
11	-1.0864	- 1.1700	- 1.1909	- 1.1995	- 1.2043	- 1.2075	- 1.2098	- 1.2115
10	-1.0982	- 1.2000	- 1.2290	- 1.2419	- 1.2492	- 1.2541	- 1.2576	- 1.2602
9	-1.1089	- 1.2300	- 1.2683	- 1.2860	- 1.2964	- 1.3032	- 1.3081	- 1.3118

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
8	-1.1184	- 1.2600	- 1.3088	- 1.3323	- 1.3461	- 1.3554	- 1.3620	- 1.3670
7	-1.1269	- 1.2900	- 1.3508	- 1.3810	- 1.3991	- 1.4112	- 1.4199	- 1.4265
6	-1.1342	- 1.3200	- 1.3946	- 1.4329	- 1.4561	- 1.4717	- 1.4829	- 1.4914
5	-1.1405	- 1.3500	- 1.4407	- 1.4887	- 1.5181	- 1.5381	- 1.5525	- 1.5635
4	-1.1456	- 1.3800	- 1.4897	- 1.5497	- 1.5871	- 1.6127	- 1.6313	- 1.6454
3	-1.1496	- 1.4100	- 1.5427	- 1.6181	- 1.6661	- 1.6993	- 1.7235	- 1.7420
2	-1.1524	- 1.4400	- 1.6016	- 1.6982	- 1.7612	- 1.8053	- 1.8379	- 1.8630
1	-1.1541	- 1.4700	- 1.6714	- 1.8008	- 1.8888	- 1.9520	- 1.9994	- 2.0362

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 E178 Standard Practice for Dealing with Outlying Observations

END OF ITEM C-110

TECHNICAL SPECIFICATIONS

ITEM C-106: MAINTENANCE AND PROTECTION OF TRAFFIC

DESCRIPTION

106-1.1 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 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 (fueling) and positioning of Lighted Runway Closure Markers.

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.

Removal of temporary or interim runway and taxiway markings to the satisfaction of the Engineer and Owner.

MATERIALS

106-2.1 AIRPORT LOW PROFILE BARRICADES. Barricades used for the temporary closures of runways, taxiways or aprons shall be low profile aviation barricades.

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.

106-2.2 TYPE III LIGHTED BARRICADES. Where 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.

106-2.3 TEMPORARY RUNWAY CLOSURE MARKERS.

106-2.3-1.1 L-893, Raised-Lighted “X” Runway Closure Markers. The contractor shall supply two sets (four each – total) of raised lighted temporary runway closure markers. The Contractor shall operate and maintain these "X"s for the entire duration of the Contract. The “X”s shall conform to the requirements of AC 150/5345-55A and be certified under AC 150/5345-53C. The ideal placement location is over the runway designation numeral or, if required by construction activity, within 250’ of the runway end.

106-2.3-1.2 Laydown (Unlighted) “X” Runway Closure Markers. Unlit runway closure markers laid on the ground are required for this project. 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 25 of AC 150/5340-1K, and shall be constructed of an easily removable material such as plywood, plastic, 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. The Airport will provide laydown runway closure markers at the Contractor’s request.

METHOD OF MEASUREMENT

106-3.1 Payment for maintenance and protection of traffic will be made on a lump sum basis. The lump sum shall include all items required to satisfy this Specification and the requirements of the Plans as they relate to Maintenance & Protection of Traffic.

BASIS OF PAYMENT

106-4.1 The lump sum price bid for maintenance and protection of traffic shall include all equipment, materials and labor necessary to adequately and safely maintain and protect aircraft and vehicular traffic.

In the event the contract completion date is extended, no additional payment will be made for maintenance and protection of traffic.

Progress payments will be made for this item in proportion to the total amount of contract work completed, less any deductions for unsatisfactory maintenance and protection of traffic.

No payment will be made under maintenance and protection of traffic for each calendar day during which there are substantial deficiencies in compliance with the Specification requirements of any subsection of this Item as determined by the Engineer.

The amount of such calendar day non-payment will be determined by dividing the lump sum amount bid for maintenance and protection of traffic by the number of calendar days between the date the Contractor commences work and the date of completion as designated in this proposal, without regard to any extension of contract time.

If the Contractor fails to maintain and protect traffic adequately and safely for a period of 24 hours, the Owner shall correct the adverse conditions by any means it deems appropriate and shall deduct the cost of the corrective work from any monies due the Contractor. The cost of this work shall be in addition to the liquidated damages and non-payment for maintenance and protection of traffic listed above.

However, where major nonconformance with the requirements of this Specification is noted by the Engineer and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Engineer regardless of whether corrections are made by the Owner as stated in the paragraph above.

Payment will be made under:

Item C-106-4.1 - MAINTENANCE AND PROTECTION OF TRAFFIC – per lump sum

END ITEM C-106

ITEM C-107: CONSTRUCTION PROGRESS AERIAL PHOTOS

DESCRIPTION

107-1.1 This item shall consist of providing low oblique aerial photography of the construction site, at altitudes between 1,000 and 5,000 feet Above Ground Level (AGL), to record progress. This item also includes one high resolution perpendicular-view photograph of the entire airport property at completion of the project.

The Contractor shall have suitable photographs taken before, during and after construction of the project. All photography shall be handled by an established commercial photographer who is trained in construction photography. The photographer shall be approved by the Engineer; upon request, the photographer shall provide examples of prior work and/or references, prior to taking the initial photographs.

During construction, photographs shall be taken monthly, with the first set of photographs taken no later than the second week of Contract Time, and the last set of photographs taken after completion of final pavement marking and landscaping (in addition to a set before and after construction). Each set of photographs shall include one photograph with a view from each direction (north, south, east & west). For runway and taxiway projects, in addition there shall be one photograph taken from each end of the runway and/or taxiway encompassing a view of its entire length. The Engineer shall be given the opportunity to designate any alternate views that may be of interest. Aerial photographs shall be taken on a clear and non-hazy day, when the sun is well above the horizon. To the maximum extent practicable, photographs should be taken at the same time of the day through progress of the contracted work. Timing shall be approved by the Engineer.

Digital Images shall be scanned/reproduced to at least 2556 x3300 pixels and calibrated for proper color / brightness / contrast; no manipulation of the image is permitted. The project name, date of photography, image direction and description of view, name of contractor / engineer / owner, plus unique digital file numbers, shall be embedded in the footer of the digital image file in a manner that is 'permanent' and clearly legible when the image file is opened. Color prints shall be made from the digital image files in order to include and display the embedded descriptive information. Do not permit prints to be issued for any other purpose without specific written approval from the ENGINEER.

METHOD OF MEASUREMENT

107-2.1 Payment for the Construction Progress Aerial Photos will be made on a lump sum basis. The lump shall include all items required to satisfy this Specification.

BASIS OF PAYMENT

107-3.1 Payment for this item will be made at the contract lump sum price for providing the aerial photos. Payment will be made under:

Item C-107-3.1 – CONSTRUCTION PROGRESS AERIAL PHOTOS – per lump sum

END OF ITEM C-107

ITEM C-103: PROJECT SURVEY, STAKEOUT, AND RECORD DRAWINGS

DESCRIPTION

100-1.1 Under this item, the Contractor shall do all necessary surveying required to construct all elements of the Project as shown on the Plans and specified in the Proposal and Specifications. This shall include but not be limited to stakeout, layout and elevations for pavements, structures, forms and appurtenances as shown and required, consistent with the current practices and shall be performed by competently qualified personnel acceptable to the Engineer. The stakeout survey shall proceed immediately following the award of the Contract and shall be expeditiously progressed to completion in a manner and at a rate satisfactory to the Engineer. The Contractor shall keep the Engineer fully informed as to the progress of the stakeout survey. All survey work shall be provided under the direction of a licensed land surveyor.

MATERIALS

100-2.1 All instruments, equipment, stakes, and any other material necessary to perform the work satisfactorily shall be provided by the Contractor.

All stakes used shall be of a type approved by the Engineer. It shall always be the Contractor's responsibility to maintain these stakes in their proper location and position.

Record drawing deliverables shall meet the requirements of the Sections 100-4.1 and 100-4.2 as applicable to the project.

CONSTRUCTION DETAILS

100-3.1 The Contractor shall trim trees, brush, and other interfering objects, not consistent with the Plans, from survey lines in advance of all survey work to permit accurate and unimpeded work by his stakeout survey crews and cross-section and topographic survey crews.

The exact position of all work shall be established from control points, baseline transit points or other points of similar nature which are shown on the Plans and/or modified by the Engineer. Any error, apparent discrepancy, or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the Engineer for interpretation.

Permanent survey marker locations shall be established and referenced by the Contractor.

The Contractor shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract. Damaged or destroyed points, benchmarks or stakes, or any reference points made inaccessible by the progress of the construction, shall be replaced or transferred by the Contractor. Any of the above points which may be destroyed or damaged shall be transferred by the Contractor before construction begins. All control points shall be referenced by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the Engineer immediately. All computations necessary to establish the

exact position of the work from control points shall be made and preserved by the Contractor. All computations, survey notes and other records necessary to accomplish the work shall be neatly made. Such computations, survey notes and other records shall be made available to the Engineer upon request and delivered to the Engineer not later than the date of acceptance of the Contract, to become the property of the Owner.

The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor. Any necessary correction to the work shall be made immediately by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.

Prior to the final cross-section and topo survey of the Project by the Contractor, the Contractor shall re-establish centerline or baseline points and stationing as required by the Engineer.

During the progress of the construction work, the Contractor will be required to furnish all of the surveying and stakeout incidental to the proper location by line and grade for each phase of the work. For paving and any other operation requiring extreme accuracy, the Contractor will restake with pins or other acceptable hubs located directly adjacent to the work at a spacing directed by the Engineer.

Any existing stakes, iron pins, survey monuments or other markers defining property lines which may be disturbed during construction shall be properly tied into fixed reference points before construction begins and accurately reset in their proper position upon completion of the work.

The Contractor shall set nails or pins flush with finished grade on the centerline of the runway pavement at each runway threshold. The set points shall be located, elevated and referenced to the project coordinate system. The as-built runway threshold elevation and coordinates shall be given to the Engineer.

Just prior to completion of the Contract, the Contractor shall reestablish if necessary, and retie all control points as permanently as possible, to the satisfaction of the Engineer.

AS-BUILT DRAWINGS

100-4.1. REDLINE DRAWINGS. The Contractor shall be provided one (1) set of full-size construction drawings by the Engineer for the sole purpose of recording as-built conditions. The Contractor shall mark each sheet of the non-reproducible drawings in red pencil and record thereon in a legible manner, (heretofore known as redline drawings) any and all field changes and conditions as they occur. A complete file of approved field sketches, diagrams, and other approved changes/modifications shall be maintained and attached to the redline drawings.

A Redline set of As-Built drawings shall be kept current during the progress of the work. All deviations from the proposed drawings shall be noted. Special attention shall be given to note any shift in the location of underground items (utilities, pipes, etc) to facilitate accurately locating underground items on the final As-Built drawings.

Redline drawings shall be reviewed by the Engineer for accuracy as often as deemed necessary by

the Engineer. Errors or omissions that are identified shall be promptly corrected. The Engineer may withhold the monthly progress payment request until such time as the redline drawings have been updated by the Contractor. At the completion of the work, each sheet of the redline drawings, plus all approved field sketches and diagrams shall be certified by the Contractor as reflecting the as-built conditions of the work. The Contractor shall thereafter submit to the Engineer the original redline drawings, referenced above, for approval prior to release of any retainage and establishing the value of the work.

100-4.2. FINAL AS-BUILT AND ELECTRONIC DRAWINGS. Horizontal datum shall be State Plane Coordinates derived from North American Datum of 1983 (NAD 83). Vertical Datum shall be North American Vertical Datum of 1988 (NAVD 1988). The location and elevation all benchmarks used shall be shown on the As-Built drawings.

The As-Built drawings shall accurately reflect and shall encompass all alterations that occurred during the progress of the work. The term As-Built Condition, referenced in this specification, shall be defined as the result of construction alterations. All proposed lines and proposed features on the design drawings that do not accurately reflect the As-Built condition shall not be shown on the As-Built drawings. Such proposed lines and features shall be erased and redrawn or otherwise modified on the As-Built drawings to accurately reflect the As-Built Condition. All proposed notes on the design drawings that do not reflect the As-Built Condition shall not be shown on the As-Built drawings. Such notes shall be erased and replaced, struck-through and corrected, or otherwise modified to accurately reflect the As-Built Condition. Design elevations that deviate from As-Built elevations shall be struck-through, and the As-Built elevation shall be noted adjacent to the struck-through design elevation.

The Contractor shall provide original and finished grade, As-Built topographic survey of all areas altered during construction. Unless otherwise noted, As-Built elevations shall be measured at 50 feet intervals (50 feet grid), at changes in surface slope, and at limits of construction alteration (grading, clearing or otherwise). This spacing requirement applies to paved and unpaved surfaces that do not have specific topographic measurement spacing requirements defined elsewhere. A topographic digital terrain model (DTM) that can be utilized in .dwg, CAD format, version 2004 or later shall be provided for all areas altered during construction. DTM shall mean the AutoCAD surface generated from surface data points (location and elevation) connected by TIN (triangulated irregular network) lines.

Ditches: As-Built elevations shall be measured along the centerline, at toes of slopes, and at tops of bank. These measurements shall be taken at 50 feet intervals and at the beginning and end points of the ditch alteration.

Storm Drains, Structures, and Retention/Detention Ponds: All piping, wyes, tees, manholes, inlets, cleanouts and points of connection to the existing system shall be located and shown on the As-Built Drawings. Runs of storm sewers shall be identified (i.e. 300' of 15" RCP at S=.004). Elevations shall be given for top of rim/grate of all manhole covers and inlets. Elevations shall be given for all manhole, inlet, and catch basin inverts. Elevations shall be given for underdrain inverts at the location of cleanouts. Elevations shall be given for control structure weirs, orifices, and outfall elevations. Elevations shall be given for inverts of all outfall pipes. Elevations shall be given for the bottom of

pond and top of bank for Retention/Detention ponds. Elevations may be required for any other pertinent design data not listed here.

A review-set of Final As-Built drawings shall be submitted to the Engineer (electronic PDF or CAD files is acceptable) and if requested modifications shall be made. When modifications are required, the Contractor shall make the requested modifications and submit a revised review-set. Written approval from the Engineer shall be given prior to submitting the Final As-Built drawings described in the below paragraph.

The Final As-Built drawings shall be prepared, signed, and sealed by a licensed Professional Surveyor. These drawings shall describe all alterations that occurred during the construction project. The Contractor shall provide one (1) set of Redline As-Built drawings, five (5) sets of signed and sealed Final As-Built drawings, and one (1) electronic copy of the As-Built drawings in CAD (version 20018 or later) including a DTM of all topographic information. Final payment for this project will not be made until the As-Built drawings have been reviewed and accepted by the engineer. Cost of producing the As-built drawings shall be considered incidental to the contract unless a specific pay item is provided.

METHOD OF MEASUREMENT

100-7.1 This is a Lump Sum Item and thus there is no measurement for payment. The Item shall be completed per the requirements of this specification.

BASIS OF PAYMENT

100-8.1 The lump sum price bid shall include the cost of furnishing all labor, equipment, instruments, and all other material necessary to satisfactorily complete all requirements of this specification. Partial payments may be made at the discretion of the Engineer as the work progresses.

Payment will be made under:

Item C-103 - PROJECT SURVEY, STAKEOUT, AND RECORD DRAWINGS – per lump sum

END ITEM C-103

ITEM P-101: PREPARATION AND REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. All remaining materials after pavement removal shall be disposed of off-site. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. All waste material, other than as shown/noted in the contract drawings, shall be disposed of off airport property.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on

the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed 1/4 inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

101-3.3 Removal of Foreign Substances/contaminates prior to overlay and remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

High-pressure water, cold milling, and sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off Airport property. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and - 1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of off the airport property.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be

properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95% of ASTM.

b. Removal of Inlets/Manholes. Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to 95% of ASTM D1557, when outside of paved areas must be compacted to 95% of ASTM D698.

METHOD OF MEASUREMENT

101-4.1 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Dowel bar installation shall be incidental to pavement removal.

101-4.2 Cold milling. The unit of measure for cold milling shall be three inches or less of milling per square yard. The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.

101-4.3 Removal of Pipe and other Buried Structures. The unit of measurement for removal of pipe and other buried structures will be made at the contract unit price for each completed and accepted item. This price shall be full compensation for all labor, equipment, tools, and incidentals necessary to complete this item in accordance with paragraph 101-3.9.4.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-101-5.1 - BITUMINOUS PAVEMENT REMOVAL, FULL DEPTH – per square yard

Item P-101-5.2 - BITUMINOUS PAVEMENT REMOVAL, VARIABLE DEPTH (3-INCH OR LESS) – per square yard

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.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.
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ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
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END OF ITEM P-101

ITEM P-152: EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

Borrow excavation. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas designated by the Resident Project Representative (RPR) within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot (30 mm) of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from (offsite) borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. There are no borrow sources within the boundaries of the airport property. The Contractor shall locate and obtain borrow sources, subject to the approval of the RPR. The Contractor shall notify the RPR at least 15 days prior to beginning the excavation so necessary measurements and tests can be made by the RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor

shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 2 inches of subgrade shall be compacted to not less than 100 % of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the contractor for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils. On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM D1556. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement,

asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and After compaction is completed, the subgrade area shall be proof rolled with a 20 ton Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80/100/150 psi in the presence of the RPR. Apply a coverage as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the $\frac{3}{4}$ inch (19.0 mm) sieve, follow the methods in ASTM D698

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

- a. Smoothness.** The finished surface shall not vary more than $\pm 1/2$ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.
- b. Grade.** The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within ± 0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to be placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved

locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard shall be computed by contractor and field verified by the RPR. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

152-3.1 The quantity of unclassified excavation to be paid for shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.2 The quantity of embankment in place shall be the number of cubic yards measured in its final position.

152-3.3 Stockpiled material shall be paid for on the basis of the number of cubic yards measured in the stockpiled position.

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 For embankment in place, payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1 – UNCLASSIFIED EXCAVATION – per cubic yard

Item P-152-4.2 – EMBANKMENT IN PLACE – per cubic yard

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.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180 Standard Method of Test for Moisture-Density Relations of Soils
Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics
of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place
by the Sand-Cone Method

ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics
of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2700 kN-m/m³))

ASTM D6938 Standard Test Methods for In-Place Density and Water Content of
Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2 Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66 Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

ITEM P-160: SUBGRADE STABILIZATION

DESCRIPTION

160-1.1 The work specified in this section consists of the stabilizing of designated portions of the pavement subgrade to provide a firm and unyielding subgrade having the required bearing value specified in the. The work shall be constructed in accordance with these specifications, FDOT Specification Sections 160 and 914, according to an approved Quality Control Plan meeting the requirements of GP 100, and the lines, grades, thicknesses and notes shown in the plans.

160-2.1 STABILIZED SUBGRADE. For stabilized subgrade, the type of materials, commercial or local, is at the Contractor's option and no separate payment for stabilizing materials will be made. Compliance with the bearing value requirements will be determined by the Limerock Bearing Ratio Method.

It is the Contractor's responsibility that the finished pavement subgrade section meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, full payment will be made for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing value materials from other sources, within the limits of the stabilizing.

After the grading operations have been substantially completed, the Contractor shall make his own determination as to the quantity (if any) of stabilizing material necessary for compliance with the bearing value requirements. If the Contractor determines that stabilizing material is necessary for compliance, then he shall submit material data and testing documentation and certification that the material meets all Contract requirements. Written approval from the Engineer is required prior to incorporating the material into the work. The Contractor shall notify the Engineer of the approximate quantity to be added. The spreading and mixing in of such quantity of materials shall meet the approval of the Engineer as to uniformity and effectiveness.

MATERIALS

160-3.1 COMMERCIAL AND LOCAL MATERIALS. The particular type of stabilizing material to be used shall meet the requirements of Item P-211, FDOT Section 914, or an approved equal.

160-3.2 USE OF MATERIALS FROM EXISTING BASE. When the utilization of materials from an existing base is called for (as all or a portion of the stabilizing additives), the Engineer will approve the locations, placing and distribution of such materials and this work shall be done prior to the spreading of any additional commercial or local materials. No materials from an existing base will be eligible for payment as Commercial Materials.

CONSTRUCTION METHODS

160-4.1 GENERAL. Prior to the beginning of stabilizing operations, the area to be stabilized shall have been constructed to an elevation such that upon completion of stabilizing operations the completed stabilized subgrade will conform to the lines, grades and cross-section shown in the plans. Prior to the spreading of any additive stabilizing material, the surface of the pavement subgrade shall be brought to a plane approximately parallel to the plane of the proposed finished surface.

The subgrade to be stabilized may be processed in one course unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction and other desired results, in which case, the processing be done in more than one course.

160-4.2 APPLICATION OF STABILIZING MATERIAL. When additive stabilizing materials are required, the designated quantity shall be spread uniformly over the area to be stabilized.

When materials from an existing base are to be utilized in the stabilizing at a particular location, all of such materials shall be placed and spread prior to the addition of other stabilizing additives.

Commercial stabilizing material shall be spread by the use of mechanical material spreaders except that where use of such equipment is not practicable. Other means of spreading may be used, but only upon written approval of the proposed alternate method.

a. Sampling and Testing of Local Materials: When local materials are being utilized as stabilizing material, the material shall be sampled once for every two LOTs and tested for liquid limit, plastic index and organic content.

160-4.3 MIXING. The mixing shall be done with rotary tillers or other equipment meeting the approval of the Engineer. At the Contractor's election, the mixing of the materials may be accomplished in a plant of an approved type suitable for this work. The area to be stabilized shall be thoroughly mixed throughout the entire depth and width of the stabilizing limits.

The mixing operations, as specified, (either in place or in a plant) will be required regardless of whether the existing soil, or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.

As an exception to the above mixing requirements, where the subgrade is of rock, the Engineer may direct that the mixing operations (and the work of stabilizing) be waived and no payment for stabilization will be made for such sections of the area to be paved.

160-4.4 MAXIMUM PARTICLE SIZE OF MIXED MATERIALS. At the completion of mixing, all particles of material within the limits of the area to be stabilized shall pass a 3-1/2 inch ring. Any particles not meeting this requirement shall be removed from the stabilized area or shall be broken down so as to meet this requirement.

160-4.5 COMPACTION. After the mixing operations have been completed and requirements

for bearing value, uniformity and particle size have been satisfied, the stabilized area shall be compacted in accordance with 160-6.1. The materials shall be compacted at a moisture content permitting the specified compaction. If the moisture content of the material is improper for attaining the specified density, either water shall be added or the material shall be permitted to dry until the proper moisture content for the specified compaction is reached.

160-4.6 FINISH GRADING. The completed stabilized subgrade shall be shaped to conform with the finished lines, grades and cross-section indicated in the plans. The subgrade shall be checked by the use of elevation stakes or other means approved by the Engineer.

160-4.7 REQUIREMENTS FOR CONDITION OF COMPLETED SUBGRADE. After the stabilizing and compacting operations have been completed, the subgrade shall be firm and substantially unyielding to the extent that it will support construction equipment and will have the bearing value required by the plans.

All soft and yielding material and any other portions of the subgrade which will not compact readily shall be removed and replaced with suitable material and the whole subgrade brought to line and grade with proper allowance for subsequent compaction.

160-4.8 MAINTENANCE OF COMPLETED SUBGRADE. After the subgrade has been completed as specified above, the Contractor shall maintain it free from ruts, depressions and any damage resulting from the hauling or handling of materials, equipment, tools, etc. It shall be the Contractor's responsibility to maintain the required density until the subsequent base or pavement is in place. Such responsibility shall include any repairs, replacement, etc., of curb and gutter, sidewalk, etc. which might become necessary in order to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade.

Any such work required for recompaction shall be at the Contractor's expense. Ditches and drains shall be constructed and maintained along the completed subgrade section.

160-5.1 BEARING VALUE REQUIREMENTS. The minimum limerock bearing value shall be 40, unless otherwise required by the Contract. Bearing value samples will be obtained and tested by the Engineer at completion of satisfactory mixing of the stabilized area. For any area where the bearing value obtained is deficient from the value indicated in the plans in excess of the tolerances established herein, additional stabilizing material shall be spread and mixed in accordance with 160-4.3. This reprocessing shall be done for the full width of the pavement area being stabilized and longitudinally for a distance of fifty feet (50') beyond the limits of the area in which the bearing value is deficient.

The Contractor shall make his own determination of the quantity of additional stabilizing material to be used in reprocessing.

160-5.2 TOLERANCES IN BEARING VALUE REQUIREMENTS. The following under tolerances from the specified bearing value will be allowed on individual tests performed on samples obtained after mixing operations have been completed:

Specified Bearing Value	Undertolerance
LBR 40	3.0
LBR 35	2.5
LBR 30 (and under)	2.0

160-6.1 DENSITY REQUIREMENTS. Within the entire limits of the width and depth of the areas to be stabilized (other than as provided in 160-6.2) the minimum density acceptable at any location will be 100 percent of the Modified Proctor maximum density as determined by FM 1-T 180. For maximum laboratory density, Test Method D of ASTM D698 will be used.

160-6.2 EXCEPTION TO DENSITY REQUIREMENTS. Attainment of the minimum density specified in 160-6.1 is not required under this section when the surface of the area is to be grassed under the same contract.

This area shall be compacted to a reasonably firm condition and approved by the Engineer.

160-6.3 FREQUENCY OF QUALITY CONTROL TESTING. A LOT is defined as a single lift of finished subgrade not to exceed 1500 square yards. Isolated mixing and compaction operations will be considered as separate LOTS. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

Conduct Quality Control sampling and testing at a minimum frequency listed in the table below. The Engineer may determine alternate LOT sizes and testing frequencies as deemed appropriate.

Test Name	Frequency
Modified Proctor Maximum Density	One per two consecutive LOTS
Field Density	One per LOT
Stabilizing Mixing Depth	Three per 1500 square yards
LBR	One per two consecutive LOTS

METHOD OF MEASUREMENT

160-7.1 MEASUREMENT. For all work of Subgrade Stabilization specified herein, the areas to be paid for shall be plan quantity within limerock base course neat lines.

BASIS OF PAYMENT

160-8.1 QUANTITY. The quantity of Subgrade Stabilization, determined as provided in 160-7.1, shall be paid for at the contract price per square yard of Subgrade Stabilization. Such price and payment shall constitute full compensation for all work specified in this section applicable to these types of stabilization, including furnishing and spreading of all stabilizing material required and any reprocessing of stabilization areas necessary to attain the specified bearing value.

160-8.2 COMMERCIAL STABILIZING MATERIAL. No separate payment shall be made for any commercial stabilizing material which the Contractor may elect to utilize in Subgrade Stabilization.

No separate payment will be made for the work of utilizing of materials from an existing base in the stabilizing section.

160-8.3 GENERAL. The above prices and payments shall constitute full compensation for all work and materials specified in this section and shall specifically include all costs of the processing and incorporation of existing base materials into the proposed stabilization area when such work is required by the plans.

Payment shall be made under:

Item P-160-8.1 – 12-INCH SUBGRADE STABILIZATION – per square yard

TESTING REQUIREMENTS

ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregate
FM 5-515	Limerock Bearing Ratio
ASTM D 698	Moisture-Density Relations of Soils and Aggregate Mixtures Using 5.5 lb (2.49 Kg) Rammer and 12 in. (305 mm) Drop.
ASTM D 1556	Density of Soil in Place by the Sand-Cone Method
ASTM D 2167	Density of Soil in Place by the Rubber-Balloon Method
ASTM D 4318	Liquid limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 2922	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods
ASTM D 3017	Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

END OF ITEM P-160

ITEM P-211: LIME ROCK BASE COURSE

DESCRIPTION

211-1.1 This item shall consist of a base course composed of lime rock constructed on the prepared underlying course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

MATERIALS

211-2.1 Materials. The lime rock base course material shall consist of fossiliferous limestone of uniform quality. The material shall not contain hard or flinty pieces that will cause a rough surface containing pits and pockets. The rock shall show no tendency to “air slake” or undergo chemical change when exposed to the weather. The material when watered and rolled shall be capable of compacting to a dense and well-bonded base.

Lime Rock Base Course Material Properties²

	Lime Rock	Oolitic	Non-Oolitic
Carbonates of calcium and magnesium ¹	95% minimum	70% minimum	75% minimum
Oxides of iron and aluminum ¹	Less than or equal to 2%	Less than or equal to 2%	Less than or equal to 2%
Liquid limit	Not greater than 35	NA	Not greater than 35
Plasticity Index	Not greater than 6	NA	Not greater than 6
Organic or foreign matter	Not more than 0.5%	Not more than 0.5%	Not more than 0.5%
Lime Bearing Ratio (LBR) ³ at 0 to +1.5% optimum	125	125	125

¹ The combined amount of carbonates, oxides, and silica shall be at least 97%. The material shall be non-plastic.

² The chemical analysis of lime rock shall consist of determining the insoluble silica, iron oxide, and alumina by solution of the sample in hydrochloric (HCl) acid, evaporating, dehydrating, re-dissolving the residue, and neutralizing with ammonium hydroxide, filtering, washing, and igniting the residue lime rock. The difference between the percentage of insoluble matter and 100% is reported as carbonates of calcium and magnesium.

³ FM 5-515, Florida Method of Test for Lime Rock Bearing Ratio

Lime Rock Base Course Gradation

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3-1/2 inch (87.5 mm)	100
3/4 inch (19.0 mm)	50-100

All fine material shall consist entirely of dust of fracture (fine portion passing the No. 10 sieve).

211-2.2 Sampling and Testing.

a. Aggregate base materials. The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraph 211-2.1. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

b. Gradation requirements. The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 209-2.1. The lot will be consistent with the lot size used for density. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

211-2.3 Separation Geotextile. Not used.

CONSTRUCTION METHODS

211-3.1 Control strip. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. Control strips that do not meet specification requirements shall be removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. Upon acceptance of the control strip by the RPR, the Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

211-3.2 Preparing underlying course. The RPR shall check and accept the underlying course before placing and spreading operations are started. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be corrected at the Contractor's expense before the base course is placed. Material shall not be placed on frozen subgrade.

211-3.3 Placement. The material shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The material shall meet gradation and moisture requirements prior to compaction. The layer shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

211-3.4 Compaction. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade. The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the subbase material delivered to the jobsite. The moisture content of the material during placing operations shall be within ± 2 percentage points of the optimum moisture content as determined by ASTM D698. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

211-3.5 Finishing. After the watering and rolling of the base course, the entire surface shall be scarified to a depth of at least 3 inches and shaped to the exact crown and cross-section with a blade grader. The scarified material shall be rewetted and thoroughly rolled. Rolling shall continue until the base is bonded and compacted to a dense, unyielding mass, true to grade and cross-section. Scarifying and rolling of the surface of the base shall follow the initial rolling of the lime rock by not more than four (4) days. When the lime rock base is constructed in two layers, the scarifying of the surface shall be to a depth of 2 inches.

If cracks or checks appear in the base before the surface course is laid, the Contractor shall rescarifying, reshaping, watering, add lime rock where necessary, and recompact. If the underlying material becomes mixed with the base course material, the Contractor shall, without additional compensation, remove, reshape, and recompact the mixture.

211-3.6 Weather limitations. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

211-3.7 Maintenance. The base course shall be maintained in a condition that will meet all specification requirements until the work is accepted by the RPR. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at the Contractor's expense.

211-3.8 Surface tolerance. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and recompact to grade. until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the

Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

b. Grade. The grade and crown shall be measured on a 50-foot grid and shall be within +0 and -1/2 inch of the specified grade.

211-3.9 Acceptance sampling and testing. Lime rock base course shall be accepted for density on an area basis. Two tests shall be made for density and thickness for each 1000 square yds. Sampling locations will be determined on a random basis per ASTM D3665.

a. Density. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the entire area shall be reworked and/or recompact and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes or cores at least 3 inches in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch, the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches, adding new material of proper gradation, and the material shall be blended and recompact to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

211-4.1 The quantity of lime rock base course shall be the number of cubic yards of base material placed, bonded, and accepted in the completed base course. The quantity of base course material shall be measured in final position based upon depth tests taken as directed by the RPR by means of average end areas on the complete work computed from elevations to the nearest 0.01 foot. On individual depth measurements, thicknesses more than 1/2 inch in excess of that shown on the plans shall be considered as the specified thickness plus 1/2 inch in computing the yardage for payment.

BASIS OF PAYMENT

211-5.1 Payment shall be made at the contract unit price per cubic yard for lime rock base course. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

The cost of removing cracks and checks including the labor, and the additional lime rock necessary for crack elimination, will not be paid for separately but shall be included in the contract price per cubic yard for lime rock base course.

211-5.2 Payment shall be made at the contract unit price per cubic yard for lime rock base course. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

The cost of removing cracks and checks including the labor, and the additional lime rock necessary for crack elimination, will not be paid for separately but shall be included in the contract price per cubic yard for lime rock base course.

Payment will be made under:

Item P-211-5.1 – LIME ROCK BASE COURSE, 4-INCH – per square yard

Item P-211-5.2 – LIME ROCK BASE COURSE, 10-INCH – per square yard

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 C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2700 kN-m/m ³))
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity

ASTM D4751 Standard Test Methods for Determining Apparent Opening Size of
a Geotextile

American Association of State Highway and Transportation Officials (AASHTO)

M288 Standard Specification for Geosynthetic Specification for Highway
Applications

END OF ITEM P-211

ITEM P-401: ASPHALT MIX PAVEMENT

DESCRIPTION

401-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

This specification shall address surface and leveling courses. At the Contractor's discretion, **the proposed surface course JMF may be used for leveling course.**

MATERIALS

401-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more: Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face ¹	ASTM D5821
	For pavements designed for aircraft gross weights less than 60,000 pounds (27200 kg): Minimum 50% by weight of particles with at least two fractured faces and 65% with at least one fractured face ¹	
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 ²	ASTM D4791
Bulk density of slag ³	Weigh not less than 70 pounds per cubic foot (1.12 Mg/cubic meter)	ASTM C29.

¹ The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

² A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

³ Only required if slag is specified.

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate.

401-2.2 Mineral filler. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral Filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

401-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 76-22.

401-2.4 Anti-stripping agent. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

COMPOSITION

401-3.1 Composition of mixture(s). The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 Job mix formula (JMF) laboratory. The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.

401-3.3 Job mix formula (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review

shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.

- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.
- Percentage and properties (asphalt content, asphalt binder properties, and aggregate properties) of reclaimed asphalt mix pavement (RAP) in accordance with paragraph 401-3.4.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of gyrations	75	ASTM D6925
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
Tensile Strength Ratio (TSR) ¹	not less than 80 at a saturation of 70-80%	ASTM D4867
Asphalt Pavement Analyzer (APA) ²	Less than 10 mm @ 4000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

¹ Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

² AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieves		
		Gradation 2	Gradation 3 ¹
1 inch (25.0 mm)		--	--
3/4 inch (19.0 mm)		100	--
1/2 inch (12.5 mm)		90-100	100
3/8 inch (9.5 mm)		72-88	90-100
No. 4 (4.75 mm)		53-73	58-78
No. 8 (2.36 mm)		38-60	40-60
No. 16 (1.18 mm)		26-48	28-48
No. 30 (600 µm)		18-38	18-38
No. 50 (300 µm)		11-27	11-27
No. 100 (150 µm)		6-18	6-18
No. 200 (75 µm)		3-6	3-6
Minimum Voids in Mineral Aggregate (VMA)		15.0	16.0
Asphalt percent by total weight of mixture:			
Stone or gravel		5.0-7.5	5.5-8.0
Slag		6.5-9.5	7.0-10.5
Recommended Minimum Construction Lift Thickness		2 inch	1 1/2 inch

¹ Gradation 3 is intended for leveling courses. FAA approval is required for use in other locations.

401-3.4 Reclaimed asphalt pavement (RAP). RAP shall not be used.

401-3.5 Control Strip. Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the RPR. The Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

The Contractor will not be allowed to place the control strip until the Contractor quality control program (CQCP), showing conformance with the requirements of paragraph 401-5.1, has been accepted, in writing, by the RPR.

The control strip will consist of at least 250 tons (227 metric tons) or 1/2 subplot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with paragraph 401-4.14 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F (71°C). The equipment used in construction of the control strip shall be the same type, configuration and weight to be used on the project.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in paragraph 401-5.5a; and Mat density greater than or equal to 94.5%, air voids 3.5% +/- 1%, and joint density greater than or equal to 92.5%.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at the Contractor's expense.

The control strip will be considered one lot for payment based upon the average of a minimum of 3 samples (no sublots required for control strip). Payment will only be made for an acceptable control strip in accordance with paragraph 401-8.1 using a lot pay factor equal to 100.

CONSTRUCTION METHODS

401-4.1 Weather limitations. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	°F	°C
3 inches (7.5 cm) or greater	40 ¹	4
Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm)	45	7

401-4.2 Asphalt plant. Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

a. Inspection of plant. The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

401-4.3 Aggregate stockpile management. Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

401-4.4 Hauling equipment. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

401-4.4.1 Material transfer vehicle (MTV). A material transfer vehicle is not required but encouraged to be used. If used, the MTV shall be a self-propelled, vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

401-4.5 Asphalt pavers. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

401-4.6 Rollers. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

401-4.7 Density device. The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

401-4.8 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

401-4.9 Preparation of mineral aggregate. The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F (175°C) when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.10 Preparation of Asphalt mixture. The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

401-4.11 Application of Prime and Tack Coat. Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A prime coat in accordance with Item P-602 shall be applied to aggregate base prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

401-4.12 Laydown plan, transporting, placing, and finishing. Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 12 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m). On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

401-4.13 Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in

compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.14 Joints. The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches (75 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

401-4.15 Saw-cut grooving. Saw-cut grooves shall be provided as specified in Item P-621.

401-4.16 Diamond grinding. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall

be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

401-4.17 Nighttime paving requirements. The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

401-5.1 General. The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.

401-5.2 Contractor quality control (QC) facilities. The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

401-5.3 Contractor QC testing. The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

a. Asphalt content. A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

d. Moisture content of asphalt. The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

e. Temperatures. Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

f. In-place density monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot (3.7 m) “straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot (3.7m) straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day’s production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day’s production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day’s placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor’s machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day’s production, production shall be stopped until corrective measures are implemented by the Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR within 24 hours.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus 1/2 inch and replacing with new material. Skin patching is not allowed.

401-5.4 Sampling. When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-5.5 Control charts. The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits for Individual Measurements

Sieve	Action Limit	Suspension Limit
3/4 inch (19.0 mm)	±6%	±9%
1/2 inch (12.5 mm)	±6%	±9%
3/8 inch (9.5 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (300 µm)	±3%	±4.5%
No. 200 (75 µm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

b. Range. Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of $n = 2$. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for $n = 3$ and by 1.27 for $n = 4$.

Control Chart Limits Based on Range

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 µm)	6%
No. 200 (75 µm)	3.5%
Asphalt Content	0.8%

c. Corrective Action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

- (1) One point falls outside the Suspension Limit line for individual measurements or range; or
- (2) Two points in a row fall outside the Action Limit line for individual measurements.

401-5.6 QC reports. The Contractor shall maintain records and shall submit reports of QC activities daily in accordance with Item C-100

MATERIAL ACCEPTANCE

401-6.1 Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

a. Quality assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

b. Lot size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a subplot basis.

(1) Sampling. Material from each subplot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

(2) Testing. Air voids will be determined for each subplot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6926.

d. In-place asphalt mat and joint density. Each subplot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. The Contractor will cut minimum 5 inch (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each subplot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or subplot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each subplot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the TMD for that subplot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each subplot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

401-6.2 Acceptance criteria.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade.

b. Air Voids and Mat density. Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.

c. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

d. Grade. The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch (12 mm) vertically or 0.1 feet (30 mm) laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot (15-m) longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade at centerline, and edge of runway pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the subplot shall not be more than 95%.

e. Profilograph roughness for QA Acceptance. Not used.

401-6.3 Percentage of material within specification limits (PWL). The PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

Table 5. Acceptance Limits for Air Voids and Density

Test Property	Pavements Specification Tolerance Limits	
	L	U
Air Voids Total Mix (%)	2.0	5.0
Surface Course Mat Density (%)	92.8	-
Base Course Mat Density (%)	92.0	-
Joint density (%)	90.5	--

a. Outliers. All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and the PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Base Course Mat Density (%), 1.55; Joint Density (%), 1.55.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94.5% with 1.30% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 94.0% with 1.55% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 92.5% with 1.55% or less variability.

401-6.4 Resampling pavement for mat density.

a. General. Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

(1) A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for resampled lots. The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%.

401-6.5 Leveling course. The leveling course is the first variable thickness lift placed to correct surface irregularities prior to placement of subsequent courses. The leveling course shall meet the aggregate gradation in Table 2, paragraph 401-3.3. The leveling course shall meet the requirements of paragraph 401-3.3, 401-6.2b for air voids, **but shall not be subject to the density requirements of paragraph 401-6.2b for mat density and 401-6.2c for joint density.** The leveling course shall be compacted with the same effort used to achieve density of the

control strip. The leveling course shall not exceed the lift thickness associated with each gradation in Table 2, paragraph 401-3.3.

METHOD OF MEASUREMENT

401-7.1 Measurement. Asphalt shall be measured by the number of tons of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 Payment. Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:

a. The total project payment for plant mix asphalt pavement **shall not exceed 100 percent** of the product of the contract unit price and the total number of tons of asphalt used in the accepted work.

b. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

c. Basis of adjusted payment. The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the subplot shall be reduced by 5%.

Table 6. Price adjustment schedule¹

Percentage of material within specification limits (PWL)	Lot pay factor (percent of contract unit price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4 PWL – 12
Below 55	Reject ²

¹ Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

² The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

d. Profilograph Roughness. Not used.

401-8.1 Payment.

Payment will be made under:

Item P-401-8.1 – BITUMINOUS SURFACE COURSE, 2-INCH – per ton

Item P-401-8.2 – BITUMINOUS LEVELING COURSE – per ton

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 C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate

ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Asphalt Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Asphalt Paving Mixtures
ASTM D1188	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials

ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5361	Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6084	Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer
ASTM D6307	Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor.
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph

ASTM E950	Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface
American Association of State Highway and Transportation Officials (AASHTO)	
AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
AASHTO T324	Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)
Asphalt Institute (AI)	
Asphalt Institute Handbook MS-26, Asphalt Binder	
Asphalt Institute MS-2	Mix Design Manual, 7th Edition
AI State Binder Specification Database	
Federal Highway Administration (FHWA)	
Long Term Pavement Performance Binder Program	
Advisory Circulars (AC)	
AC 150/5320-6	Airport Pavement Design and Evaluation
FAA Orders	
5300.1	Modifications to Agency Airport Design, Construction, and Equipment Standards
Software	
FAARFIELD	

END OF ITEM P-401

ITEM P-602: BITUMINOUS PRIME COAT

DESCRIPTION

602-1.1 This item shall consist of an application of bituminous material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

602-2.1 BITUMINOUS MATERIAL. The types, grades, controlling specifications, and application temperatures for the bituminous materials are given in Table 1. The Contractor shall select the specific material to be used and shall submit material data documentation and certification that the material meets the specified requirements of Table 1. Bituminous prime coat materials meeting the requirements of the FDOT Specification Sections 300 and 916 are also acceptable. This submittal shall be made to the Engineer and approved in writing prior to incorporating the material into the work.

TABLE 1. BITUMINOUS MATERIAL

Type and Grade	Specification	Application Temperatures \1\	
		Deg. F	Deg. C
Emulsified Asphalt			
SS-1, SS-1h	ASTM D 977	70-160	20-70
MS-2, HFMS-1	ASTM D 977	70-160	20-70
CSS-1, CSS-1h	ASTM D 2397	70-160	20-70
CMS-2	ASTM D 2397	70-160	20-70
Cutback Asphalt			
RC-30	ASTM D 2028	80+	30+
RC-70	ASTM D 2028	120+	50+
RC-250	ASTM D 2028	165+	75+

\1\ The maximum temperature for cutback asphalt shall be that at which fogging occurs.

CONSTRUCTION METHODS

602-3.1 WEATHER LIMITATIONS. The prime coat shall be applied only when the existing surface is dry or contains sufficient moisture to get uniform distribution of the bituminous material, when the atmospheric temperature is above 60°F (15°C), and when the weather is not foggy or rainy. The temperature requirements may be waived, but only when so directed by the Engineer.

602-3.2 EQUIPMENT. The equipment used by the Contractor shall include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

If the distributor is not equipped with an operable quick shut off valve, the prime operations shall be started and stopped on building power. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the owner.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

602-3.3 APPLICATION OF BITUMINOUS MATERIAL. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The bituminous material including solvent shall be uniformly applied with a bituminous distributor at the rate of 0.25 to 0.50 gallons per square yard (1.20 to 2.40 liters per square meter) depending on the base course surface texture. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the primed surface shall be allowed to dry not less than 48 hours without being disturbed or for such additional time as may be necessary to permit the drying out of the prime coat until it will not be picked up by traffic or equipment. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the surfacing has been placed. Suitable precautions shall be taken by the Contractor to protect the primed surface against damage during this interval, including supplying and spreading any sand necessary to blot up excess bituminous material.

602-3.4 BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY. Samples of the bituminous materials that the Contractor proposes to use, together with a statement as to their source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous materials to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials, so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The test reports shall contain all the data required by the applicable specification. If the Contractor applies the prime material prior to receipt of the tests reports, payment for the material shall be withheld until they are received. If the material does not pass the specifications it shall be replaced at the contractor's expense. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as basis for final acceptance. All such test reports shall be subject to verification by testing samples of materials received for use on the project.

602-3.5 FREIGHT AND WEIGH BILLS. Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer.

Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

602-4.1 The bituminous material for prime coat shall be measured by the gallon . Volume shall be corrected to the volume at 60°F (15°C) in accordance with ASTM D 1250 for cutback asphalt, and Table IV-3 of The Asphalt Institute's Manual MS-6 for emulsified asphalt.

BASIS OF PAYMENT

602-5.1 Payment shall be made at the contract unit price per gallon for bituminous prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-602-5.1 – PRIME COAT – per gallon

MATERIAL REQUIREMENTS

ASTM D 977	Emulsified Asphalt
ASTM D 2028	Cutback Asphalt (Rapid Curing Type)
ASTM D 2397	Cationic Emulsified Asphalt

TESTING REQUIREMENTS

ASTM D 1250
Asphalt Institute

Petroleum Measurement Tables
Asphalt Pocketbook of Useful Information (Temperature-Volume
Corrections Manual MS-6 for Emulsified Asphalts) Table IV-3

END OF ITEM P-602

ITEM P-603: EMULSIFIED ASPHALT TACK COAT

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 Asphalt materials. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F (10°C) or above; the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 Equipment. The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute).

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot (3.7-m) spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion,

and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY (L/square meter)	Emulsion Application Bar Rate, gal/SY (L/square meter)
New asphalt	0.02-0.05 (0.09-0.23)	0.03-0.07 (0.13-0.32)
Existing asphalt	0.04-0.07 (0.18-0.32)	0.06-0.11 (0.27-0.50)
Milled Surface	0.04-0.08 (0.18-0.36)	.06-0.12 (0.27-0.54)
Concrete	0.03-0.05 (0.13-0.23)	0.05-0.08 (0.23-0.36)

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

603-3.4 Freight and waybills The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 The emulsified asphalt material for tack coat shall be measured by the gallon (liter). Volume shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon (liter) of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603-5.1 – TACK COAT – per gallon

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 D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

ITEM P-610: STRUCTURAL PORTLAND CEMENT CONCRETE

DESCRIPTION

610-1.1 This item shall consist of plain and/or reinforced structural Portland cement concrete, prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions shown on the plans.

MATERIALS

610-2.1 GENERAL. The Contractor shall submit cement concrete mixture and materials data documentation and certifications to the Engineer and receive written approval for use prior to implementing any concrete mix design or incorporating the material into the work. The same requirement shall apply for materials other than cement concrete covered under this Item.

Only approved materials, conforming to the requirements of these specifications, shall be used in the work. They may be subjected to inspection and tests at any time during the progress of their preparation or use. The source of supply of each of the materials shall be approved by the Engineer before delivery or use is started. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be scored and handled to insure the 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 therein.

In no case shall the use of pit-run or naturally mixed aggregates be permitted. Naturally mixed aggregate shall be screened and washed, and all fine and coarse aggregates shall be stored separately and kept clean. The mixing of different kinds of aggregates from different sources in one storage pile or alternating batches of different aggregates will not be permitted.

a. Reactivity. Aggregates shall be tested for deleterious reactivity with alkalis in the cement, which may cause excessive expansion of the concrete. Separate tests of coarse and fine aggregate shall be made in accordance with ASTM C 1260. If the expansion of coarse or fine aggregate test specimens, tested in accordance with ASTM C 1260, does not exceed 0.10 % at 28 days (30 days from casting), the coarse or fine aggregates shall be accepted.

If the expansion of any aggregate, coarse or fine, at 28 days is greater than 0.10%, tests of combined materials shall be made in accordance with ASTM C 1567 using the aggregates, cementitious materials, and/or specific reactivity reducing chemicals in the proportions proposed for the mixture design. If the expansion of the proposed combined materials test specimens, tested in accordance with ASTM C 1567, 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 C 33. Crushed stone aggregate shall have a durability factor, as determined by ASTM C 666, 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 one of the gradations shown in Table 1, using ASTM C 136.

610-2.3 FINE AGGREGATE. The fine aggregate for concrete shall meet the requirements of ASTM C 33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of Table 2 when tested in accordance with ASTM C 136:

TABLE 1. GRADATION FOR COARSE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves						
	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No.4
No. 4 to 3/4 in. (4.75-19.0 mm)			100	90-100		20-55	0-10
No. 4 to 1 in. (4.75-25.0 mm)		100	90-100		25-60		0-10
No. 4 to 1-1/2 in. (4.75-38.1 mm)	100	95-100		35-70		10-30	0-5

TABLE 2. GRADATION FOR FINE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3/8 inch (9.5 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, in order 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, provided that such deficiency does not exceed 5% and is remedied by the addition of pozzolanic or cementitious materials other than portland cement, as specified in

610-2.6 on 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 ASTM C 150 Type I or II, unless otherwise specified in the Contract/Plans or requested by the Engineer.

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 permission to use the cement is granted. All such 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 free from sewage, oil, acid, strong alkalies, vegetable matter, and clay and loam. If the water is of questionable quality, it shall be tested in accordance with AASHTO T 26.

610-2.6 ADMIXTURES. The use of any material added to the concrete mix shall be approved by the Engineer. Before approval of any material, the Contractor shall be required to submit the results of complete physical and chemical analyses made by an acceptable testing laboratory. Subsequent tests shall 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.

Pozzolanic admixtures shall be fly ash or raw or calcined natural pozzolons meeting the requirements of ASTM C 618.

Air-entraining admixtures shall meet the requirements of ASTM C 260. Air-entraining admixtures shall be added at the mixer in the amount necessary to produce the specified air content.

Water-reducing, set-controlling admixtures shall meet the requirements of ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding. Water-reducing admixtures shall be added at the mixer separately from air-entraining admixtures in accordance with the manufacturer's printed instructions.

610-2.7 PREMOLDED JOINT MATERIAL. Premolded joint material for expansion joints shall meet the requirements of either ASTM D 1751 or ASTM D 1752 as applicable to Contract requirements, as shown in the Plans, or as requested by the Engineer.

610-2.8 JOINT FILLER. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified in the proposal.

610-2.9 STEEL REINFORCEMENT. Reinforcing shall consist of that which is shown in the Plans or otherwise required by the Contract and conforming to the requirements of the below table.

Welded Steel	ASTM A 185
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Wire Fabric	
Welded Deformed Steel Fabric	ASTM A 497
Bar Mats	ASTM A 184 or A 704

610-2.10 COVER MATERIALS FOR CURING. Curing materials shall conform to one of the following specifications:

Waterproof paper for curing concrete	ASTM C 171
Polyethylene Sheeting for Curing Concrete	ASTM C 171
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C 309, Type 2

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 herein. All machinery and equipment owned or controlled by the Contractor, which he proposes to use on the work, shall be of sufficient size to meet the requirements of the work, and shall be such as to produce satisfactory 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 4000 psi in 28 days as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The concrete shall contain not less than 470 pounds of cement per cubic yard (280 kg per cubic meter). The concrete shall contain 5 percent of entrained air, plus or minus 1 percent, as determined by ASTM C 231 and shall have a slump of not more than 4 inches (10 cm) as determined by ASTM C 143.

610-3.3 ACCEPTANCE SAMPLING AND TESTING. Concrete for each structure will be accepted on the basis of the compressive strength specified in paragraph 3.2. The concrete shall be sampled in accordance with ASTM C 172. Compressive strength specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39.

Concrete cylindrical test specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The Contractor shall cure and store the test specimens under such conditions as directed. The Engineer will make the actual tests on the specimens at no expense to the Contractor.

Frequency of testing shall be agreed upon at least seven days prior to incorporating the concrete into the work. The Contractor shall notify the Engineer of the upcoming work if an acceptance sampling and testing plan is not already in place. Acceptance sampling and testing shall be coordinated with Quality Control sampling and testing.

610-3.3.1 QUALITY CONTROL SAMPLING AND TESTING. The Contractor shall sample and test the concrete in accordance with an approved Quality Control Plan meeting the requirements of General Provision 100. All costs associated with Quality Control sampling and testing shall be borne by the Contractor.

610-3.4 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 that the required and exact weight of aggregates can be readily obtained.

610-3.5 CONSISTENCY. The consistency of the concrete shall be checked by the slump test specified in ASTM C 143.

610-3.6 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 C 94.

610-3.7 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/her expense.

Retempering of concrete by adding water or any other material shall not be permitted.

The delivery of concrete to the job shall be in such a manner that batches of concrete will be deposited at uninterrupted intervals.

610-3.8 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 designed 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 Contractor shall bear responsibility for their adequacy. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes.

The internal ties shall be arranged so that, when the forms are removed, no metal will show in the concrete surface or discolor the surface when exposed to weathering. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied shortly before the concrete is placed. Forms shall be constructed so that they can be removed without injuring the concrete or concrete surface. The forms shall not be removed before the expiration of at least 30 hours from

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 that at least 60% of the design strength of the concrete has developed.

610-3.9 PLACING REINFORCEMENT. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concreting. 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.

610-3.10 EMBEDDED ITEMS. Before placing concrete, any items that are to be embedded shall be firmly and securely fastened in place as indicated. All such items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The embedding of wood shall be avoided. The concrete shall be spaded and consolidated around and against embedded items.

610-3.11 PLACING CONCRETE. All concrete shall be placed during daylight, unless otherwise approved. The concrete shall not be placed until the depth and character of foundation, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved. Concrete shall be placed as soon as practical after mixing and in no case later than 1 hour after water has been added to the mix. The method and manner of placing shall be such to avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. Dropping the concrete a distance of more than 5 feet (1.5 m), or depositing a large quantity at one point, will not be permitted. Concrete shall be placed upon clean, damp surfaces, free from running water, or upon properly consolidated soil.

The concrete shall be compacted with suitable mechanical vibrators operating within the concrete. When necessary, vibrating shall be supplemented by hand spading with suitable tools to assure proper and adequate compaction. Vibrators shall be manipulated so as to work the concrete thoroughly around the reinforcement and embedded fixtures and into corners and angles of the forms. The vibration at any joint shall be of sufficient duration to accomplish compaction but shall not be prolonged to the point where segregation occurs. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a closed bottom dump bucket, or other approved method and shall not be disturbed after being deposited.

610-3.12 CONSTRUCTION JOINTS. When the placing 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, such provisions shall be made for grooves, steps, keys, dovetails, reinforcing bars or other devices as may be prescribed. 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.

610-3.13 EXPANSION JOINTS. Expansion joints shall be constructed at such points and of such dimensions as may be indicated on the drawings. The premolded filler shall be cut to the same shape as that of the surfaces being joined. The filler shall be fixed firmly against the surface

of the concrete already in place in such manner that it will not be displaced when concrete is deposited against it.

610-3.14 DEFECTIVE WORK. Any defective work discovered after the forms have been removed shall be immediately removed and replaced. If any dimensions are deficient, or if the surface of the concrete is bulged, uneven, or shows honeycomb, which in the opinion of the Engineer cannot be repaired satisfactorily, the entire section shall be removed and replaced at the expense of the Contractor.

610-3.15 SURFACE FINISH. All exposed concrete surfaces shall be true, smooth, and free from open or rough spaces, depressions, or projections. The concrete in horizontal plane surfaces shall be brought flush with the finished top surface at the proper elevation and shall be 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.

When directed, 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 pointed and 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 rubbing machine.

610-3.16 CURING AND PROTECTION. All concrete shall be properly cured and protected by the Contractor. The work shall be protected from the elements, flowing water, and from defacement of any nature during the building operations. The concrete shall be cured as soon as it has sufficiently hardened by covering with an approved material. Water-absorptive coverings shall be thoroughly saturated when placed and kept saturated for a period of at least 3 days. 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 currents of air. Where wooden forms are used, they shall be kept wet at all times until removed to prevent the opening of joints and drying out of the concrete. Traffic shall not be allowed on concrete surfaces for 7 days after the concrete has been placed.

610-3.17 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.

610-3.18 COLD WEATHER PROTECTION. 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 in order 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 2 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.

610-3.19 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 be started until after final curing and shall be done only when the concrete is completely dry. The cleaning and filling shall be carefully done with proper equipment and in a manner to obtain a neat looking joint free from excess filler.

METHOD OF MEASUREMENT

610-4.1 No measurement will be made for direct payment of structural concrete, as the cost of furnishing and installing shall be considered incidental to the work covered under other Pay Items. Portland cement concrete shall be measured by the number of cubic yards (cubic meters) of concrete complete in place and accepted. In computing the yardage of concrete for payment, the dimensions used shall be those shown on the plans or ordered by the Engineer. No measurements or other allowances shall be made for forms, falsework, cofferdams, pumping, bracing, expansion joints, or finishing of the concrete. No deductions in yardage shall be made for the volumes of reinforcing steel or embedded items.

610-4.2 Reinforcing steel shall be measured by the calculated theoretical number of pounds (kg) placed, as shown on the plans, complete in place and accepted. The unit weight used for deformed bars shall be the weight of plain square or round bars of equal nominal size. If so indicated on the plans, the poundage to be paid for shall include the weight of metal pipes and drains, metal conduits and ducts, or similar materials indicated and included.

BASIS OF PAYMENT

610-5.1 Payment shall be made at the contract unit price per cubic yard (cubic meter) for structural portland cement concrete and per pound (kg) for reinforcing steel. These prices shall be full compensation for furnishing all materials and for all preparation, delivery and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. No Payment will be made separately or directly for this item on any part of the work, unless otherwise listed in the various pay items. All structural concrete will be considered a necessary and incidental part of the work and its cost shall be considered by the Contractor and included in the contract price for the pay items of work involved.

Payment will be made under:

Item P-610-5.1 –CONCRETE THRESHOLD BAR, 4-INCH – per square yard

TESTING REQUIREMENTS

ASTM C 31 Making and Curing Test Specimens in the Field

ASTM C 39 Compressive Strength of Cylindrical Concrete Specimens

ASTM C 136 Sieve Analysis of Fine and Coarse Aggregates

ASTM C 138 Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete

ASTM C 143 Slump of Hydraulic Cement Concrete

ASTM C 231 Air Content of Freshly Mixed Concrete by the Pressure Method

ASTM C 666 Resistance of Concrete to Rapid Freezing and Thawing

ASTM C 1077 Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation

ASTM C 1260 Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)

MATERIAL REQUIREMENTS

ASTM A 184 Specification for Fabricated Deformed Steel Bar or Rod Mats for Concrete Reinforcement

ASTM A 185 Steel Welded Wire Fabric, Plain, for Concrete Reinforcement

ASTM A 497 Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement

ASTM A 615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

ASTM A 704 Welded Steel Plain Bars or Rod Mats for Concrete Reinforcement

ASTM C 33 Concrete Aggregates

ASTM C 94 Ready-Mixed Concrete

ASTM C 150 Portland Cement

ASTM C 171 Sheet Materials for Curing Concrete

ASTM C 172 Sampling Freshly Mixed Concrete

ASTM C 260 Air-Entraining Admixtures for Concrete

ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C 494 Chemical Admixtures for Concrete

ASTM C 595 Blended Hydraulic Cements

ASTM C 618 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

ASTM D 1751 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

ASTM D 1752 Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

AASHTO T 26 Quality of Water to be Used in Concrete

END OF ITEM P-610

ITEM P-620: AIRFIELD SURFACE MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

a. Paint. Paint shall be epoxy and preformed thermoplastic in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Paint Color	Fed Std. No 595 Color Number
White	37925
Red	31136
Yellow	33538 or 33655
Black	37038
Pink	1 part 31136 to 2 parts 37925
Green	34108

Waterborne or solvent base black paint should be used to outline a border at least 6 inches (150 mm) wide around markings on all light-colored pavements.

Application Rates for Paint and Glass Beads for Table 1

Paint		Glass Beads		
Type	Application Rate Maximum	Type I, Gradation A¹ Minimum	Type III Minimum	Type IV¹ Minimum
Waterborne Type I or II	115 ft ² /gal (2.8 m ² /l)	N/A	10 lb/gal (1.2 kg/l)	N/A
Temporary Marking Waterborne Type I or II	230 ft ² /gal (5.6 m ² /l)	N/A	No beads	N/A

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or

spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturers application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 readings shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation will not be measured.

620-4.2 The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting.

620-4.3 The quantity of reflective media shall be paid for as an incidental to be included in (Item P-620-5.2 – Pavement Marking, White, With Glass Beads) and (Item P-620-5.3 – Pavement Marking, Yellow, With Glass Beads).

620-4.4 The quantity of temporary markings to be paid for shall be the number of square feet (square meters) of painting performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.2 Payment for surface preparation shall not be paid for separately.

620-5.3 Payment for temporary markings shall be made at the contract price for the number of square feet (square meters) of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

620-5.4 Payment for markings shall be made at the contract price for by the number of square feet (square meters) of painting.

620-5.5 Payment for reflective media shall be included in the price for permanent markings.

Payment will be made under:

Item P-620-5.1 – TEMPORARY RUNWAY/TAXIWAY MARKING – per square foot

Item P-620-5.2 – RUNWAY/TAXIWAY MARKING, WHITE, WITH GLASS BEADS – per square foot

Item P-620-5.3 – RUNWAY/TAXIWAY MARKING, YELLOW, WITH GLASS BEADS – per square foot

Item P-620-5.4 – RUNWAY/TAXIWAY MARKING, BLACK – per square foot

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 D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV)
Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density,
volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant
Airport Pavement Surfaces

END OF ITEM P-620

ITEM P-620: AIRFIELD SURFACE MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

a. Paint. Paint shall be epoxy and preformed thermoplastic in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Paint Color	Fed Std. No 595 Color Number
White	37925
Red	31136
Yellow	33538 or 33655
Black	37038
Pink	1 part 31136 to 2 parts 37925
Green	34108

Waterborne or solvent base black paint should be used to outline a border at least 6 inches (150 mm) wide around markings on all light-colored pavements.

Application Rates for Paint and Glass Beads for Table 1

Paint		Glass Beads		
Type	Application Rate Maximum	Type I, Gradation A¹ Minimum	Type III Minimum	Type IV¹ Minimum
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Temporary Marking Waterborne Type I or II	230 ft ² /gal (5.6 m ² /l)	N/A	No beads	N/A

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or

spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturers application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 readings shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation will not be measured.

620-4.2 The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting.

620-4.3 The quantity of reflective media shall be paid for as an incidental to be included in (Item P-620-5.2 – Pavement Marking, White, With Glass Beads) and (Item P-620-5.3 – Pavement Marking, Yellow, With Glass Beads).

620-4.4 The quantity of temporary markings to be paid for shall be the number of square feet (square meters) of painting performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.2 Payment for surface preparation shall not be paid for separately.

620-5.3 Payment for temporary markings shall be made at the contract price for the number of square feet (square meters) of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

620-5.4 Payment for markings shall be made at the contract price for by the number of square feet (square meters) of painting.

620-5.5 Payment for reflective media shall be included in the price for permanent markings.

Payment will be made under:

Item P-620-5.1 – TEMPORARY RUNWAY/TAXIWAY MARKING – per square foot

Item P-620-5.2 – RUNWAY/TAXIWAY MARKING, WHITE, WITH GLASS BEADS – per square foot

Item P-620-5.3 – RUNWAY/TAXIWAY MARKING, YELLOW, WITH GLASS BEADS – per square foot

Item P-620-5.4 – RUNWAY/TAXIWAY MARKING, BLACK – per square foot

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 D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV)
Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density,
volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant
Airport Pavement Surfaces

END OF ITEM P-620

ITEM P-621: SAW-CUT GROOVES

DESCRIPTION

621-1.1 This item consists of providing a skid resistant surface that prevents hydroplaning during wet weather in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer.

CONSTRUCTION METHODS

621-2.1 Procedures. The Contractor shall submit to the Engineer the grooving sequence and method of placing guide lines to control grooving operation. Transverse grooves saw-cut in the pavement must form a 1/4 inch (+1/16 inch, -0 inch) wide by 1/4 inch ($\pm 1/16$ inch) deep by 1-1/2 inch (-1/8 inch, +0 inch) center-to-center configuration. The grooves must be continuous for the entire runway length. They must be saw-cut transversely (perpendicular to centerline) in the runway and high-speed taxiway pavement to not less than **10 feet** from the runway pavement edge to allow adequate space for equipment operation.

The saw-cut grooves must meet the following tolerances. The tolerances apply to each day's production and to each piece of grooving equipment used for production. The Contractor is responsible for all controls and process adjustments necessary to meet these tolerances. The Contractor shall routinely spot check for compliance each time the equipment aligns for a grooving pass.

- a. Alignment Tolerance.** The grooves shall not vary more than $\pm 1\text{-}1/2$ inch (38 mm) in alignment for 75 feet (23 m) along the runway length, allowing for realignment every 500 feet (150 m) along the runway length.
- b. Groove Tolerance. Depth.** The standard depth is 1/4 inch (6 mm). At least 90% of the grooves must be at least 3/16 inch (5 mm), at least 60% of the grooves must be at least 1/4 inch (6 mm), and not more than 10% of the grooves may exceed 5/16 inch (8 mm).
- c. Width.** The standard width is 1/4 inch (6 mm). At least 90% of the grooves must be at least 3/16 inch (5 mm), at least 60% of the grooves must be at least 1/4 inch (6 mm), and not more than 10% of the grooves may exceed 5/16 inch (8 mm).
- d. Center-to-Center Spacing.** The standard spacing is 1-1/2 inch (38 mm). Minimum spacing 1-3/8 inch (34 mm). Maximum spacing 1-1/2 inch (38 mm).

Saw-cut grooves must not be closer than 3 inches (8 cm) or more than 9 inches (23 cm) from transverse joints in concrete pavements. Grooves must not be closer than 6 inches (150 mm) and no more than 18 inches (0.5 m) from in-pavement light fixtures. Grooves may be continued through longitudinal construction joints. Where neoprene compression seals have been installed and the compression seals are recessed sufficiently to prevent damage from the grooving operation, grooves may be continued through the longitudinal joints. Where neoprene compression seals have been installed and the compression seals are not recessed sufficiently to

prevent damage from the grooving operation, grooves must not be closer than 3 inches (8 cm) or more than 5 inches (125 mm) from the longitudinal joints. Where lighting cables are installed, grooving through longitudinal or diagonal saw kerfs shall not be allowed.

621-2.2 Environmental Requirements. Grooving operations will not be permitted when freezing conditions prevent the immediate removal of debris and/or drainage of water from the grooved area. Discharge and disposal of waste slurry shall be the Contractor's responsibility.

621-2.3 Test Section. Groove a test section in an area of the pavement, as approved by the Engineer. The area shall be **80 feet** long by two lanes wide. Demonstrate the setup and alignment process, the grooving operation, and the waste slurry disposal.

621-2.4 Existing Pavements. Bumps, depressed areas, bad or faulted joints, and badly cracked and/or spalled areas in the pavement shall not be grooved until such areas are adequately repaired or replaced.

621-2.5 New Pavements. New asphalt concrete pavements shall be allowed to cure for a minimum of 21 days before grooving, to allow the material to become stable enough to prevent closing of the grooves under normal use. Spalling along or tearing or raveling of the groove edges shall not be allowed.

621-2.6 Grooving Machine. Provide a grooving machine that is power driven, self-propelled, specifically designed and manufactured for pavement grooving, and has a self-contained and integrated continuous slurry vacuum system as the primary method for removing waste slurry. The grooving machine shall be equipped with diamond-saw cutting blades, and capable of making at least 18 inches (0.5 m) in width of multiple parallel grooves in one pass of the machine. Thickness of the cutting blades shall be capable of making the required width and depth of grooves in one pass of the machine. The cutting head shall not contain a mixture of new and worn blades or blades of unequal wear or diameter. Match the blade type and configuration with the hardness of the existing airfield pavement. The wheels on the grooving machine shall be of a design that will not scar or spall the pavement. Provide the machine with devices to control depth of groove and alignment.

621-2.7 Water Supply. Water for the grooving operation shall be provided by the Contractor. Hydrant water meter are available for rent from the City of Fernandina Beach Utility Department, (904) 310-3420. Fire hydrants are located at the airport (along Airport Road) are in reasonable proximity to the project area.

621-2.8 Clean-up. During and after installation of saw-cut grooves, the Contractor must remove from the pavement all debris, waste, and by-products generated by the operations to the satisfaction of the Engineer. Cleanup of waste material must be continuous during the grooving operation. Flush debris produced by the machine to the edge of the grooved area or pick it up as it forms. The dust coating remaining shall be picked up or flushed to the edge of the area if the resultant accumulation is not detrimental to the vegetation or storm drainage system. Accomplish all flushing operations in a manner to prevent erosion on the shoulders or damage to vegetation. Waste material must be disposed of in an approved manner. Waste material must not be allowed

to enter the airport storm sewer system. The Contractor must dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations

621-2.9 Repair of Damaged Pavement. Grooving must be stopped and damaged pavement repaired at the Contractor's expense when, in the opinion of the Engineer, the result of the grooving operation will be detrimental to aircraft tires.

ACCEPTANCE

621-3.1 Acceptance Testing. Grooves will be accepted based on results of zone testing. All acceptance testing necessary to determine conformance with the groove tolerances specified will be performed by the Engineer.

Instruments for measuring groove width and depth must have a range of at least 0.5 inch (12 mm) and a resolution of at least 0.005 inch (0.13 mm). Gauge blocks or gauges machined to standard grooves width, depth, and spacing may be used.

Instruments for measuring center-to-center spacing must have a range of at least 3 inches (8 cm) and a resolution of at least 0.02 inch (0.5 mm).

The Engineer will measure grooves in five zones across the pavement width. Measurements will be made at least three times during each day's production. Measurements in all zones will be made for each cutting head on each piece of grooving equipment used for each day's production.

The five zones are as follows:

- Zone 1 Centerline to 5 feet (1.5 m) left or right of the centerline.
- Zone 2 5 feet (1.5 m) to 25 feet (7.5 m) left of the centerline.
- Zone 3 5 feet (1.5 m) 25 feet (7.5 m) right of the centerline.
- Zone 4 25 feet (7.5 m) to edge of grooving left of the centerline.
- Zone 5 25 feet (7.5 m) to edge of grooving right of the centerline.

At a random location within each zone, five consecutive grooves sawed by each cutting head on each piece of grooving equipment will be measured for width, depth, and spacing. The five consecutive measurements must be located about the middle blade of each cutting head ± 4 inches (100 mm). Measurements will be made along a line perpendicular to the grooves. Width or depth measurements less than 0.170 inch (4 mm) shall be considered less than 3/16 inch (5 mm).

Width or depth measurements more than 0.330 inch (8 mm) shall be considered more than 5/16 inch (8 mm).

Width or depth measurements more than 0.235 inch (6 mm) shall be considered more than 1/4 inch (6 mm).

Production must be adjusted when more than one groove on a cutting head fails to meet the standard depth, width, or spacing in more than one zone.

METHOD OF MEASUREMENT

621-4.1 The quantity of grooving to be paid for shall be the number of square yards (square meters) of grooving performed in accordance with the specifications and accepted by the Engineer per paragraph 621-3.1.

BASIS OF PAYMENT

621-5.1 Payment for Saw-Cut Grooving. Payment for saw-cut grooving will be made at the contract unit price per square yard (square meter) for saw-cut grooving. This price shall be full compensation for furnishing all materials, and for all preparation, delivering, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-621-5.1 – PAVEMENT GROOVING – per square yard

END OF ITEM P-621

ITEM D-701: PIPE FOR STORM DRAINS AND CULVERTS

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

701-2.2 Pipe. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

	American Association of State Highway and Transportation Officials (AASHTO) M167 Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field-Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter
AASHTO R73	Standard Practice for Evaluation of Precast Concrete Drainage Productions

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Structural Steel Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM C1479	Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations
ASTM C1577	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD
ASTM C1786	Standard Specification for Segmental Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD
ASTM C1840	Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe
ASTM D3262	Standard Specification for “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Sewer Pipe
ASTM D4161	Standard Specification for “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM F667	Standard Specification for 3 through 24 in Corrugated Polyethylene Pipe and Fittings

ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings]

701-2.3 Concrete. Not used.

701-2.4 Rubber gaskets. Not used.

701-2.5 Joint mortar. Not used.

701-2.6 Joint fillers. Not used.

701-2.7 Plastic gaskets. Not used.

701-2.8. Controlled low-strength material (CLSM). Not used.

701-2.9 Precast box culverts. Manufactured in accordance with and conforming to ASTM C1433.

701-2.10 Precast concrete pipe. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Plant Certification program.

CONSTRUCTION METHODS

701-3.1 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches (300 mm) on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 Bedding. The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

a. Rigid pipe. The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

b. Flexible pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Flexible Pipe Bedding

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	mm	inch	mm
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. Other pipe materials. For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 Laying pipe. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 Joining pipe. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with rubber gaskets meeting ASTM C443 when leak resistant joints are required.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform

to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

d. Fiberglass pipe. Joints and fittings shall be as detailed on the plans and in accordance with the manufacturers recommendations. Joints shall meet the requirements of ASTM D4161 for flexible elastomeric seals.

701-3.5 Embedment and Overfill. Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 Embedment Material Requirements

a. Concrete Pipe. Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

b. Plastic and fiberglass Pipe. Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

c. Metal Pipe. Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

701-3.5-2 Placement of Embedment Material

The embedment material shall be compacted in layers not exceeding 6 inches (150 mm) on each side of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on each side of the pipe to one foot (30 cm) above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 Overfill

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be place and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D698. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 Inspection Requirements: Existing pipe inspection will not be required.

METHOD OF MEASUREMENT

701-4.1 No separate measurement for payment will be made under Item D-701. The Specification is provided for reference only.

BASIS OF PAYMENT

701-5.1 No separate payment will be made under Item D-701. The Specification is provided for reference only.

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.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe

ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications
National Fire Protection Association (NFPA)	
NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

END ITEM D-701

ITEM D-702 - LINING FOR STORM DRAINS AND CULVERTS

DESCRIPTION

702-1 Rehabilitate existing concrete drainage pipe by installing a pipe liner in accordance with the requirements of this Section. The Plans indicate the location of the pipe to be rehabilitated and material composition. The allowable pipe liner types that may be used to rehabilitate the pipe and the method of liner installation are per this Item D-702.

MATERIALS

Liner Repair Systems for Rehabilitation of Pipe and Other Drainage Structures.

702-2.1 General: Liner systems shall have at least the minimum stiffness required for the intended application in accordance with the AASHTO LRFD Bridge Design Specifications.

702-2.2 Folded Liner: Folded liner shall be manufactured in an out of form state, usually collapsed circumferentially, and folded on the long axis. After installation in a host structure, the liner is formed by means of heat and pressure to fit the host structure. When installed, folded liner shall extend from one structure to the next in one continuous length with no intermediate joints.

- a. Polyethylene: Folded polyethylene liner shall meet the requirements of ASTM 2718 or ASTM F714 with a minimum cell classification of 335420 and between 2% to 4% carbon black.
- b. PVC: Folded PVC liner shall meet the requirements of ASTM F1504 (meet all the requirements for cell classification 12334 or 13223) or ASTM F1871 (meet all the requirements for cell classification 12111).
- c. C. Cured-In-Place: Folded resin impregnated flexible tubing shall meet the requirements of ASTM F1216 and ASTM D5813.

702-2.3 Prefabricated (Slip) Pipe Liner: When used in slip lining applications, prefabricated liner shall be round, flexible or semi-rigid liner, manufactured in lengths that may be joined in a manhole or access pit before insertion in a host pipe.

702-2.3.1 Polyethylene:

1. Solid wall polyethylene pipe liner shall meet the requirements of ASTM F714 or AASHTO M326 and shall have a minimum cell classification of 345464 and between 2% to 4% carbon black.
2. Profile wall polyethylene pipe liner shall meet the requirements of AASHTO M294 and shall have a minimum cell classification of 435400 and between 2% to 4% carbon black
3. Steel reinforced polyethylene pipe liner shall meet the requirements of AASHTO MP20-13, ASTM F2562 or ASTM F2435 and shall have a minimum cell classification of 334452 and between 2% to 4% carbon black.

702-2.3.2 PVC:

1. Solid wall PVC pipe liner shall meet the requirements of ASTM D2729 and shall have a minimum cell classification of 12454.
2. Profile wall PVC pipe liner shall meet the requirements of ASTM F794, ASTM F949, or AASHTO M304 and shall have a minimum cell classification of 12454.

702-2.3.3 Fiberglass: Prefabricated fiberglass pipe liner shall meet the requirements of ASTM D3262.

702-2.4 Spiral-Wound Liner: Spiral-wound liner shall consist of coils of profile strips or one piece profile strips that are wound directly into a host pipe helically

702-2.4.1 Polyethylene: Polyethylene spiral-wound liner shall meet the requirements of ASTM F1697 or ASTM F1735, except the resin shall conform to ASTM D3350 with a minimum cell classification of 335420 and between 2% to 4% carbon black.

702-2.4.2 PVC: PVC spiral-wound liner shall meet the requirements of ASTM F1697 or ASTM F1735 and shall have a minimum cell classification of 12454.

702-2.4.3 Steel Reinforced: Steel reinforced spiral-wound liner shall meet the requirements of ASTM F1697 or ASTM F1735, except the resin shall conform to ASTM D3350 with a minimum cell classification of 335420 and between 2% to 4% carbon black. The steel reinforcement shall be fully encapsulated to prevent exposure to corrosive elements.

702-2.5 Segmental Panel Liner: Segmental panel liner consists of custom fit flat or curved panels that are formed to the inside wall of a host structure.

702-2.5.1 Polyethylene: Polyethylene segmental panel liner shall meet the requirements of ASTM F1735, except the resin shall conform to ASTM D3350 with a minimum cell classification of 345464 and between 2% to 4% carbon black.

702-2.5.2 PVC: PVC segmental panel liner shall meet the requirements of ASTM F1735 and shall have a minimum cell classification of 12454.

CONSTRUCTION METHODS

702-3.1 Pre-installation Requirements.

Prior to installing the pipe liner, inspect the host pipe and ensure that it is clean, dry and stable. Inspect the host pipe by means of closed-circuit television. The closed-circuit television inspection may be augmented by a visual inspection in which persons enter a host pipe to inspect it, at no additional cost to the Owner. Obtain written approval from the Engineer prior to allowing persons to enter a host pipe. Furnish all equipment necessary to inspect, remove silt and other debris, and dewater the host pipe to the satisfaction of the Engineer. Seal cracks and joints using an approved chemical grout of either acrylamide base gel, acrylic base gel, urethane base gel, or urethane base foam. Place flowable fill as directed by the Engineer to maintain the stability of the host pipe.

702-3.2 Installation Methods.

702-3.2.1 General: Install the liner using one of, or a combination of, the following methods: sliplining, inverting, pulling/pushing. Seal or grout the annular space between the interior of the host pipe and the exterior of the liner according to the liner manufacturer's written instructions.

702-3.2.2 Sliplining: Use either polyethylene, high density polyethylene, polyvinyl chloride, fiberglass, steel or aluminum pipe liner. Install the liner by joining discrete lengths, panels or segments of the pipe liner in a manhole or other access point and inserting the liner into the host pipe.

702-3.2.3 Polyethylene: Install polyethylene pipe liner in accordance with ASTM F-585. The manufacturer's written instructions may be substituted for ASTM F-585 with written permission from the Engineer.

702-3.2.4 High density polyethylene: Install high density polyethylene pipe liner in accordance with ASTM F-585. The manufacturer's written instructions may be substituted for ASTM F-585 with written permission from the Engineer.

702-3.2.5 Polyvinyl chloride: Install polyvinyl chloride pipe liner in accordance with ASTM F-1698.

702-3.2.6 Fiberglass, steel or aluminum: Install fiberglass, steel or aluminum pipe liner in accordance with the manufacturer's written instructions.

702-3.2.7 Steel Reinforced Polyethylene Ribbed Pipe: Install reinforced pipe liner in accordance with ASTM F-585. The manufacturer's written instructions may be substituted for ASTM F-585 with written permission from the Engineer.

702-3.3 Inverting: Install a resin impregnated felt tube pipe liner into the host pipe, and cure in place, in accordance with ASTM F-1216.

702-4.4 Pulling/Pushing: Install the liner in accordance with the manufacturer's written instructions. Protect the pipe liner end using a device that uniformly distributes the applied load around the perimeter of the liner. Continuously monitor the applied load, and do not stretch the liner by more than 1% of its original length. For liner lengths of 100 feet or less, the end protection device may be omitted, with written permission from the Engineer. Do not seal the liner ends or begin grouting prior to 24 hours after liner installation.

702-4.5 **Acceptance.** Inspect the complete rehabilitation by means of closed-circuit television. Obtain written approval from the Engineer prior to allowing persons to enter a host pipe. Provide the Engineer videos of all preliminary and final inspections.

METHOD OF MEASUREMENT

702-5.1 The length of pipe to be lined shall be measured in linear feet of proposed pipe lining in place, completed, and approved. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several types and sizes shall be measured separately.

BASIS OF PAYMENT

702-6.1 Payment will be made at the contract unit price per linear foot for each size of existing pipe designated to be lined. These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, dewater and clean host pipe, seal cracks and joints in the host pipe, and seal and grout the annular space between the liner and interior of the host pipe, backfill, site restoration and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Price and payment for pipe liner inspections, and for furnishing videos of the inspections to the Engineer.

Payment will be made under:

Item D-702-6.1 30-INCH REINFORCED CONCRETE PIPE LINING – Per Linear Foot

END ITEM D-702

ITEM D-751: MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

DESCRIPTION

751-1.1 This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

751-2.1 Brick. The brick shall conform to the requirements of ASTM C32, Grade MS.

751-2.2 Mortar. Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

751-2.3 Concrete. Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

751-2.4 Precast concrete pipe manhole rings. Precast concrete pipe manhole rings shall conform to the requirements of ASTM C478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches (90 cm) nor more than 48 inches (120 cm). There shall be a gasket between individual sections and sections cemented together with mortar on the inside of the manhole. Gaskets shall conform to the requirements of ASTM C443.

751-2.5 Corrugated metal. Corrugated metal shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M36.

751-2.6 Frames, covers, and grates. The castings shall conform to one of the following requirements:

- a. ASTM A48, Class 35B: Gray iron castings
- b. ASTM A47: Malleable iron castings
- c. ASTM A27: Steel castings
- d. ASTM A283, Grade D: Structural steel for grates and frames
- e. ASTM A536, Grade 65-45-12: Ductile iron castings
- f. ASTM A897: Austempered ductile iron castings

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

751-2.7 Steps. The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of asphalt paint, when directed.

751-2.8 Precast inlet structures. Manufactured in accordance with and conforming to ASTM C913.

CONSTRUCTION METHODS

751-3.1 Unclassified excavation.

a. The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the RPR may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After excavation is completed for each structure, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

751-3.2 Brick structures.

a. Foundations. A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.

b. Laying brick. All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar not used within 45 minutes after water has been added shall

be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and re-laid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.

c. Joints. All joints shall be filled with mortar at every course. Exterior faces shall be laid up in advance of backing. Exterior faces shall be plastered or parged with a coat of mortar not less than 3/8 inch (9 mm) thick before the backing is laid up. Prior to parging, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4 inch (6 mm) nor more than 1/2 inch (12 mm) wide and the selected joint width shall be maintained uniform throughout the work.

d. Pointing. Face joints shall be neatly struck, using the weather-struck joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used, the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing with water. If necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of water.

f. Curing and cold weather protection. The brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost on the brick or when the air temperature is below 50°F (10°C) unless the Contractor has, on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60°F (16°C) for the duration of the curing period.

751-3.3 Concrete structures. Concrete structures which are to be cast-in-place within the project boundaries shall be built on prepared foundations, conforming to the dimensions and shape indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

All invert channels shall be constructed and shaped accurately to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped to the outlet.

751-3.4 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed

structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal or metal encapsulated steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

751-3.5 Corrugated metal structures. Corrugated metal structures shall be prefabricated. All standard or special fittings shall be furnished to provide pipe connections or branches with the correct dimensions and of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to allow the fastening of a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. When indicated, the structures shall be placed on a reinforced concrete base.

751-3.6 Inlet and outlet pipes. Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

751-3.7 Placement and treatment of castings, frames, and fittings. All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the RPR, and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the RPR. All units shall set firm and secure.

After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.

751-3.8 Installation of steps. The steps shall be installed as indicated on the plans or as directed by the RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches (300 mm).

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. For metal structures, the ladder shall be secured by welding the top support to the structure and grouting the bottom support into drilled holes in the foundation or as directed by the RPR.

751-3.9 Backfilling.

a. After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

b. Backfill shall not be placed against any structure until approved by the RPR. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

751-3.10 Cleaning and restoration of site. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

751-4.1 Manholes, catch basins, inlets, and inspection holes shall be measured by the unit.

BASIS OF PAYMENT

751-5.1 The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

D-751-5.1 – REMOVE INLET – per each unit

D-751-5.2 – FDOT TYPE E DITCH BOTTOM INLET – per each unit

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 A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C913	Standard Specification for Precast Concrete Water and Wastewater Structures.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M36	Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
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END OF ITEM D-751

ITEM T-901: SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding the areas shown on the plans or as directed by the RPR 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.

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Not required.

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.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Not required.

c. 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.

d. 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 case 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 separate measurement for payment will be made under Item T-901. The specification is provided for reference.

BASIS OF PAYMENT

901-5.1 No separate payment will be made under Item T-901. The specification is provided for reference.

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

ITEM T-904: SODDING

DESCRIPTION

904-1.1 This item shall consist of furnishing, hauling, and placing approved live sod on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

MATERIALS

904-2.1 SOD. Sod furnished by the Contractor shall have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. At least 70% of the plants in the cut sod shall be composed of the species stated in below and any vegetation more than 6 inches (150 mm) in height shall be mowed to a height of 3 inches (75 mm) or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than 1-1/4 inches thick including a 3/4 inch thick layer of roots and topsoil. Unless a particular type of sod is called for in the Plans or elsewhere in the Contract, sod may be either Centipede, Bahia, or Bermuda at the Contractor's option.

904-2.2 LIME. Lime shall conform to the requirements of 901-2.2.

904-2.3 FERTILIZER. Fertilizer shall conform to the requirements of 901-2.3.

904-2.4 WATER. The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass. It shall be subject to the approval of the Engineer prior to use.

904-2.5 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas to be repaired shall conform to the requirements of 901-2.4.

CONSTRUCTION METHODS

904-3.1 GENERAL. Areas to be solid, strip, or spot sodded shall be shown on the plans. Areas requiring special ground surface preparation such as tilling and those areas in a satisfactory condition that are to remain undisturbed shall also be shown on the plans.

Suitable equipment necessary for proper preparation of the ground surface and for the handling and placing of all required materials shall be on hand, in good condition, and shall be approved by the Engineer before the various operations are started. The Contractor shall demonstrate to the Engineer before starting the various operations that the application of required materials will be made at the specified rates.

904-3.2 PREPARING THE GROUND SURFACE. After grading of areas has been completed and before applying fertilizer and limestone, areas to be sodded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris which might interfere with sodding, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes occurs after grading of areas and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

904-3.3 APPLYING FERTILIZER AND GROUND LIMESTONE. Following ground surface preparation, fertilizer shall be uniformly spread at a rate which will provide not less than the minimum quantity of each fertilizer ingredient, as stated in the Contract ~~special provisions~~. If use of ground limestone is required, it shall then be spread at a rate that will provide not less than the minimum quantity stated in the special provisions. These materials shall be incorporated into the soil to a depth of not less than 2 inches (50 mm) by discing, raking, or other methods acceptable to the Engineer. Any stones larger than 2 inches (50 mm) in any diameter, large clods, roots, and other litter brought to the surface by this operation shall be removed.

904-3.4 OBTAINING AND DELIVERING SOD. After inspection and approval of the source of sod by the Engineer, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches (50 mm). Sod sections or strips shall be cut in uniform widths, not less than 10 inches (250 mm), and in lengths of not less than 18 inches (45 cm), but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stacked, kept moist, and protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, permission to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

904-3.5 LAYING SOD. Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the Engineer, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches (100 mm) immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and insure knitting without displacement of the sod or deformation of the

surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen when replacing it shall work from ladders or treaded planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately 1 inch (25 mm) below the pavement edge. Where the flow will be over the sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than 1 vertical to 2-1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches (300 mm) in length and have a cross-sectional area of not less than 3/4 square inch (18 square millimeter). The pegs shall be driven flush with the surface of the sod.

904-3.6 WATERING. Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

904-3.7 ESTABLISHING TURF.

a. General. The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until final inspection and acceptance of the work.

b. Protection. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the Engineer.

c. Mowing. The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. In the event that weeds or other undesirable vegetation are permitted to grow to such an extent that, either cut or uncut, they threaten to smother the sodded species, they shall be mowed and the clippings raked and removed from the area.

904-3.8 REPAIRING. When the surface has become bullied or otherwise damaged during the period covered by this contract, the affected areas shall be repaired to re-establish the grade and the condition of the soil, as directed by the Engineer, and shall then be sodded as specified in 904-3.5.

METHOD OF MEASUREMENT

904-4.1 This item shall be measured on the basis of the area in square yards (square meters) of the surface covered with sod and accepted.

BASIS OF PAYMENT

904-5.1 This item will be paid for on the basis of the contract unit price per square yard (square meter) for sodding, which price shall be full compensation for all labor, equipment, material, staking, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item T-904-5.1 – SODDING – per square yard

END OF ITEM T-904

ITEM T-905: TOPSOILING

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

MATERIALS

905-2.1 TOPSOIL. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sods and herbaceous growth such as grass and weeds are not to be removed but shall be thoroughly broken up and intermixed with the soil during handling operations. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the association of official agricultural chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (0.075 mm) sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 INSPECTION AND TESTS. Within 10 days following acceptance of the bid, the Engineer shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in 905-2.1.

CONSTRUCTION METHODS

905-3.1 GENERAL. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the Engineer before the various operations are started.

905-3.2 PREPARING THE GROUND SURFACE. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Engineer, to a minimum depth of 2 inches (50 mm) to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches (50 mm) in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and properly compacted condition to prevent, insofar as practical, the formation of low places or pockets where water will stand.

905-3.3 OBTAINING TOPSOIL. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the Engineer. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the Engineer. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the Engineer. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoiling purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 PLACING TOPSOIL. The topsoil shall be evenly spread on the prepared areas to a uniform depth of 2 inches (50 mm) after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches (50 mm) or more in diameter), roots, litter, or

any foreign matter shall be raked up and disposed of by the Contractor. after spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the Engineer. The compacted topsoil surface shall conform to the required lines, grades, and cross sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.2 Topsoil obtained off the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards (meters) computed by the method of end areas.

BASIS OF PAYMENT

905-5.1 Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoiling. This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-905-5.1 – TOPSOIL PLACEMENT, 4-INCH – per cubic yard

TESTING MATERIALS

ASTM C117 Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing

END OF ITEM T-905

ITEM L-108: UNDERGROUND POWER CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications and electronically submitted in pdf format. The RPR reserves

the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 Cable. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with ethylene propylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 Type C, 5,000 volts, non-shielded, with ethylene propylene insulation, L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for grounding bond

wire per ASTM B3 and ASTM B8, and shall be bare copper wire. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be cooper. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) long and 3/4 inch (19 mm) in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3MTM Company, "Scotchcast" Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.

b. The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

c. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The taped or heat-shrink splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 Splicer qualifications. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 Concrete. Concrete shall be proportioned, placed, and cured per state department of transportation structural concrete with minimum 25% Type F fly ash, and a minimum allowable compressive strength of 4,000 psi (28 MPa).

108-2.7 Flowable backfill. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

108-2.8 Cable identification tags. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 Tape. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 Electrical coating. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 Existing circuits. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 Installation in duct banks or conduits. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left

sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 Installation of direct-buried cable in trenches. Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 inches (75 mm) vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

a. Trenching. Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 inches (0.5 m) below finished grade per NEC Table 300.5, except as follows:

- When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 inches (91 cm) unless otherwise specified.
- Minimum cable depth when crossing under a railroad track, shall be 42 inches (1 m) unless otherwise specified.

The Contractor shall excavate all cable trenches to a width not less than 6 inches (150 mm). Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill material may alternatively be used.

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

b. Backfilling. After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall encompass all cables ; be 3 inches (75 mm) deep, loose measurement; and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. This layer shall not be compacted. The second layer shall be 5 inches (125 mm) deep, loose measurement, and shall contain no particles that would be retained on a one inch (25.0 mm) sieve. The remaining third and subsequent layers of backfill shall not exceed 8 inches (20 cm) of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches (100 mm) maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent material. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D1557.

Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of per the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for

acceptance by the RPR. If not shown on the plans, the warning tape shall be located 6 inches (150 mm) above the direct-buried cable or the counterpoise wire if present. A 3-6 inch (75 - 150 mm) wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 inches (200 mm) minimum below finished grade.

c. Restoration. Following restoration of all trenching near airport movement surfaces, the Contractor shall visually inspect the area for foreign object debris (FOD) and remove any that is found. Where soil and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the topsoiling, fertilizing, seeding and mulching as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D1557. Restoration shall be considered incidental to the pay item of which it is a component part.

108-3.4 Cable markers for direct-buried cable. The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 inch (10 - 15 cm) thick, extending approximately one inch (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (61 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches (100 mm) high and 3 inches (75 mm) wide, with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep. Stencils shall be used for cable marker lettering; no hand lettering shall be permitted.

At the location of each underground cable connection/splice, except at lighting units, or isolation transformers, a concrete marker slab shall be installed to mark the location of the connection/splice. The Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the RPR. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. After placement, all cable or splice markers shall be given one coat of high-visibility aviation orange paint as approved by the RPR. Furnishing and installation of cable markers is incidental to the respective cable pay item.

108-3.5 Splicing. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape,

one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

d. Taped or heat-shrink splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 Bare counterpoise wire installation for lightning protection and grounding. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. Equipotential. The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7

b. Isolation. Counterpoise size is as shown on the plans. The isolation method is an alternate method for use only with edge lights installed in turf and stabilized soils and raceways installed parallel to and adjacent to the edge of the pavement. NFPA 780 uses 15 feet to define “adjacent to”.

The counterpoise conductor shall be installed 8 inches (203 mm) minimum below grade. The counterpoise is not connected to the light base or mounting stake. An additional grounding

electrode is required at each light base or mounting stake. The grounding electrode is bonded to the light base or mounting stake with a 6 AWG solid copper conductor.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Isolation Method of lightning protection.

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

d. Parallel Voltage Systems. Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.

108-3.7 Counterpoise installation above multiple conduits and duct banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 Counterpoise installation at existing duct banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 Exothermic bonding. Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 Testing. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than **50** megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed **25** ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved “repair” procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

“Cable and counterpoise slack is considered incidental to this item and is included in the Contractor’s unit price. No separate measurement or payment will be made for cable or counterpoise slack.”

108-4.3 No separate payment will be made for ground rods.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.1 – ELECTRICAL DEMOLITION, CABLE – per lump sum

Item L-108-5.2 – 1/C NO. 8 AWG 5KV L-824 TYPE C CABLE, INSTALLED IN EXISTING OR NEW CONDUIT – per linear foot

Item L-108-5.3 – NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH INCLUDING BACKFILL, GROUND RODS AND GROUND CONNECTORS – per linear foot

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.

Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems

American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
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Federal Aviation Administration Standard

FAA STD-019E	Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment
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END OF ITEM L-108

ITEM L-109: AIRPORT VAULT EQUIPMENT

DESCRIPTION

109-1.1 This item shall consist of removing existing airport vault equipment and providing and installing new vault equipment per these specifications and as shown in the plans.

EQUIPMENT AND MATERIALS

109-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be certified in AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be provided in electronic pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

CONSTRUCTION OF VAULT EQUIPMENT

109-3.1 FAA-approved equipment. Certain items of airport lighting equipment installed in vaults are covered by individual ACs listed below:

AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors The regulators must include an integrated control and monitoring unit such as an ACE unit with 7-inch LCD touchscreen display. The regulators must be calibrated for the specific installation.
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits.
AC 150/5345-49	Specification for L-854, Radio Control Equipment
AC 150/5345-56	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)

109-3.2 Other electrical equipment. Distribution transformers, oil switches, cutouts, relays, terminal blocks, transfer relays, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications and ACs shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers (IEEE) or the National Electrical Manufacturers Association (NEMA). When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and plans. Equipment selected and installed by the Contractor shall maintain the interrupting current rating of the existing systems or specified rating whichever is greater.

109-3.3 Wire. Wire (in conduit) rated up to 5,000 volts shall be per AC 150/5345-7, Specification for L-824 Underground Electrical Cables for Airport Lighting Circuits. For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type THWN-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

a. Control circuits. Unless otherwise indicated on the plans, wire shall be not less than No. 12 American wire gauge (AWG) and shall be insulated for 600 volts. If telephone control cable is specified, No. 19 AWG telephone cable per ANSI/Insulated Cable Engineers Association (ICEA) S-85-625 specifications shall be used.

b. Power circuits.

(1) 600 volts maximum – Wire shall be No. 6 AWG or larger and insulated for at least 600 volts.

(2) 3,000 volts maximum – Wire shall be No. 6 AWG or larger and insulated for at least 3,000 volts.

(3) Over 3,000 volts-Wire shall be No. 6 AWG or larger and insulated for at least the circuit voltage.

METHOD OF MEASUREMENT

109-6.1 The quantity of equipment to be paid for under this item shall be per each for equipment installed, connected and accepted as a complete unit ready for operation within the vault.

109-6.2 The equipment removed in the existing terminal building shall be measured per lump sum.

BASIS OF PAYMENT

109-7.1 Payment will be made at the contract unit price per each lump sum to remove equipment, control boxes, conduit, cable and racks as shown on the plans. This price shall also be full compensation for furnishing all labor, materials, preparation, assembly, and installation of connections and equipment to connect control from the existing beacon to the airfield electrical vault.

109-7.2 Payment will be made at the contract unit price for each completed constant current regulator installed. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item L-109-7.1 – REMOVE EXISTING CONSTANT CURRENT REGULATOR – per lump sum

Item L-109-7.2 – 7.5 KW CONSTANT CURRENT REGULATOR AND NECESSARY CONNECTIONS – per each unit

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.

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
AC 150/5345-49	Specification L-854, Radio Control Equipment;
AC 150/5345-53	Airport Lighting Equipment Certification Program

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/ICEA S-85-625 Standard for Telecommunications Cable Aircore, Polyolefin Insulated, Copper Conductor Technical Requirements

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM C62	Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C90	Standard Specification for Loadbearing Concrete Masonry Units
ASTM D2823	Standard Specification for Asphalt Roof Coatings, Asbestos Containing
ASTM D4479	Standard Specification for Asphalt Roof Coatings – Asbestos-Free

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation) Institute of Electrical and Electronic Engineers (IEEE)
IEEE 1584	Guide for Performing Arc-Flash Hazard Calculations

Master Painter's Institute (MPI)

MPI Reference #9	Alkyd, Exterior, Gloss (MPI Gloss Level 6)
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Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit – Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-70E	Standard for Electrical Safety in the Workplace

NFPA-780

Standard for the Installation of Lightning Protection Systems

END OF ITEM L-109

ITEM L-110: AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 Steel conduit. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 Plastic conduit. Plastic conduit and fittings shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10. [SEP]
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

- a. Type I—Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II—Schedule 40 PVC suitable for either above ground or underground use.
- c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.
- d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 Split conduit. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 Conduit spacers. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 Concrete. Concrete shall be proportioned, placed, and cured per state department of transportation structural concrete with minimum 25% Type F fly ash, and a minimum allowable compressive strength of 4,000 psi (28 MPa).

110-2.7 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

110-2.8 Flowable backfill. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

110-2.9 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 General. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade; in other locations, the top of the duct bank or underground conduit shall be not less than 18 inches (0.5 m) below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used.

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

- a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

- b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 Duct banks. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

110-3.3 Conduits without concrete encasement. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 Markers. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 Backfilling for conduits. For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 Backfilling for duct banks. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.7 Restoration. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include topsoiling, fertilizing, seeding and mulching shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

110-3.8 Ownership of removed cable. N/A

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1 – 2-INCH PVC CONDUIT, INSTALLED IN TRENCH - per linear foot

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.

Advisory Circular (AC)

AC 150/5340-30 Design and Installation Details for Airport Visual Aids

AC 150/5345-53 Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars
for Concrete Reinforcement

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

Underwriters Laboratories (UL)

UL Standard 6 Electrical Rigid Metal Conduit - Steel

UL Standard 514B Conduit, Tubing, and Cable Fittings

UL Standard 514C Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers

UL Standard 1242 Electrical Intermediate Metal Conduit Steel

UL Standard 651 Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings

UL Standard 651A Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

ITEM L-125: INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

EQUIPMENT AND MATERIALS

125-2.2 Conduit/Duct. Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

125-2.3 Cable and Counterpoise. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

125-2.4 Tape. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 Cable Connections. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

125-2.6 Retroreflective Markers. Not required.

125-2.7 Runway and Taxiway Lights. Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Lamps shall be of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors conforming to the specification for the light concerned or to the standard referenced.

125-2.11 Circuit Selector Cabinet. The circuit selector cabinet shall meet the requirements of AC 150/5345-5, Type L-847.

125-2.12 Light Base and Transformer Housings. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867 and [L-868 shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

125-2.13 Isolation Transformers. Isolation Transformers shall be Type L-830 and L-831, size as required for each installation. Transformer shall conform to AC 150/5345-47.

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 Testing. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant

current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 Elevated and In-pavement Lights. Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

METHOD OF MEASUREMENT

125-4.1 Reflective markers will be measured by the number installed as completed units in place, ready for operation, and accepted by the RPR. Runway and taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR. Runway End Identifier Lights shall be measured by each system installed as a completed unit in place, ready for operation, and accepted by the RPR.

Precision Approach Path Indicator shall be measured by each system installed as a completed unit, in place, ready for operation, and accepted by the RPR. Abbreviated Precision Approach Path Indicator shall be measured by each system installed as a completed unit, in place, ready for operation, and accepted by the RPR.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete runway or taxiway light, guidance sign, reflective marker, runway end identification light, precision approach path indicator, or abbreviated precision approach path indicator installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item L-125-5.1 – ELECTRICAL DEMOLITION, LIGHTS – per lump sum

- Item L-125-5.2 – L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY LIGHT ON NEW L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS – per each unit
- Item L-125-5.3 – L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY LIGHT ON EXISTING L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS – per each unit
- Item L-125-5.4 – L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS – per each unit
- Item L-125-5.5 – L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS – per each unit
- Item L-125-5.6 – L-850 FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS – per each unit
- Item L-125-5.7 – L-867D JUNCTION CAN WITH BLANK LID – per each unit

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.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems

AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program
Engineering Brief (EB)	
EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures

END OF ITEM L-125

ITEM L-126: FAA FLIGHT CHECK COMMISSIONING ADMINISTRATION

DESCRIPTION

126-1.1 This item shall consist of a CONTRACT ALLOWANCE to pay the Federal Aviation Administration (FAA) to perform a flight check inspection and approval to commission the new airfield lights at Runway 4-22 at Fernandina Beach Municipal Airport.

PROCEDURES

126-2.1 FAA COMMISSIONING OF LIGHTING SYSTEM. FAA acceptance and commissioning is required for this project. The Contractor shall coordinate with the Owner and Engineer to facilitate the process.

Although it is unlikely that any modification is required the Contractor shall provide a technician on site during the flight check to adjust equipment (threshold lights) as directed by the FAA flight check pilot. Communication with the pilot shall be via the local Airport radio frequency. Coordinate with the Airport manager for all necessary Airport information.

126-3.1 not used.

126-4.1 not used.

126-5.1 not used.

METHOD OF MEASUREMENT

126-6.1. FAA Flight Check Commissioning cost will be paid by the Contractor from the established fixed fee ALLOWANCE amount.

BASIS OF PAYMENT

126-7.1 Payment to FAA will be made from the ALLOWANCE amount based on the actual invoice from FAA.

Payment will be made under:

Item L-126-7.1 – FLIGHT CHECK – per fixed fee

END OF ITEM L-126

ITEM X-100: ADJUST CONSTRUCTION START DATE

DESCRIPTION

100-1.1 The anticipated construction start date of the Runway 4-22 Rehabilitation project is approximately October 15, 2020.

100-1.2 Runway 4-22 is the primary runway at Fernandina Beach Municipal Airport and allows larger, jet aircraft to land at the airport.

100-1.3 The annual Concours d'Elegance Festival is scheduled March 6-7, 2021. This event is critical to the success of Fernandina Beach Municipal Airport.

100-1.4 Due to the impact to the Airport of a possible Runway 4-22 closure during this critical period, the City requests a price from the Contractor to shift the proposed construction start date to March 15, 2021, after the Concours d'Elegance Festival. The City would execute a contract with the successful bidder based on the bid prices received. The Contractor shall hold the contract bid prices for the construction duration in 2021.

METHOD OF MEASUREMENT

100-2.1. The method of measurement to adjust the construction start date to March 15, 2021 is per lump sum amount.

BASIS OF PAYMENT

100-3.1 The Payment (or deduct) to the contract shall be made at the established lump sum price for Item X-100-3.1. A positive dollar value is an increase to the contract amount; a negative dollar value is a deduction to the contract amount.

Payment (or contract deduction) will be made under:

Item X-100-3.1 – CHANGE IN CONTRACT AMOUNT TO DELAY START OF
CONSTRUCTION TO MARCH 15, 2021 – per lump sum

END OF ITEM X-100

GEOTECH REPORT



ECS FLORIDA, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

October 14, 2019

Mr. Bradley Wente, P.E.
Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, Florida 32095

Reference: Report of Geotechnical Exploration
Fernandina Beach Municipal Airport Runway 4-22 Rehab
Fernandina Beach, Florida
ECS Project No. 35-29307
Client ID: MK04

Dear Mr. Wente:

As requested recently, ECS Florida, LLC (ECS) has completed a geotechnical exploration of the subject site. This letter briefly describes the field exploration performed and presents the data obtained.

The site for the subject project is located along runway 4-22 at the Fernandina Beach Municipal Airport in Fernandina Beach, Florida. The general site location is shown superimposed on the Site Location Plan, Figure 1. Based on visual observation at the time of our field exploration the topography of the site is currently generally level.

FIELD EXPLORATION

We performed a field exploration on August 28, 2019. The approximate boring locations are indicated on the attached Field Exploration Plan (Figure 2). Our personnel determined the boring locations using a handheld GPS unit. The boring locations on the referenced Field Exploration Plan should be considered accurate only to the degree implied by the method of measurement used.

We located and performed five Standard Penetration Test (SPT) borings, drilled to depths of approximately 10 feet below the existing ground surface, in general accordance with the methodology outlined in ASTM D 1586 to explore the subsurface conditions along runway 4-22. Split-spoon soil samples recovered during performance of the borings were visually classified in the field and representative portions of the samples were transported to our laboratory for further evaluation.

LABORATORY TESTING

A geotechnical engineer classified representative soil samples obtained during our field exploration using the AASHTO Soil Classification System in general accordance with ASTM D 2488. A Key to the Soil Classification System is included in Appendix A.

Selected samples of the soils encountered during the field exploration were subjected to quantitative laboratory testing to better define the composition of the soils encountered and to provide data for

correlation to their anticipated strength and compressibility characteristics. The laboratory testing determined the California Bearing Ratio (CBR) value, gradation, and moisture contents of selected soil samples. The results of the laboratory testing are shown in the Summary of Sieve Analysis Test Results included in Appendix C. Also, these results are shown on the Generalized Subsurface Profiles on Figure 3 and on the Log of Boring records at the respective depths from which the tested samples were recovered.

GENERAL SUBSURFACE CONDITIONS

The attached Generalized Subsurface Profiles present the descriptions of the soils encountered at the boring locations. The stratifications indicated on the boring profiles represent the approximate boundary between soil types as determined in the field by our drillers, and classified in the laboratory by a geotechnical engineer. The transition between soil types at each boring location may be gradual. It should be understood that the soil conditions will vary between boring locations. The following table summarizes the soil conditions encountered.

GENERAL SOIL PROFILE			
TYPICAL DEPTH (ft)		SOIL DESCRIPTION	AASHTO ⁽¹⁾
FROM	TO		
0	0.5-0.8	Asphalt and Asphalt Treated Base	--
0.5-0.8	10	Loose to Medium Dense Fine Sand and Fine Sand with Silt	A-3
(1) AASHTO Soil Classification System			

In general, the borings encountered between approximately 1 ¾ inches and 9 inches of asphalt pavement. The pavement at Borings B1 and B5 encountered a layer of asphalt treated base material below the asphalt measuring approximately 4 inches and 6 inches thick. Photographs of the asphalt cores are included in Appendix B.

The groundwater level was encountered at each of the boring locations and recorded, at the time of drilling, at depths of approximately 7 feet below the existing ground surface. The depth to the groundwater level at each boring location is noted in the Generalized Subsurface Profiles. However, it should be anticipated the groundwater level will fluctuate due to seasonal climatic variations, surface water runoff patterns, construction operations, and other interrelated factors.

NORMAL SEASONAL HIGH GROUNDWATER LEVEL

The normal seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

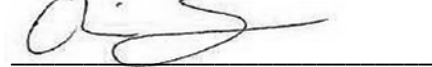
Based on our interpretation of the site conditions, including the boring logs and Nassau Soil Survey, we estimate the normal seasonal high groundwater level at the boring locations to be approximately at the depths shown on the Generalized Subsurface Profiles. It is possible that groundwater levels may exceed the estimated normal seasonal high groundwater level as a result of significant or prolonged rains.

CLOSURE

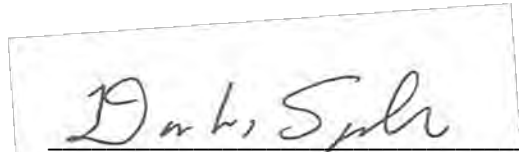
We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project, and look forward to providing the materials testing and inspection that will be required during the construction phase. If you have any questions concerning this report, or if we may be of any further service, please contact us.

Very truly yours,

ECS FLORIDA, LLC



Chris M. Egan, P.E.
Project Engineer
Registered, Florida No. 79645



David W. Spangler, P.E.
Principal Engineer
Registered, Florida No. 58770

FIGURES

- | | |
|----------|---------------------------------|
| Figure 1 | Site Location Plan |
| Figure 2 | Field Exploration Plan |
| Figure 3 | Generalized Subsurface Profiles |

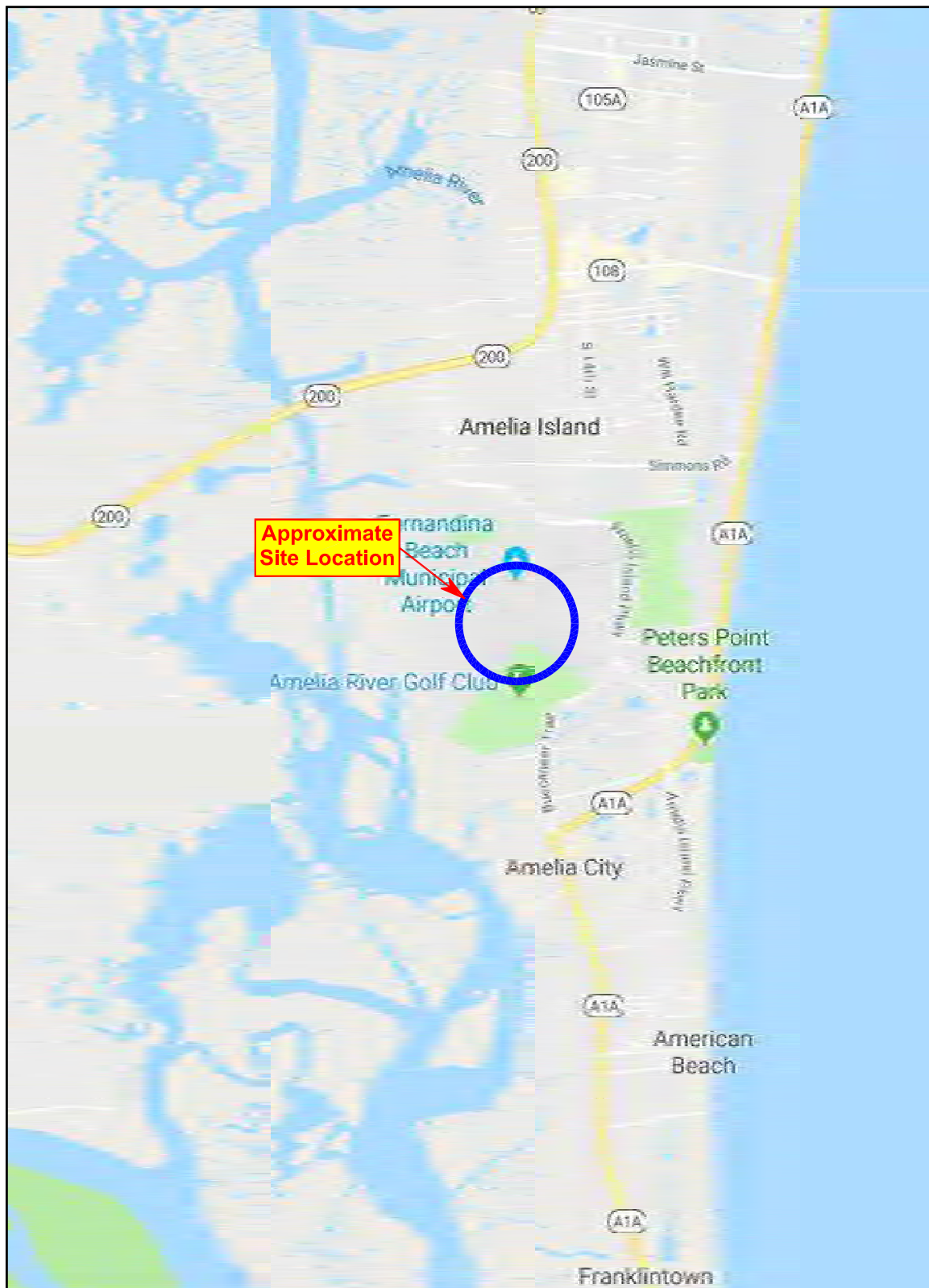
APPENDICES

- | | |
|------------|---|
| Appendix A | Soil Boring Logs
Field Exploration Procedures
Key to Soil Classification |
| Appendix B | Asphalt Pavement Photographs |
| Appendix C | Summary of Sieve Analysis Test Results
Particle Size Distribution Reports
Bearing Ratio Test Report
Compaction Test Report
Laboratory Test Procedures |

Distribution: Mr. Bradley Wentz, P.E. – Passero Associates, LLC

1 pdf

FIGURES



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 7064 Davis Creek Road, Jacksonville, FL 32256
 T: (904) 880-0960 • F: (904) 880-0970
www.ecslimited.com

Site Location Plan

**Fernandina Beach Municipal Airport
 Runway 4-22 Rehab**

Fernandina Beach, Florida

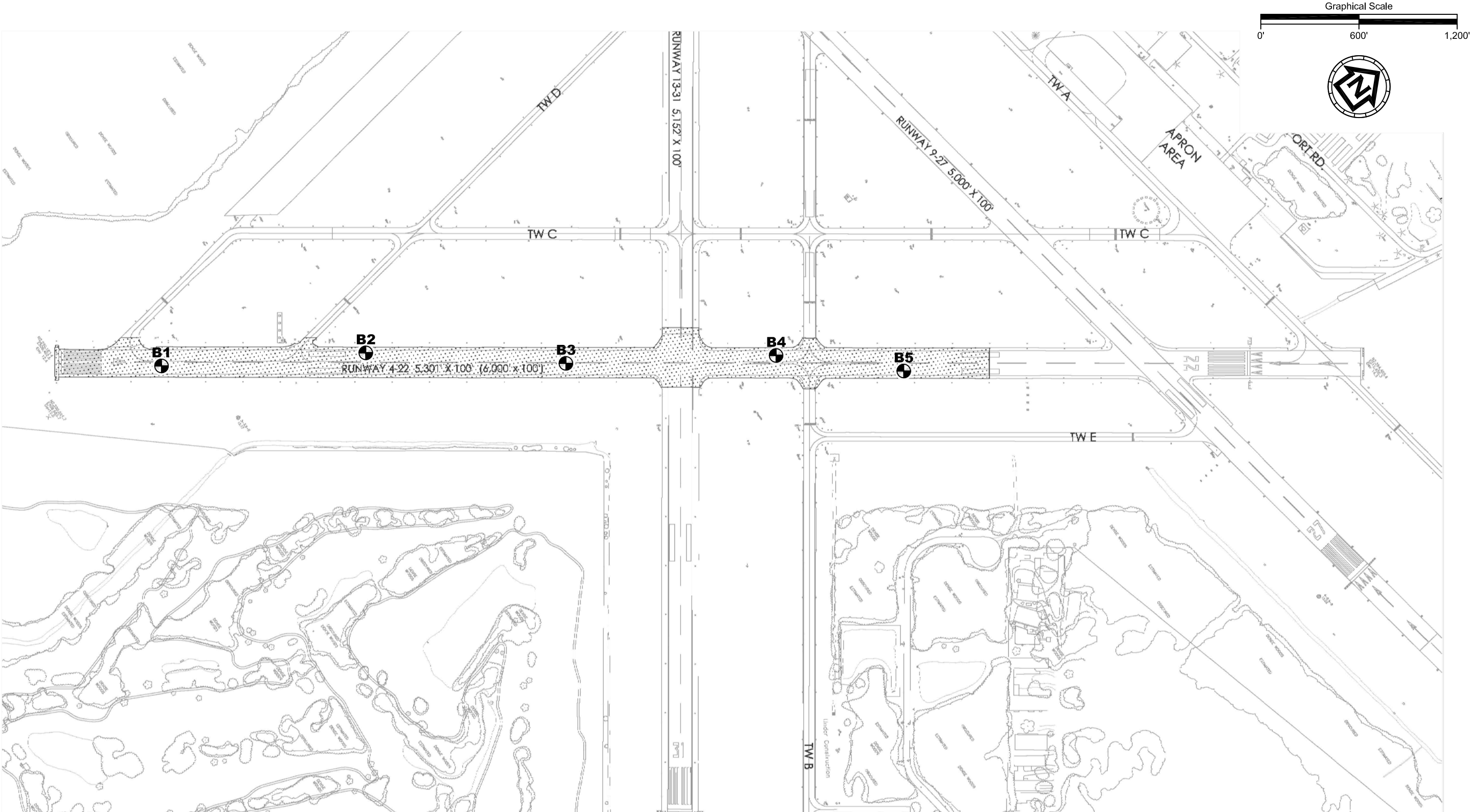


Date: 09/12/19

Project No.: 35-29307

Figure 1

JAS - 35-29307



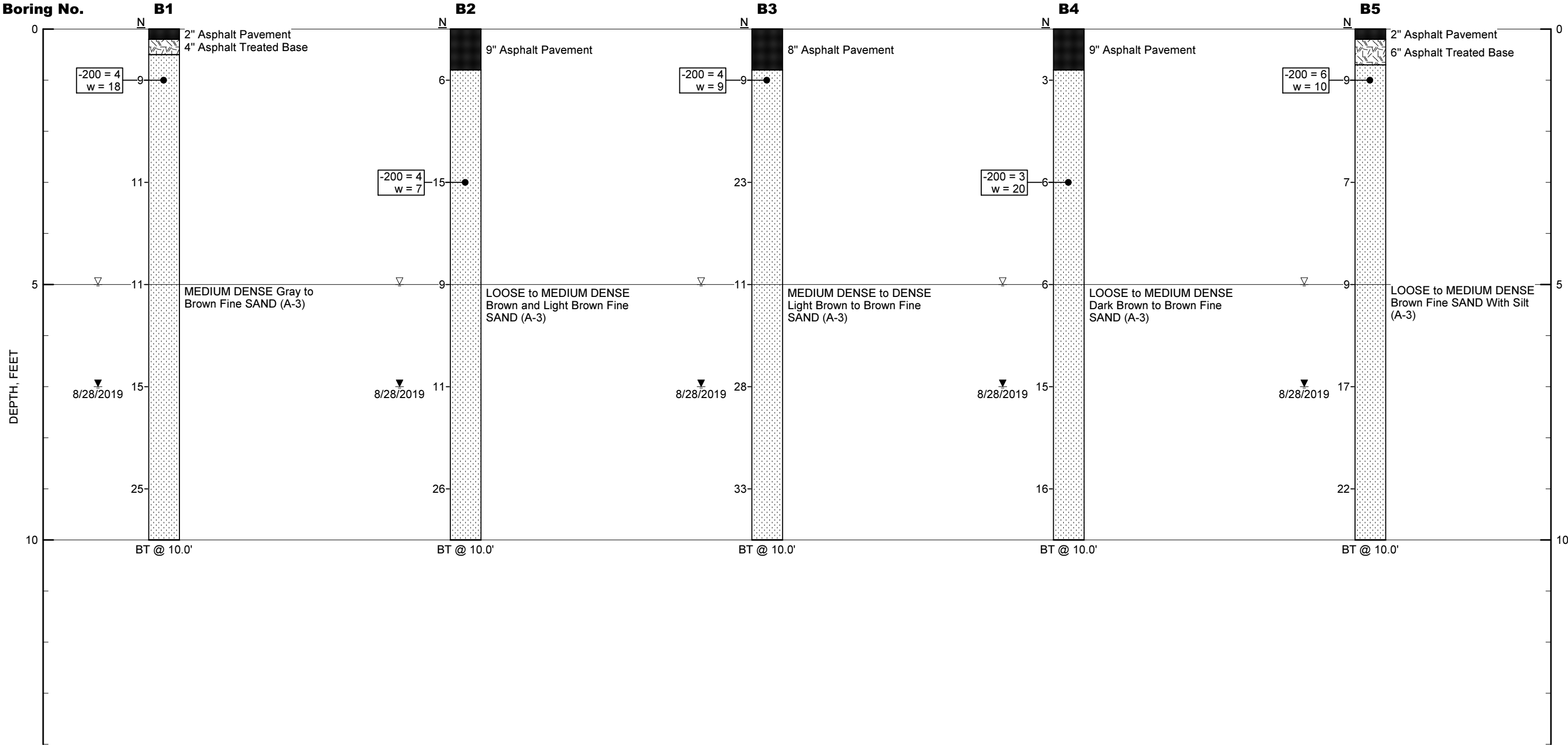
LEGEND

Approximate Location of Standard Penetration Test (SPT) Boring



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Field Exploration Plan
Fernandina Beach Municipal Airport
Runway 4-22 Rehab
Fernandina Beach, Florida



LEGEND

- | | | | | | |
|---|--------------------------------------|---|--|---|--|
|  | Asphalt Pavement |  | Standard Penetration Resistance, Blows/Foot |  | % Passing No. 200 U.S. Standard Sieve |
|  | Asphalt Treated Base |  | AASHTO Soil Classification System |  | Natural Moisture Content (%) |
|  | Fine SAND, Fine SAND With Silt (A-3) |  | Groundwater Level at Time of Drilling |  | Boring Terminated at Depth Below Grade |
| | |  | Estimated Normal Seasonal High Groundwater Level | | |

Generalized Subsurface Profiles
**Fernandina Beach Municipal
Airport; Runway 4-22 Rehab**
Fernandina Beach, Florida



DATE: 10/3/19	PROJ. NO.: 35-29307	Figure 3
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APPENDIX A

FIELD EXPLORATION PROCEDURES
LABORATORY TEST PROCEDURES
KEY TO SOIL CLASSIFICATION



LOG OF BORING

Project No.: 35-29307
Boring No.: B1
Sheet 1 of 1

Project: Fernandina Beach Municipal Airport; Runway 4-22 Rehab Client: Passero Associates, Inc.
Boring Location: See Field Exploration Plan Drill Rig: 109G Driller: S. Burns
Groundwater Depth: 7 ft Time: Drilling Date: 8/28/19 Drill Rod: AWJ Drill Mud: Super Gel-X
Casing Size: Length of Casing:
Boring Begun: 8/28/19 Boring Completed: 8/28/19

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)	
											Unconfined Compression	Triaxial Compression
1	0		2" Asphalt Pavement	3								
			4" Asphalt Treated Base	5								
2			MEDIUM DENSE Gray Fine SAND (A-3)	4	9		4		+			
				4								
				4								
				7								
				4	11							
3	5		MEDIUM DENSE Brown Fine SAND (A-3)	3								
				7								
				7								
				4	11							
				4								
4				6								
				7								
				8	15							
				13								
				7								
5				12								
				13	25							
				17								
	10		Boring Terminated @ 10 ft.									
	15											
	20											

Remarks

LOG OF BORING



LOG OF BORING

Project No.: 35-29307
Boring No.: B4
Sheet 1 of 1

Project: Fernandina Beach Municipal Airport; Runway 4-22 Rehab Client: Passero Associates, Inc.
Boring Location: See Field Exploration Plan Drill Rig: 109G Driller: S. Burns
Groundwater Depth: 7 ft Time: Drilling Date: 8/28/19 Drill Rod: AWJ Drill Mud: Super Gel-X
Casing Size: Length of Casing:
Boring Begun: 8/28/19 Boring Completed: 8/28/19

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)	
											Unconfined Compression	Triaxial Compression
1	0		9" Asphalt Pavement									
	1		LOOSE Dark Brown Fine SAND (A-3)	3	3							
2	2		LOOSE to MEDIUM DENSE Brown Fine SAND (A-3)	2								
	3			3	6		3					
3	4			2								
	5			3	6							
4	6			2								
	7			2								
5	8			4								
	9			7								
6	10			5								
	11			7								
7	12			7								
	13			8	15							
8	14			10								
	15			6								
9	16			7								
	17			9	16							
10	18			11								
	19											
11	20		Boring Terminated @ 10 ft.									
	21											

Remarks

FIELD EXPLORATION PROCEDURES

Standard Penetration Test (SPT) Borings

The Standard Penetration Test (SPT) borings were made in general accordance with the latest revision of ASTM D 1586, "Penetration Test and Split-Barrel Sampling of Soils". The borings were advanced by rotary (or "wash-n-chop") drilling techniques. At 2 ½ to 5 foot intervals, a split-barrel sampler inserted to the borehole bottom and driven 18 inches into the soil using a 140 pound hammer falling on the average 30 inches per hammer blow. The number of hammer blows for the final 12 inches of penetration is termed the "penetration resistance, blow count, or N-value". This value is an index to several in-place geotechnical properties of the material tested, such as relative density and Young's Modulus.

After driving the sampler 18 inches (or less if in hard rock-like material), the sampler was retrieved from the borehole and representative samples of the material within the split-barrel were containerized and sealed. After completing the drilling operations, the samples for each boring were transported to our laboratory where they were examined by our engineer in order to verify the driller's field classification. The retrieved samples will be kept in our facility for a period of six (6) months unless directed otherwise.



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KEY TO SOIL CLASSIFICATION

Description of Relative Density or Consistency in
Relation To Standard Penetration Resistance

<i>Granular Materials</i>		
Relative Density	Safety Hammer SPT N-Value (Blow/Foot)	Automatic Hammer SPT N-Value (Blow/Foot)
Very Loose	Less than 4	Less than 3
Loose	4 – 10	3 – 8
Medium Dense	10 – 30	8 – 24
Dense	30 – 50	24 – 40
Very Dense	Greater than 50	Greater than 40

<i>Silts and Clays</i>		
Consistency	Safety Hammer SPT N-Value (Blow/Foot)	Automatic Hammer SPT N-Value (Blow/Foot)
Very Soft	Less than 2	Less than 1
Soft	2 – 4	1 – 3
Firm	4 – 8	3 – 6
Stiff	8 – 15	6 – 12
Very Stiff	15 – 30	12 – 24
Hard	Greater than 30	Greater than 24

FDOT Classification of Highway Subgrade Materials (modified AASHTO classification)

General Classification	Granular Materials (35% or less passing No. 200)										Silt-clay materials (MORE THAN 35% PASSING NO. 200)							
Group Classification	A-3		A-2								A-4		A-5		A-6		A-7	
			A-2-4		A-2-5		A-2-6		A-2-7								A-7-5	A-7-6
Sieve analysis, percent passing: No. 10 No. 40 No. 200	- 51 min. ≤5	- 51 min. 5 – 10	- - ≤12	- - 12 – 35	- - ≤12	- - 12 – 35	- - ≤12	- - 12 – 35	- - ≤12	- - 12 – 35	- - 36 – 50	- - ≥50	- - 36 – 50	- - ≥50	- - 36 – 50	- - ≥50	- - 36 – 50	- - ≥50
Characteristics of fraction passing No. 40: Liquid Limit Plasticity Index	- NP	- NP	40 max. 10 max.		41 min. 10 max.		40 max. 11 min.		41 min. 11 min.		40 max. 10 max.		41 min. 10 max.		40 max. 11 min.		41 min. 11 min.*	
Usual types of significant constituent materials	sand	sand w/silt or sand w/clay	sand w/silt	silty sand	sand w/silt or sand w/clay	silty sand or clayey sand	sand w/clay	clayey sand	sand w/clay	clayey sand	very silty sand	silt	very silty sand	silt	very clayey sand	clay	very clayey sand	clay

* Plasticity Index of A-7-5 subgroup is equal to or less than LL minus 30. Plasticity index of A-7-6 subgroup is greater than LL minus 30.

NOTE: Highly organic soils classify as A-8.

ORGANIC MATERIAL MODIFIERS	
Modifier	Organic Content
Trace	1% to 2%
Few	2% to 5%
Some	5% to 8%
Many	>8%

APPENDIX B

ASPHALT PAVEMENT PHOTOGRAPHS



B1

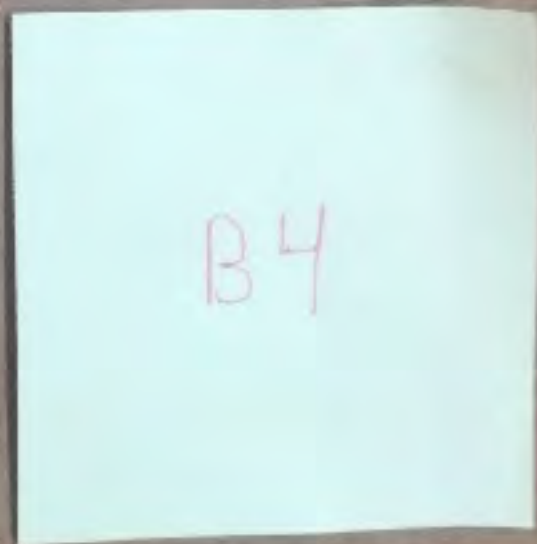


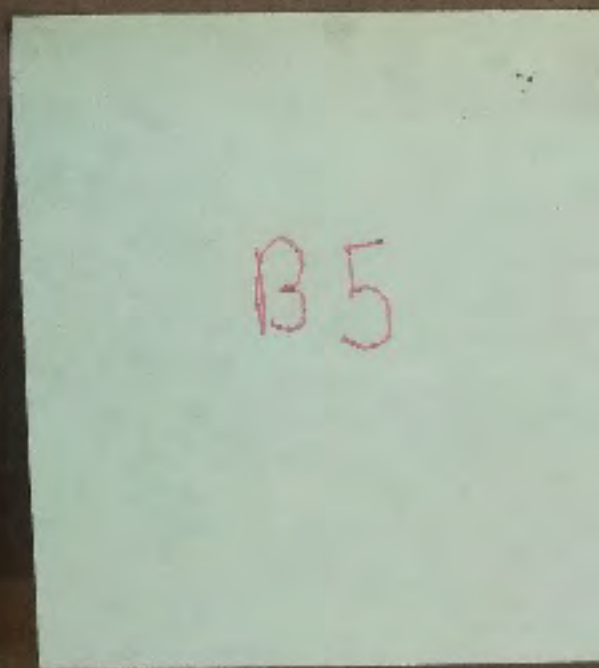
WESTCOTT
Since 1872®

B2



B3





APPENDIX C

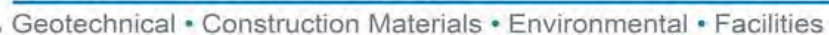
SUMMARY OF SIEVE ANALYSIS TEST RESULTS

PARTICLE SIZE DISTRIBUTION REPORTS

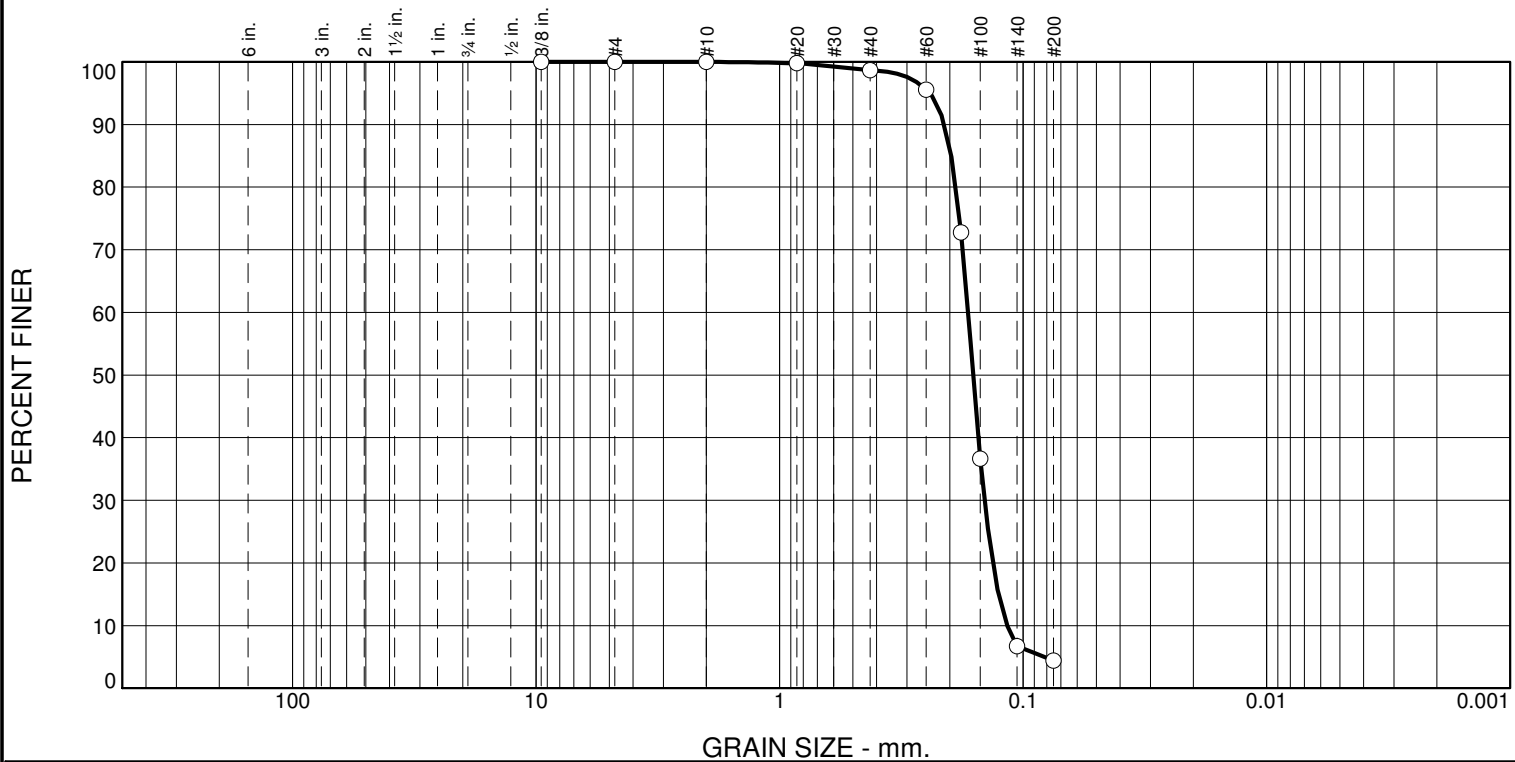
BEARING RATIO TEST REPORT

COMPACTION TESTREPORT

LABORATORY TEST PROCEDURES

[illegible]

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	1.3	94.3	4.4	

Test Results (ASTM C 136 & ASTM C 117)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3/8"	100.0		
#4	100.0		
#10	100.0		
#20	99.8		
#40	98.7		
#60	95.6		
#80	72.8		
#100	36.6		
#140	6.7		
#200	4.4		

* (no specification provided)

Material Description		
Fine Sand trace Silt		
Atterberg Limits (ASTM D 4318)		
PL=	LL=	PI=
Classification		
USCS (D 2487)=	SP	AASHTO (M 145)=
Coefficients		
D ₉₀ = 0.2107	D ₈₅ = 0.1977	D ₆₀ = 0.1683
D ₅₀ = 0.1605	D ₃₀ = 0.1441	D ₁₅ = 0.1262
D ₁₀ = 0.1164	C _u = 1.45	C _c = 1.06
Remarks		
Date Received: _____ Date Tested: _____		
Tested By: SB		
Checked By: SB		
Title: _____		

Source of Sample: B1 - 1 Depth: 0.00-2.00
 Sample Number: D4S-2

Date Sampled: _____

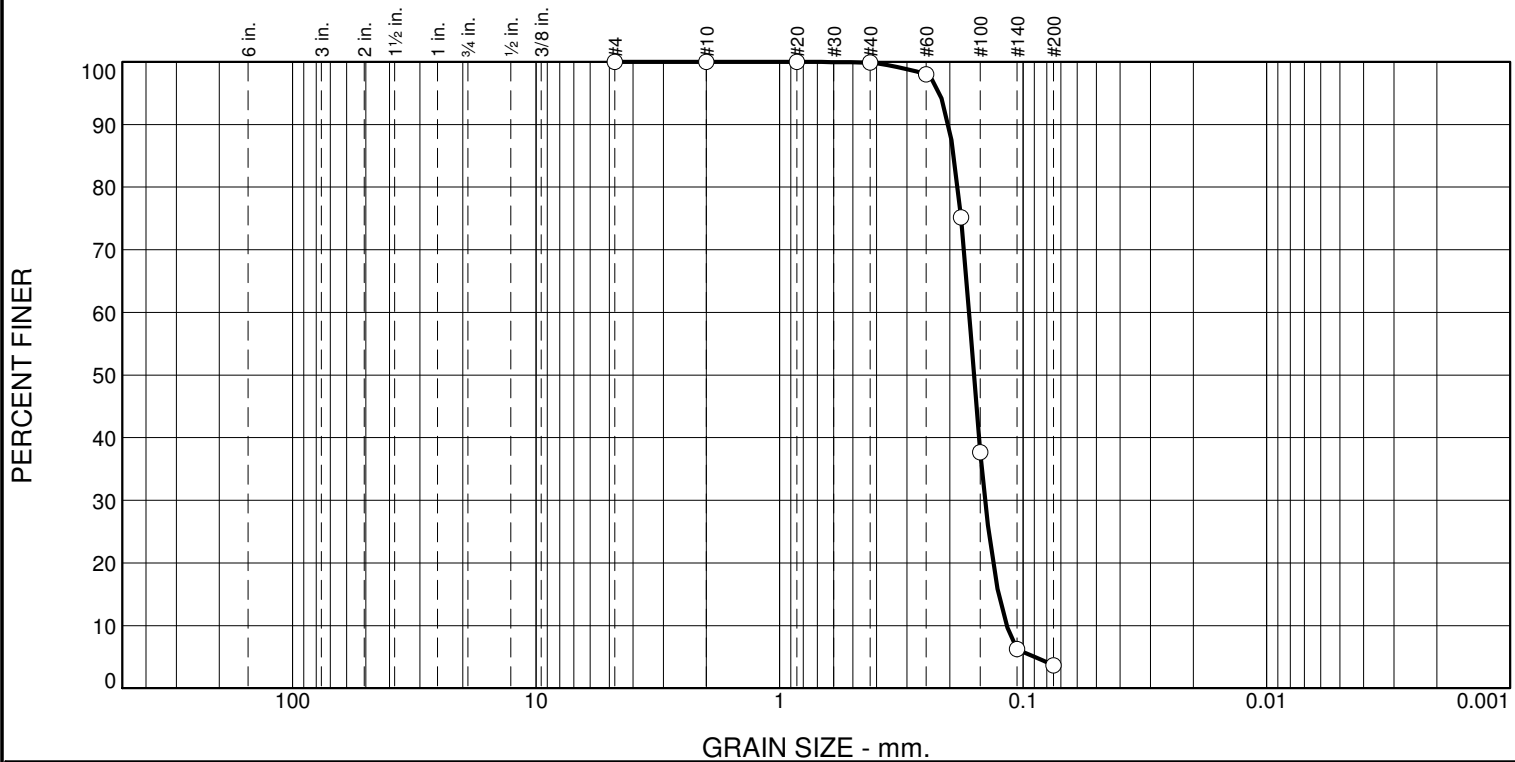


Client: Passero Associates
 Project: Fernandina Beach Municipal Airport; Runway 4-22 Rehab

Project No: 29307

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.1	96.2	3.7	

Test Results (ASTM C 136 & ASTM C 117)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
#4	100.0		
#10	100.0		
#20	100.0		
#40	99.9		
#60	98.0		
#80	75.2		
#100	37.7		
#140	6.2		
#200	3.7		

* (no specification provided)

Material Description		
Fine Sand trace Silt		
Atterberg Limits (ASTM D 4318)		
PL=	LL=	PI=
Classification		
USCS (D 2487)=	SP	AASHTO (M 145)=
Coefficients		
D ₉₀ = 0.2028	D ₈₅ = 0.1928	D ₆₀ = 0.1668
D ₅₀ = 0.1593	D ₃₀ = 0.1434	D ₁₅ = 0.1261
D ₁₀ = 0.1170	C _u = 1.43	C _c = 1.05
Remarks		
Date Received: _____ Date Tested: _____		
Tested By: SB		
Checked By: SB		
Title: _____		

Source of Sample: B2 - 2 Depth: 2.00-4.00
Sample Number: D4S-3

Date Sampled: _____

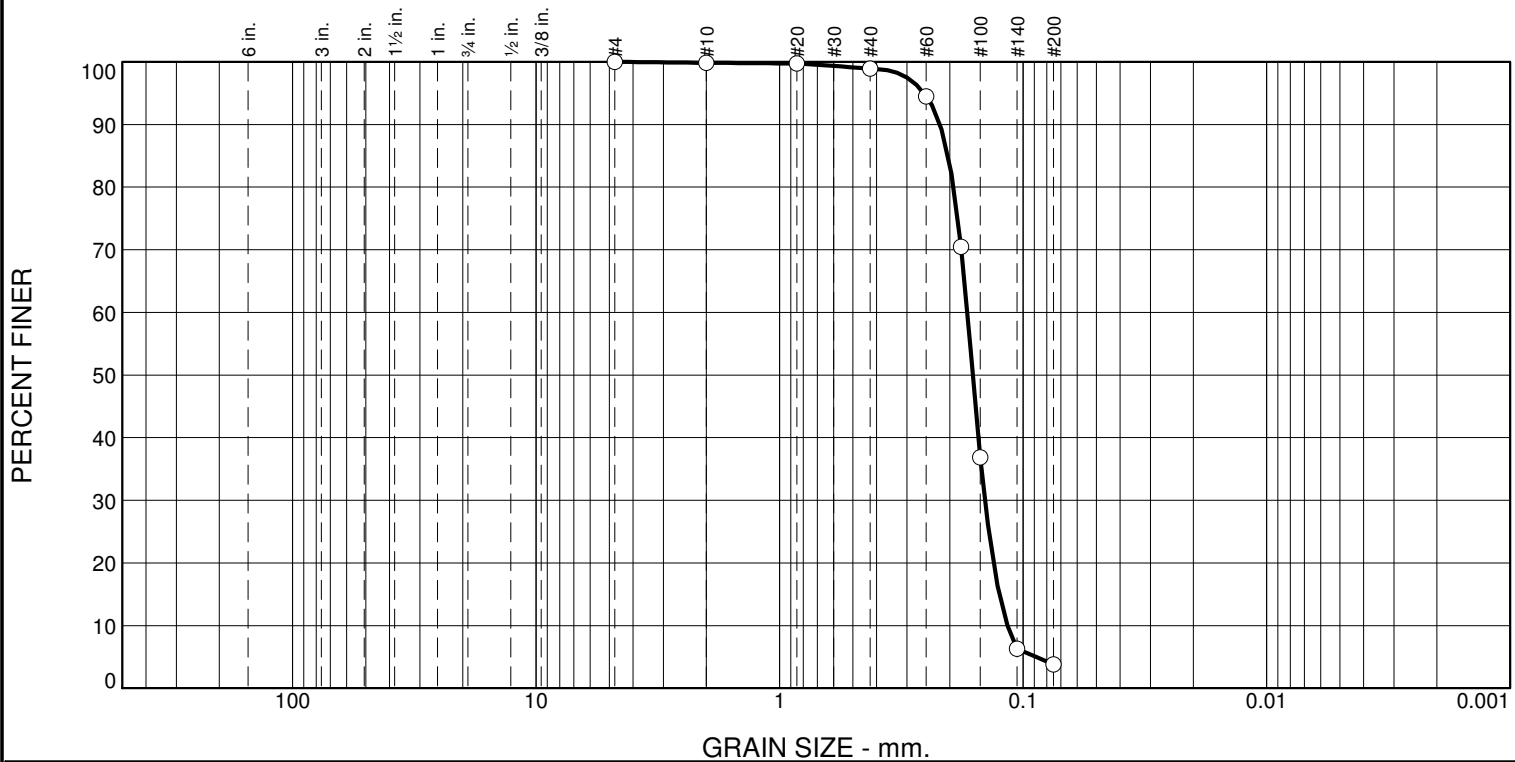


Client: Passero Associates
Project: Fernandina Beach Municipal Airport; Runway 4-22 Rehab

Project No: 29307

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.1	1.0	95.1	3.8	

Test Results (ASTM C 136 & ASTM C 117)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
#4	100.0		
#10	99.9		
#20	99.7		
#40	98.9		
#60	94.5		
#80	70.5		
#100	36.9		
#140	6.3		
#200	3.8		

* (no specification provided)

Material Description

Fine Sand trace Silt

Atterberg Limits (ASTM D 4318)

PL= LL= PI=

Classification

USCS (D 2487)= SP AASHTO (M 145)=

Coefficients

D₉₀= 0.2195 D₈₅= 0.2035 D₆₀= 0.1696
D₅₀= 0.1610 D₃₀= 0.1436 D₁₅= 0.1253
D₁₀= 0.1161 C_u= 1.46 C_c= 1.05

Remarks

Date Received: _____ Date Tested: _____

Tested By: SB

Checked By: SB

Title: _____

Source of Sample: B3 - 1
Sample Number: D4S-4

Depth: 0.00-2.00

Date Sampled:



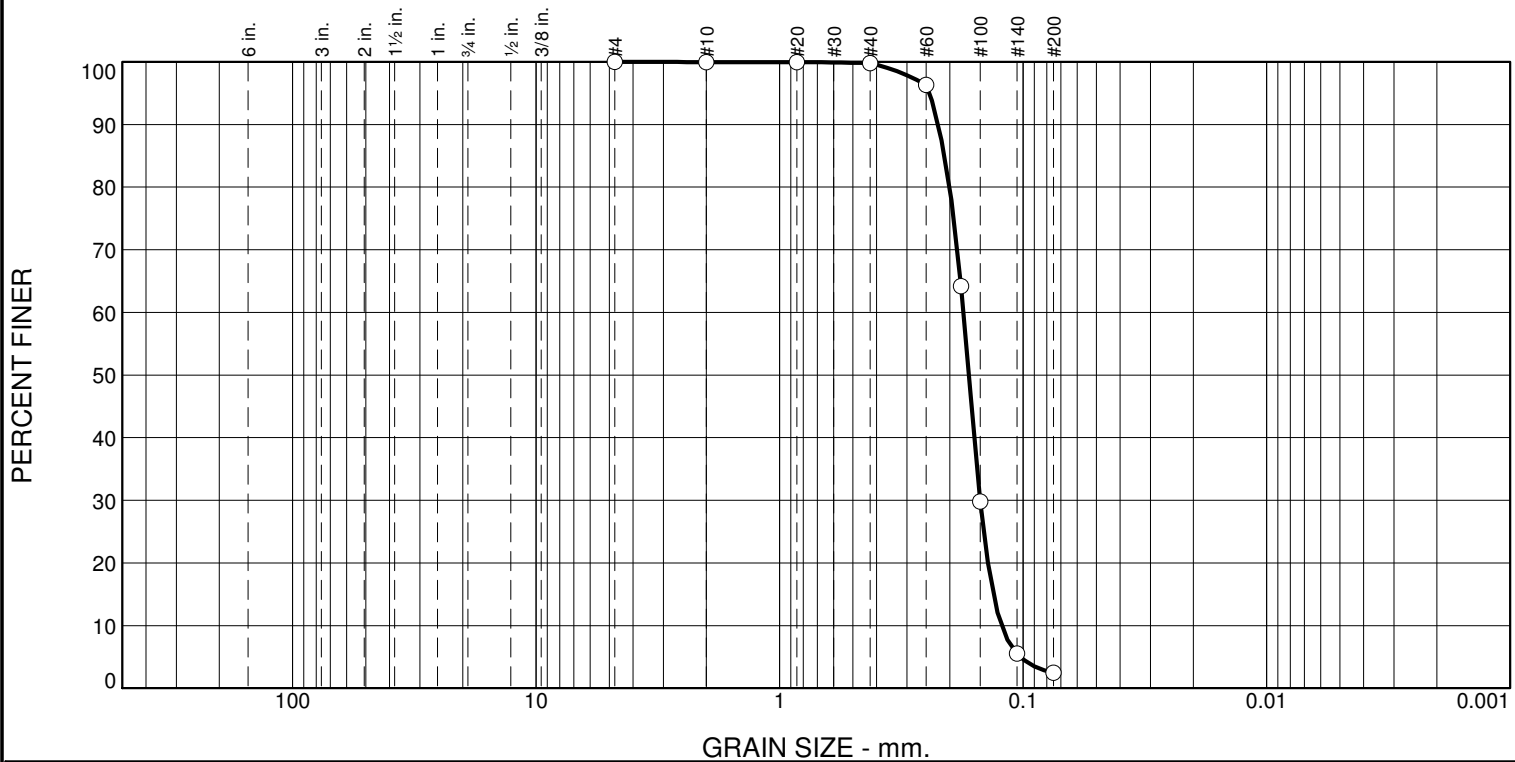
Client: Passero Associates

Project: Fernandina Beach Municipal Airport; Runway 4-22 Rehab

Project No: 29307

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.2	97.4	2.4	

Test Results (ASTM C 136 & ASTM C 117)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
#4	100.0		
#10	100.0		
#20	100.0		
#40	99.8		
#60	96.3		
#80	64.2		
#100	29.8		
#140	5.5		
#200	2.4		

* (no specification provided)

Material Description

Fine Sand trace Silt

Atterberg Limits (ASTM D 4318)

PL= LL= PI=

Classification

USCS (D 2487)= SP AASHTO (M 145)=

Coefficients

D₉₀= 0.2233 D₈₅= 0.2104 D₆₀= 0.1759
D₅₀= 0.1671 D₃₀= 0.1502 D₁₅= 0.1326
D₁₀= 0.1229 C_u= 1.43 C_c= 1.04

Remarks

Date Received: Date Tested:

Tested By: SB

Checked By: SB

Title:

Source of Sample: B4 - 7 Depth: 2.00-4.00
Sample Number: D4S-5

Date Sampled:

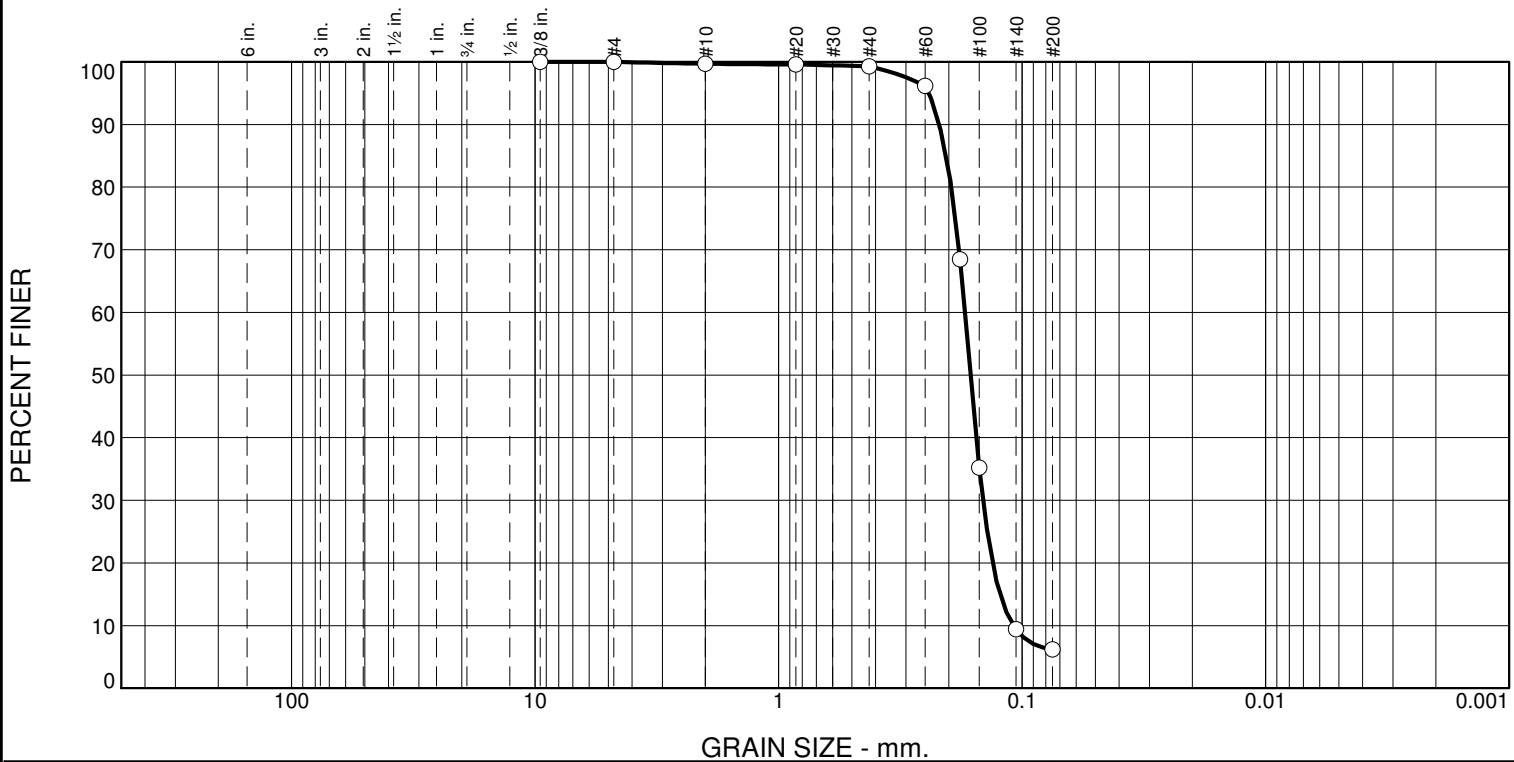


Client: Passero Associates
Project: Fernandina Beach Municipal Airport; Runway 4-22 Rehab

Project No: 29307

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.3	0.4	93.1	6.2	

Test Results (ASTM C 136 & ASTM C 117)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3/8"	100.0		
#4	100.0		
#10	99.7		
#20	99.6		
#40	99.3		
#60	96.2		
#80	68.5		
#100	35.2		
#140	9.4		
#200	6.2		

* (no specification provided)

Material Description		
Fine Sand with Silt		
Atterberg Limits (ASTM D 4318)		
PL=	LL=	PI=
Classification		
USCS (D 2487)=	AASHTO (M 145)=	
Coefficients		
D ₉₀ = 0.2189	D ₈₅ = 0.2053	D ₆₀ = 0.1716
D ₅₀ = 0.1628	D ₃₀ = 0.1448	D ₁₅ = 0.1234
D ₁₀ = 0.1087	C _u = 1.58	C _c = 1.12
Remarks		
Date Received: _____ Date Tested: _____		
Tested By: SB		
Checked By: SB		
Title: _____		

Source of Sample: B5 - 1 Depth: 0.00-2.00
Sample Number: D4S-6

Date Sampled: _____



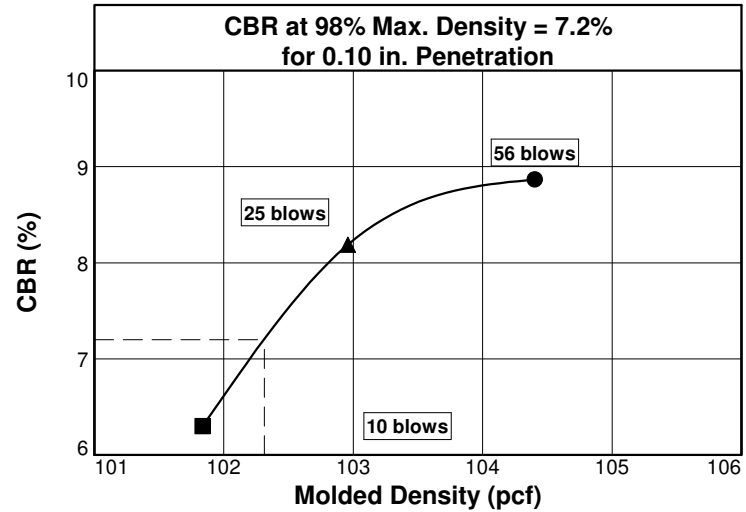
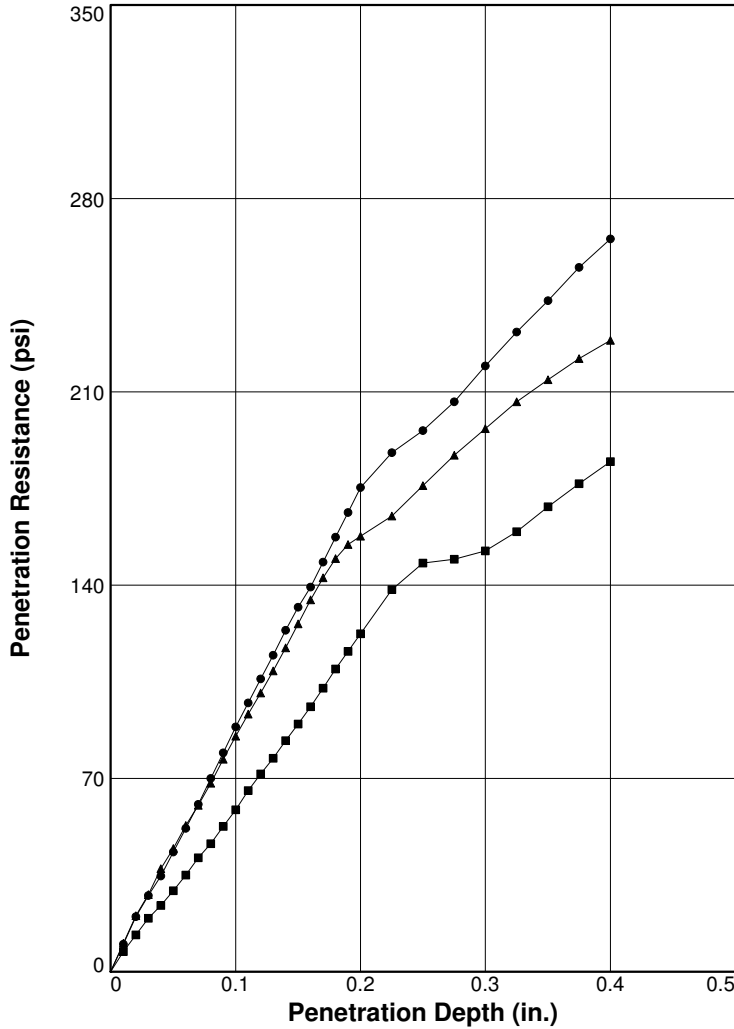
Client: Passero Associates
Project: Fernandina Beach Municipal Airport; Runway 4-22 Rehab

Project No: 29307

Figure

BEARING RATIO TEST REPORT

ASTM D1883-14



	Molded			Soaked			CBR (%)		Linearity Correction (in.)	Surcharge (lbs.)	Max. Swell (%)
	Density (pcf)	Percent of Max. Dens.	Moisture (%)	Density (pcf)	Percent of Max. Dens.	Moisture (%)	0.10 in.	0.20 in.			
1 ○	104.4	100	14.6				8.9	11.7	0.000	10	0
2 △	103.0	98.7	14.6				8.2	10.4	-0.004	10	0
3 □	101.8	97.5	14.3				6.3	8.4	0.006	10	0
Material Description							USCS	Max. Dens. (pcf)	Optimum Moisture (%)	LL	PI
Brown Fine Sand											

Project No: 29307

Project: Fernandina Beach Municipal Airport; Runway 4-22 Rehab

Source of Sample: Borng B3 **Depth:** 0.00-0.10

Sample Number: D4S-1

Date:

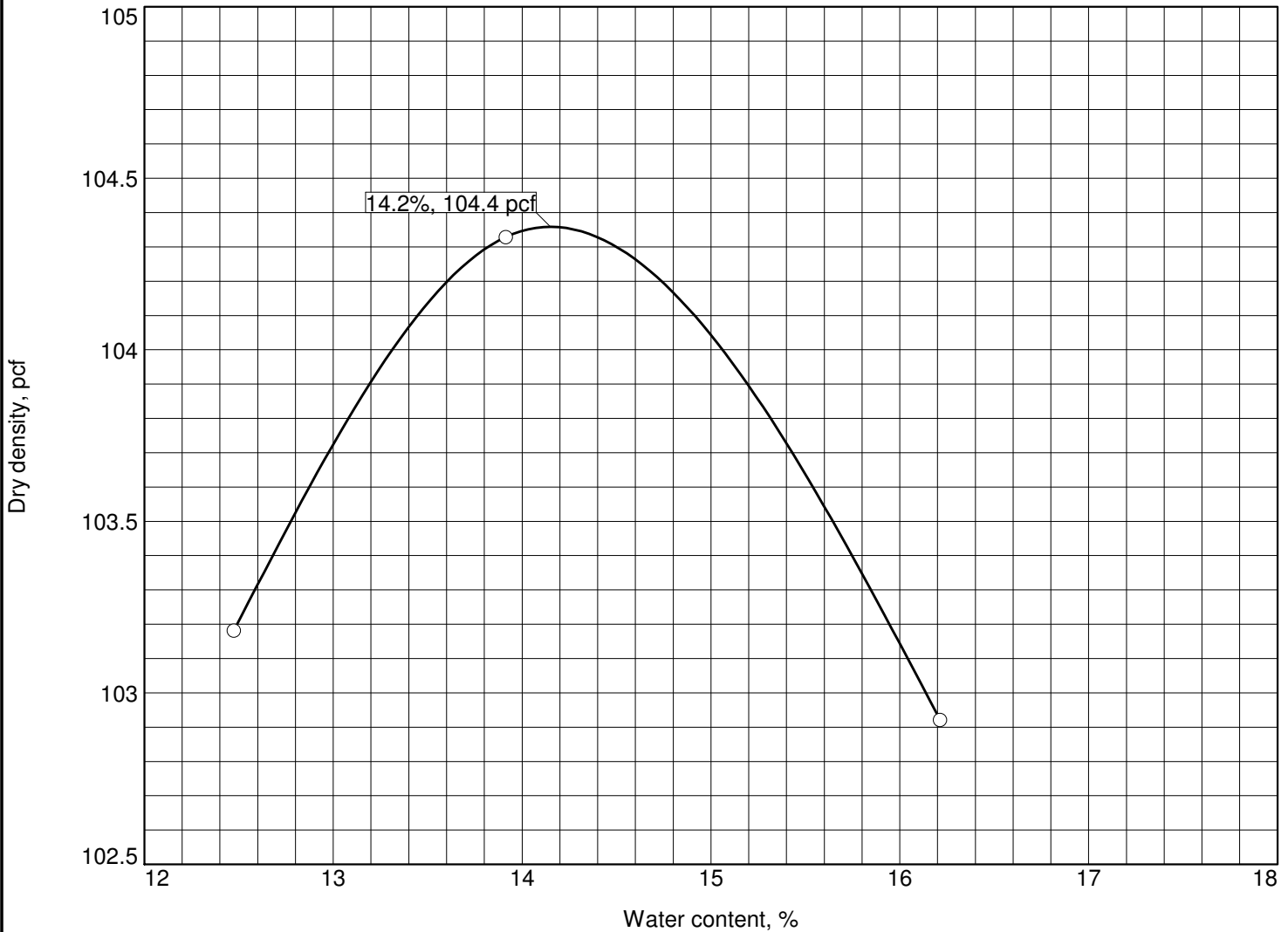
Test Description/Remarks:



Phone: (904) 880-0960
Fax: (904) 880-0970

Figure _____

COMPACTION TEST REPORT



Test specification: ASTM D 1557-12 Method C Modified

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > 3/4 in.	% < No.200
	USCS	AASHTO						
0.00-0.10	SP			2.7		NP		

TEST RESULTS		MATERIAL DESCRIPTION
Maximum dry density = 104.4 pcf Optimum moisture = 14.2 %		Brown Fine Sand
Project No. 29307 Client: Passero Associates Project: Fernandina Beach Municipal Airport; Runway 4-22 Rehab ☐ Source of Sample: Borng B3 Sample Number: D4S-1		Remarks:
ECS FLORIDA, LLC 7064 Davis Creek Road Jacksonville, Florida 32256 Phone: (904) 880-0960 Fax: (904) 880-0970		

Figure

Figure

Tested By: BS Checked By: SB

LABORATORY TEST PROCEDURES

Natural Moisture Content

The water content of the sample tests was determined in general accordance with the latest revision of ASTM D 2216. The water content is defined as the ratio of “pore” or “free” water in a given mass of material to the mass of solid material particles.

ADDENDUM NO. 1

FOR

City of Fernandina Beach Fernandina Beach Municipal Airport (FHB)



RUNWAY 4-22 REHABILITATION

PREPARED BY:



PASSERO ASSOCIATES
engineering architecture

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

The following items are clarifications, corrections or additions to the contract documents. **THIS ADDENDUM TAKES PRECEDENCE OVER THE ORIGINAL PARTS OF THE CONTRACT DOCUMENTS.**

All the parts of the contract documents, not specifically modified by this or other addenda, remain in full force and effect.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT IS THE BIDDER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

Bidders are hereby informed that this Addendum forms a part of the Contract which is amended as contained below and as attached. **Bidder/Vendor should not assume contract award until after final bid review and recommendation of award.**

Receipt of this Addendum shall be acknowledged on Bid Form BF-24 included in the Bid section of the Contract Documents and submitted as part of the Bidder's Proposal. Failure to acknowledge receipt of Addendum may be grounds for rejection of the bid proposal.

CHANGES TO BID FORMS

REMOVE Pages BF-7(1) – BF-7(9) and **REPLACE** with BF-7(1) – BF-7(9) Addendum No. 1. Included as Attachment.

CHANGE TO CONTRACT AGREEMENT

Article 6 – Liquidated Damages, REVISE the 2nd Paragraph as:

“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 One Thousand Dollars (\$1,000.00) per calendar day for each calendar day beyond the Final Completion.”

CHANGE TO TECHNICAL SPECIFICATIONS

T-905 – Topsoil, REVISE the section 905-3.2 as:

“Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Engineer, to a minimum depth of 4 inches (100 mm) to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches (50 mm) in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.”

T-905 – Topsoil, REVISE the section 905-3.4 as:

“The topsoil shall be evenly spread on the prepared areas to a uniform depth of 4 inches (100 mm) after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to

the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches (50 mm) or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the Engineer. The compacted topsoil surface shall conform to the required lines, grades, and cross sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.”

CHANGE TO CONSTRUCTION DRAWINGS

1. **Sheet C-201 Revised:**
 - a. The temporary fence shown around the Contractor Employee Parking and Contractor Staging Area shall be considered incidental to the project, and **the associated cost shall be included in Item C-106-4.1, Maintenance and Protection Of Traffic.**
2. **Sheet C-202 Revised:**
 - a. **Note 1** under the Phase 1 Construction Phasing Notes – **REVISED** “120 calendar days” to “**100 calendar days**”.
 - b. **In Phase 1 Work Area Note - REVISED** “Relocation” to “**Reconstruction**”.
3. **Sheet C-203 Revised:**
 - a. **Note 1** under the Phase 2 Construction Phasing Notes – **REVISED** “45 calendar days” to “**25 calendar days**”.
4. **Sheet C-204 Revised:**
 - a. **Note 4** under the Phase 3 Construction Phasing Notes - **REVISED** “Runways 9-27 and 13-31” to “**Runway 13-31**”.
 - b. **In Note** regarding threshold light work - **ADD** “Threshold Light Relocation” after “Runway 9-27”.
5. **Sheet C-402 Revised:**
 - a. In Proposed Section 1, Station 9+99.15 to 14+40, **REVISED** Bituminous Tack Coat Item Number **FROM P-403 TO P-603.**
 - b. In Proposed Section 2, Station 14+40 to 48+00, **REVISED** Bituminous Tack Coat Item Number **FROM P-605 TO P-603.**
6. **Sheets L-700 through L-705 REISSUED as a part of this Addendum. (See attached)**
7. **Sheet C-900 Revised:**
 - a. In the Runway Threshold Markings text box, **REVISED** “write” to “**white**”.
 - b. The dimension arrow for the numeral “4” closest to the runway threshold bars is incorrect. The correct location is contiguous to the 40’ dimension line. **The total height of the numeral “4” should be 60’.**
8. **Sheet L-901 Revised:**
 - a. **REVISED** sheet number **FROM L-901 TO C-901.**

- b. **CLARIFICATION** – The Runway Aiming Point Markings should be located 1,020 LF from the runway threshold and should be spaced 24' from the runway centerline to the inner sides of the aiming point markings on each side of the runway centerline.

9. **Sheet C-903 Revised:**

- a. **CLARIFICATION** – The Runway Aiming Point Markings should be located 1,020 LF from the runway threshold and should be spaced 24' from the runway centerline to the inner sides of the aiming point markings on each side of the runway centerline.

10. **Sheet C-904 Revised:**

- a. The dimension arrow for the 250' dimension closest to the runway numeral designation is incorrect. The correct location is contiguous to the 60' dimension line of the runway numeral designation. The 40' dimension shown between the runway centerline and the runway numeral designation is correct.

11. **Sheet C-950 Revised:**

- a. In the Runway 22 End Threshold Markings detail, **REVISED** 12" White Runway Centerline Marking to **18" White Runway Centerline Marking**.
- b. In the Runway 22 End Threshold Markings detail, **REVISED** 12" White Runway Centerline Marking to **18" White Runway Centerline Marking**.
- c. **CLARIFICATION** – In the Runway 22 End Threshold Markings detail, the tail lines for the arrowheads are also 3' wide.

QUESTIONS AND CLARIFICATIONS

Q1 140 days contract time is on the low side. Would the owner consider 210 days for project time?

A1 The Contract time shall remain 140 calendar days.

Q2 Liquidated Damages (See Project Specifications)

a) Pgs. 22 and 161 of 399 state \$1000 /day.

b) Pg. 67 of 399 Article 6 states \$5000 per day for the first 20 days past substantial completion, then \$1000 per day for the 21: day beyond substantial completion and forward and \$500 per day past final completion date.

Which liquidated damages amount is correct as \$5000 per day is extreme?

A2 The draft Contract Agreement Liquidated damage amount is revised in Addendum No. 1 to be \$1000/calendar day.

Q3 The Bid Form has duplicate activities. Please list only one activity for P-101-5.2, P-211-5.2, P-401-8.1, P-620-5.2, L-109-7.1 and L-125-5.4.

A3 The Bid Forms BF1-7 are re-issued in Addendum No. 1.

Q4 DBE (Pg. 45 of 399 - Project Specifications), calls for 10.45% utilization of DBE. Please consider reducing this percentage requirement as the only available DBE's would be for trucking and Sod which would be difficult to reach with the asphalt being the controlling monetary activity for the project.

- A4 The DBE Goal established for this project is 10.45%. If the Goal cannot be met document good faith efforts.
- Q5 Builder's Risk (Pg. 80 of 399 - Project Specifications), item 9 calls for builder's risk insurance. Please consider deleting this requirement as it would cover only a possible small amount of lighting materials stored on site and nothing for the total runway cost.
- A5 The Successful bidder shall have Builder's Risk insurance per requirements of Article 16.9.
- Q6 Removal of foreign substances/contaminants prior to overlay and remark (Pg. 207 of 399 - Project Specifications), paragraph 101-3 .3. Does the owner anticipate any required removal prior to paint of the existing pavement to remain? If so, please add the activity and a quantity to the Bid Form.
- A6 Pavement marking removal is not required. Existing pavement surface shall be prepared per the requirements of Item P-620 prior to paint to being applied.
- Q7 Plan bid quantities are omitted or not match activity shown on the drawings. Please revise the Bid Form.
- A7 The Bid Forms are re-issued in Addendum No.1.
- Q8. Specification T-905 Topsoil calls for placement at 2" thickness but the plan item calls for 4" thickness. Please clarify what thickness is required for the project.
- A8 The T-905 Topsoil technical specification has been revised as stated above and requires an installation thickness of 4".

ATTACHMENTS

1. BID FORM BF7(1)-BF7(9)
2. CONSTRUCTION DRAWINGS SHEET C701-C705
3. PRE-BID MEETING PRESENTATION, dated 4/17/2020

End of Addendum No. 1

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-100-14.1	1 LS	CONTRACTOR QUALITY CONTROL, INCLUDING TESTING	\$	\$
		DOLLARS PER LS		
C-102-5.1	1 LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$	\$
		DOLLARS PER LS		
C-102-5.2	1,400 LF	SILT FENCE	\$	\$
		DOLLARS PER LF		
C-102-5.3	1 EA	INLET PROTECTION	\$	\$
		DOLLARS PER EA		
C-105-6.1	1 LS	MOBILIZATION	\$	\$
		DOLLARS PER LS		
C-106-4.1	1 LS	MAINTENANCE AND PROTECTION OF TRAFFIC	\$	\$
		DOLLARS PER LS		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-107-3.1	1 LS	CONSTRUCTION PROGRESS AERIAL PHOTOS	\$	\$
		DOLLARS PER LS		
C-108-8.1	1 LS	PROJECT SURVEY, STAKEOUT AND RECORD DRAWINGS	\$	\$
		DOLLARS PER LS		
P-101-5.1	5,800 SY	BITUMINOUS PAVEMENT REMOVAL, FULL DEPTH	\$	\$
		DOLLARS PER SY		
P-101-5.2	43,000 SY	BITUMINOUS PAVEMENT REMOVAL, VARIABLE DEPTH (3-INCH OR LESS)	\$	\$
		DOLLARS PER SY		
P-152-4.1	1,700 CY	UNCLASSIFIED EXCAVATION	\$	\$
		DOLLARS PER CY		
P-152-4.2	1,200 CY	EMBANKMENT IN PLACE	\$	\$
		DOLLARS PER CY		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-160-8.1	5,000 SY	12-INCH SUBGRADE STABILIZATION	\$	\$
		DOLLARS PER SY		
P-211-5.1	150 SY	LIMEROCK BASE COURSE, 4-INCH	\$	\$
		DOLLARS PER SY		
P-211-5.2	6,100 SY	LIMEROCK BASE COURSE, 10-INCH	\$	\$
		DOLLARS PER SY		
P-401-8.1	6,300 TON	BITUMINOUS SURFACE COURSE, 2-INCH	\$	\$
		DOLLARS PER TON		
P-401-8.2	50 TON	BITUMINOUS LEVELING COURSE	\$	\$
		DOLLARS PER TON		
P-603-5.1	1,500 GAL	PRIME COAT	\$	\$
		DOLLARS PER GAL		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-603-5.1	9,900 GAL	TACK COAT	\$	\$
		DOLLARS PER GAL		
P-610-5.1	768 SF	CONCRETE THRESHOLD BAR, 4-INCH	\$	\$
		DOLLARS PER SF		
P-620-5.1	75,600 SF	TEMPORARY RUNWAY/TAXIWAY MARKING	\$	\$
		DOLLARS PER SF		
P-620-5.2	71,600 SF	RUNWAY/TAXIWAY MARKING, WHITE, WITH GLASS BEADS	\$	\$
		DOLLARS PER SF		
P-620-5.3	4,000 SF	RUNWAY/TAXIWAY MARKING, YELLOW, WITH GLASS BEADS	\$	\$
		DOLLARS PER SF		
P-620-5.4	17,000 SF	TAXIWAY/RUNWAY MARKING, BLACK	\$	\$
		DOLLARS PER SF		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-621-5.1	47,000 SY	PAVEMENT GROOVING	\$	\$
		DOLLARS PER SY		
D-702-6.1	615 LF	30-INCH REINFORCED CONCRETE PIPE LINING	\$	\$
		DOLLARS PER LF		
D-751-5.1	1 EA	REMOVE INLET	\$	\$
		DOLLARS PER EA		
D-751-5.2	1 EA	FDOT TYPE E DITCH BOTTOM INLET	\$	\$
		DOLLARS PER EA		
T-904-5.1	2,500 SY	SODDING	\$	\$
		DOLLARS PER SY		
T-905-5.1	300 CY	TOPSOIL PLACEMENT, 4-INCH	\$	\$
		DOLLARS PER CY		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-108-5.1	1 LS	ELECTRICAL DEMOLITION, CABLE	\$	\$
		DOLLARS PER LS		
L-108-5.2	19,000 LF	1/C NO. 8 AWG 5KV L-824 TYPE C CABLE, INSTALLED IN EXISTNG OR NEW CONDUIT	\$	\$
		DOLLARS PER LF		
L-108-5.3	500 LF	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING BACKFILL, GROUND RODS AND GROUND CONNECTORS	\$	\$
		DOLLARS PER LF		
L-109-7.1	1 LS	REMOVE EXISTING CONSTANT CURRENT REGULATOR	\$	\$
		DOLLARS PER LS		
L-109-7.2	1 EA	7.5 KW CONSTANT CURRENT REGULATOR AND NECESSARY CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-110-5.1	500 LF	2-INCH PVC CONDUIT, INSTALLED IN TRENCH	\$	\$
		DOLLARS PER LF		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-125-5.1	1 LS	ELECTRICAL DEMOLITION, LIGHTS	\$	\$
		DOLLARS PER LS		
L-125-5.2	2 EA	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.3	56 EA	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.4	16 EA	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.5	8 EA	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.6	8 EA	L-850C FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-125-5.7	1 EA	L-867D JUNCTION CAN WITH BLANK LID	\$	\$
		DOLLARS PER EA		
L-126-7.1	1 FIXED	FLIGHT CHECK	\$12,000.00	\$12,000.00
		TWELVE THOUSAND DOLLARS AND NO CENTS		
		FIXED DOLLAR AMOUNT		

TOTAL BASE BID: \$_____

BID FORM

BID ALTERNATE NO. 1				
X-100-3.1	1 LS	CHANGE IN CONTRACT AMOUNT TO DELAY START OF CONSTRUCTION TO MARCH 15, 2021	\$	\$
		DOLLARS PER LS		

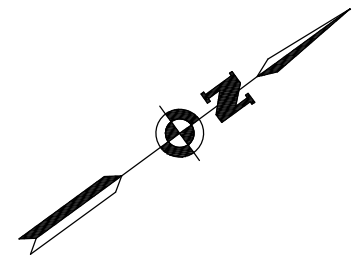
TOTAL BID ADDITIVE NO. 1: \$_____

TOTAL BASE BID AND BID ADDITIVE NO. 1: \$_____



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40' 0 40'

ADDENDUM #1 SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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LIGHTING PLAN I

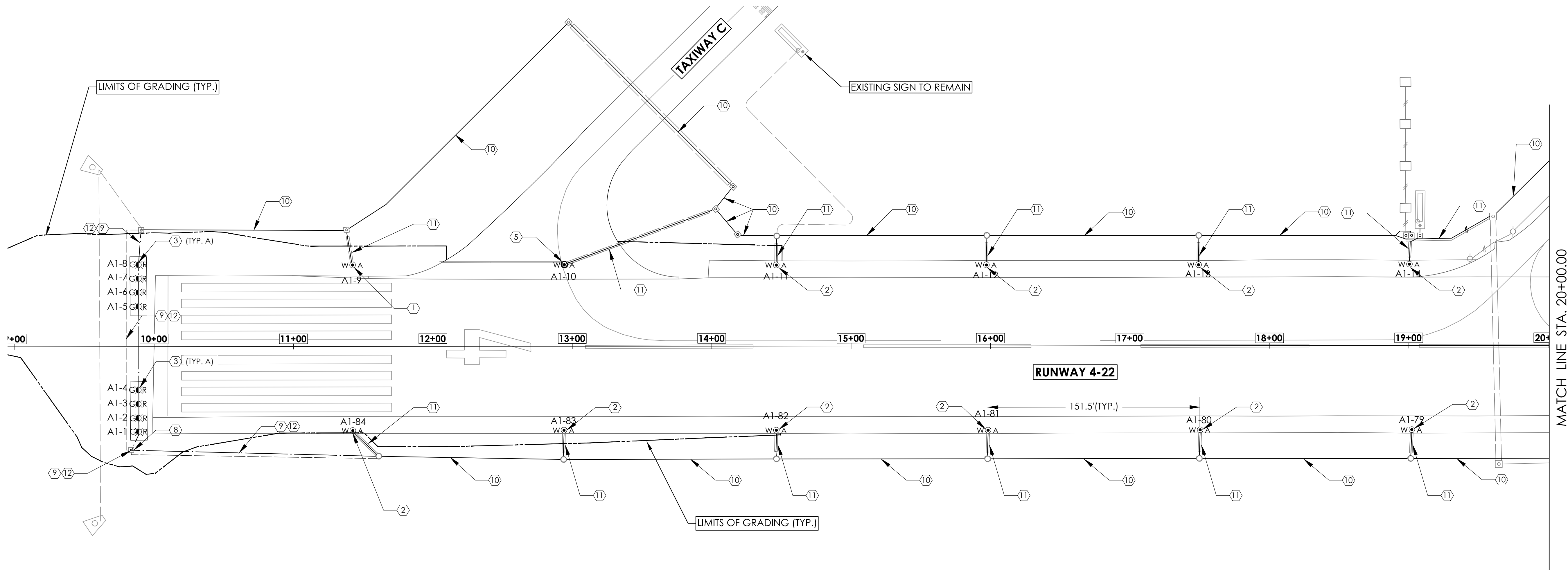
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
L-700

Date
APRIL 2020



LEGEND:

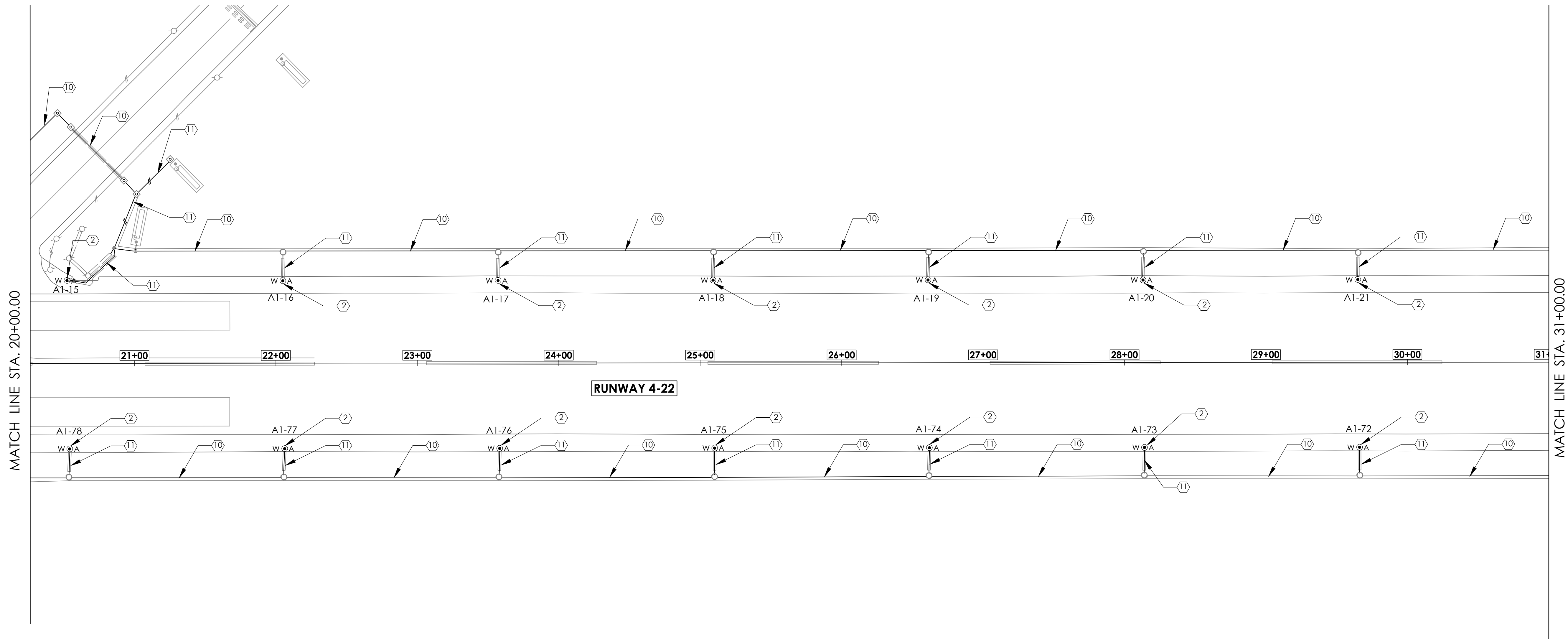
- EXISTING TAXIWAY LIGHT TO REMAIN
- EXISTING RUNWAY LIGHT TO REMAIN
- PROPOSED C-861 LED ELEVATED MEDIUM INTENSITY RUNWAY THRESHOLD LIGHT MOUNTED ON NEW L-867 BASE CAN. LENS COLOR NOTED
- PROPOSED L-861 LED, ELEVATED, MEDIUM INTENSITY RUNWAY EDGE LIGHT MOUNTED ON EXISTING L-867 BASE. LENS COLOR NOTED
- PROPOSED L-850C LED, FLUSH MOUNTED LIGHT ON EXISTING L-868 BASE CAN. LENS COLOR NOTED
- EXISTING ELECTRICAL JUNCTION CAN TO REMAIN
- EXISTING 12" 3-WAY, L-868 JUNCTION CAN (4" MIN. CONC. ENCASED)
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN PROPOSED 2" SCH. 40 PVC CONDUIT
- PROPOSED #6 BARE COPPER COUNTERPOISE
- (2)-#8 CABLES IN EXISTING CONDUIT

ELECTRICAL NOTES:

- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-850 FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- NOT USED.
- PROTECT EXISTING FLUSH MOUNTED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- INSTALL NEW L-867D JUNCTION CAN WITH BLANK LID.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN NEW 2-INCH PVC CONDUIT.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL NEW 2/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL #6 BARE COPPER COUNTERPOISE IN CONDUIT. CONNECT TO BASE CAN.

NOTES:

- SEE ELECTRICAL GENERAL NOTES ON SHEET L-705
- ANY ITEM NOT SPECIFICALLY MARKED TO BE REMOVED SHALL REMAIN AND BE PROTECTED



LEGEND:

- EXISTING TAXIWAY LIGHT TO REMAIN
- EXISTING RUNWAY LIGHT TO REMAIN
- PROPOSED C-861 LED ELEVATED MEDIUM INTENSITY RUNWAY THRESHOLD LIGHT MOUNTED ON NEW L-867 BASE CAN
- PROPOSED L-861 LED, ELEVATED, MEDIUM INTENSITY RUNWAY EDGE LIGHT MOUNTED ON EXISTING L-867 BASE
- PROPOSED L-850C LED, FLUSH MOUNTED LIGHT ON EXISTING L-868 BASE CAN
- EXISTING ELECTRICAL JUNCTION CAN TO REMAIN
- EXISTING 12" 3-WAY, L-868 JUNCTION CAN (4" MIN. CONC. ENCASED)
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN PROPOSED 2" SCH. 40 PVC CONDUIT
- PROPOSED #6 BARE COPPER COUNTERPOISE
- (2)-#8 CABLES IN EXISTING CONDUIT

ELECTRICAL NOTES:

- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-850 FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- NOT USED.
- PROTECT EXISTING FLUSH MOUNTED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- INSTALL NEW L-867D JUNCTION CAN WITH BLANK LID.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN NEW 2-INCH PVC CONDUIT.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL NEW 2/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL #6 BARE COPPER COUNTERPOISE IN CONDUIT. CONNECT TO BASE CAN.

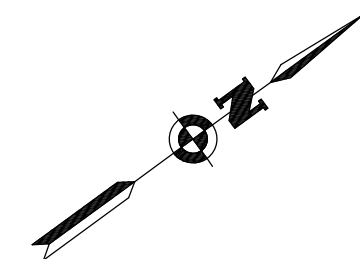
NOTES:

- SEE ELECTRICAL GENERAL NOTES ON SHEET L-705
- ANY ITEM NOT SPECIFICALLY MARKED TO BE REMOVED SHALL REMAIN AND BE PROTECTED



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50' 0 50'

ADDENDUM #1 SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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LIGHTING PLAN II

**RUNWAY 4-22
REHABILITATION**

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

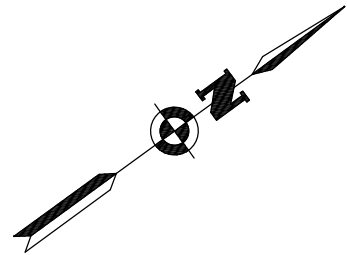
Drawing No.
L-701

Date
APRIL 2020



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50' 0 50'

ADDENDUM #1 SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 (904) 757-6106
St. Augustine, FL 32095

Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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LIGHTING PLAN III

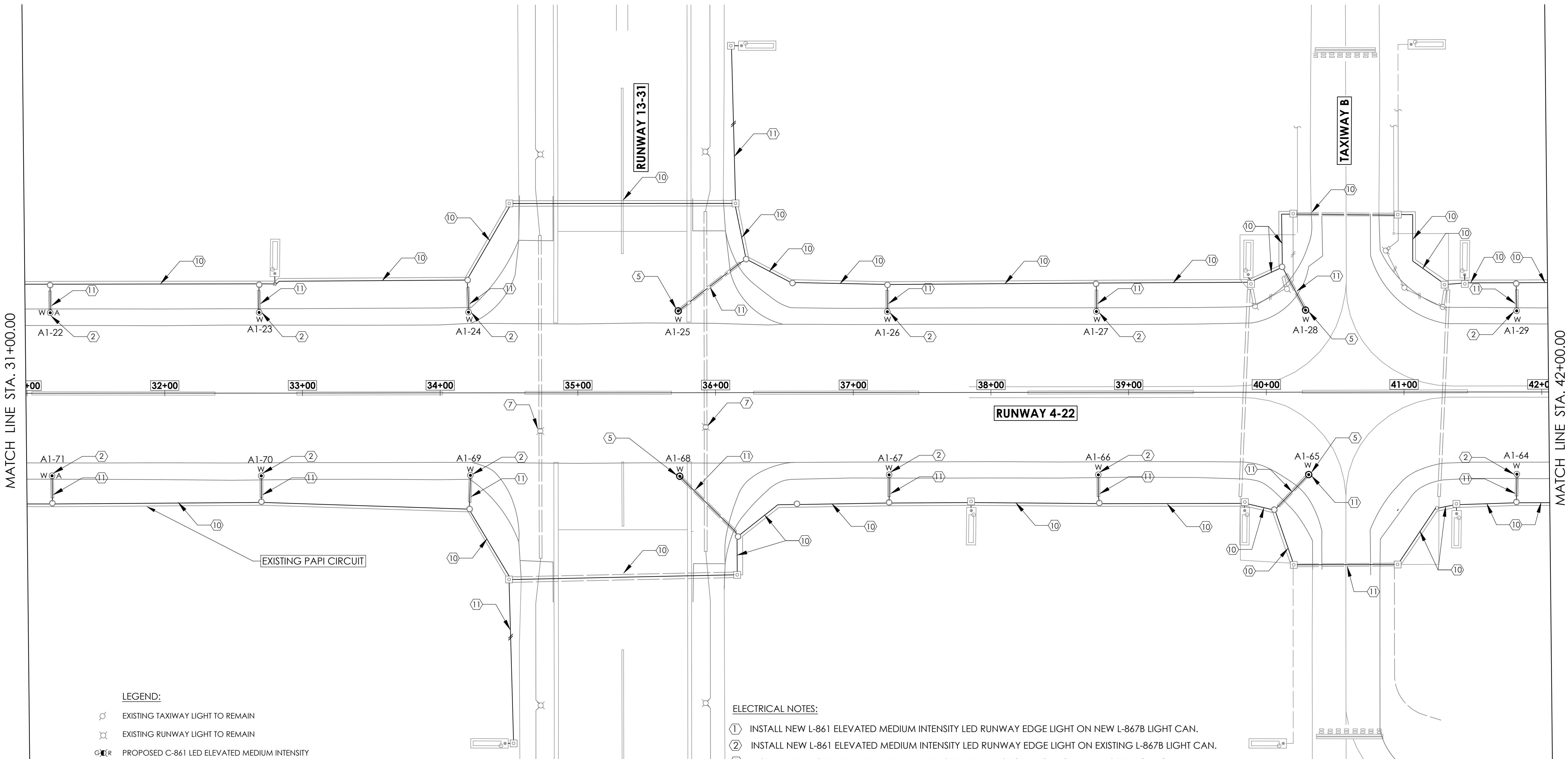
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
L-702

Date
APRIL 2020



LEGEND:

- EXISTING TAXIWAY LIGHT TO REMAIN
- EXISTING RUNWAY LIGHT TO REMAIN
- PROPOSED C-861 LED ELEVATED MEDIUM INTENSITY RUNWAY THRESHOLD LIGHT MOUNTED ON NEW L-867 BASE CAN
- PROPOSED L-861 LED, ELEVATED, MEDIUM INTENSITY RUNWAY EDGE LIGHT MOUNTED ON EXISTING L-867 BASE
- PROPOSED L-850C LED, FLUSH MOUNTED LIGHT ON EXISTING L-868 BASE CAN
- EXISTING ELECTRICAL JUNCTION CAN TO REMAIN
- EXISTING 12" 3-WAY, L-868 JUNCTION CAN (4" MIN. CONC. ENCASED)
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN PROPOSED 2" SCH. 40 PVC CONDUIT
- PROPOSED #6 BARE COPPER COUNTERPOISE
- (2)-#8 CABLES IN EXISTING CONDUIT

ELECTRICAL NOTES:

- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-850 FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- NOT USED.
- PROTECT EXISTING FLUSH MOUNTED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- INSTALL NEW L-867D JUNCTION CAN WITH BLANK LID.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN NEW 2-INCH PVC CONDUIT.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL NEW 2/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL #6 BARE COPPER COUNTERPOISE IN CONDUIT. CONNECT TO BASE CAN.

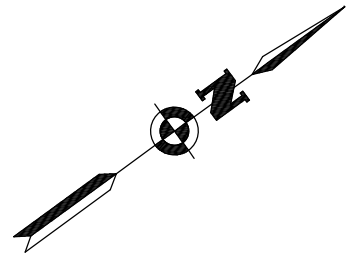
NOTES:

- SEE ELECTRICAL GENERAL NOTES ON SHEET L-705
- ANY ITEM NOT SPECIFICALLY MARKED TO BE REMOVED SHALL REMAIN AND BE PROTECTED



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ADDENDUM #1 SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
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Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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LIGHTING PLAN IV

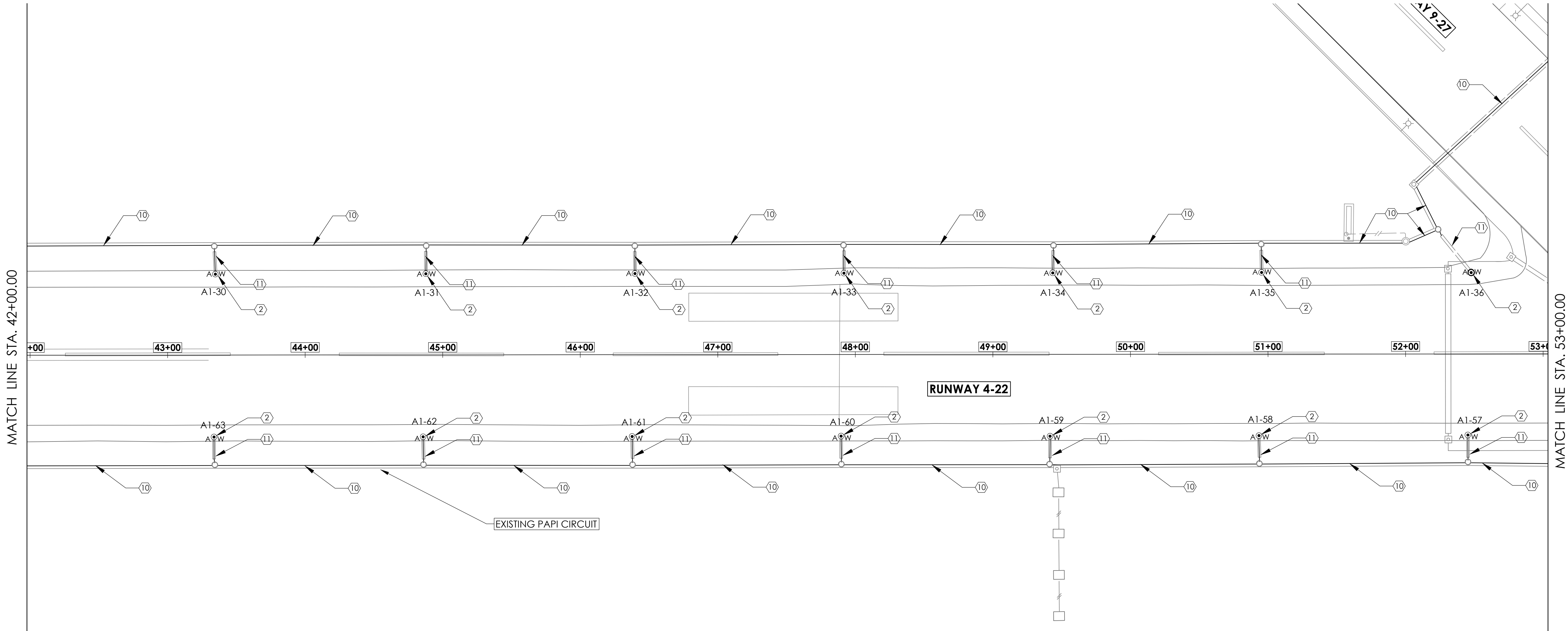
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
L-703

Date
APRIL 2020



LEGEND:

- EXISTING TAXIWAY LIGHT TO REMAIN
- EXISTING RUNWAY LIGHT TO REMAIN
- PROPOSED C-861 LED ELEVATED MEDIUM INTENSITY RUNWAY THRESHOLD LIGHT MOUNTED ON NEW L-867 BASE CAN
- PROPOSED L-861 LED, ELEVATED, MEDIUM INTENSITY RUNWAY EDGE LIGHT MOUNTED ON EXISTING L-867 BASE
- PROPOSED L-850C LED, FLUSH MOUNTED LIGHT ON EXISTING L-868 BASE CAN
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- PROPOSED 1/C #8KV CABLE IN PROPOSED 2" SCH. 40 PVC CONDUIT
- PROPOSED #6 BARE COPPER COUNTERPOISE
- (2)-#8 CABLES IN EXISTING CONDUIT

ELECTRICAL NOTES:

- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-850 FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- NOT USED.
- PROTECT EXISTING FLUSH MOUNTED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- INSTALL NEW L-867D JUNCTION CAN WITH BLANK LID.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN NEW 2-INCH PVC CONDUIT.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL NEW 2/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL #6 BARE COPPER COUNTERPOISE IN CONDUIT. CONNECT TO BASE CAN.

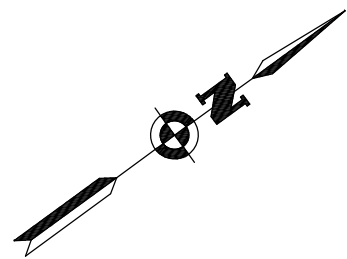
NOTES:

- SEE ELECTRICAL GENERAL NOTES ON SHEET L-705
- ANY ITEM NOT SPECIFICALLY MARKED TO BE REMOVED SHALL REMAIN AND BE PROTECTED



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ADDENDUM #1 SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wenthe, P.E.
Designed By: Bruce Bradley, EI

Revisions

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LIGHTING PLAN V

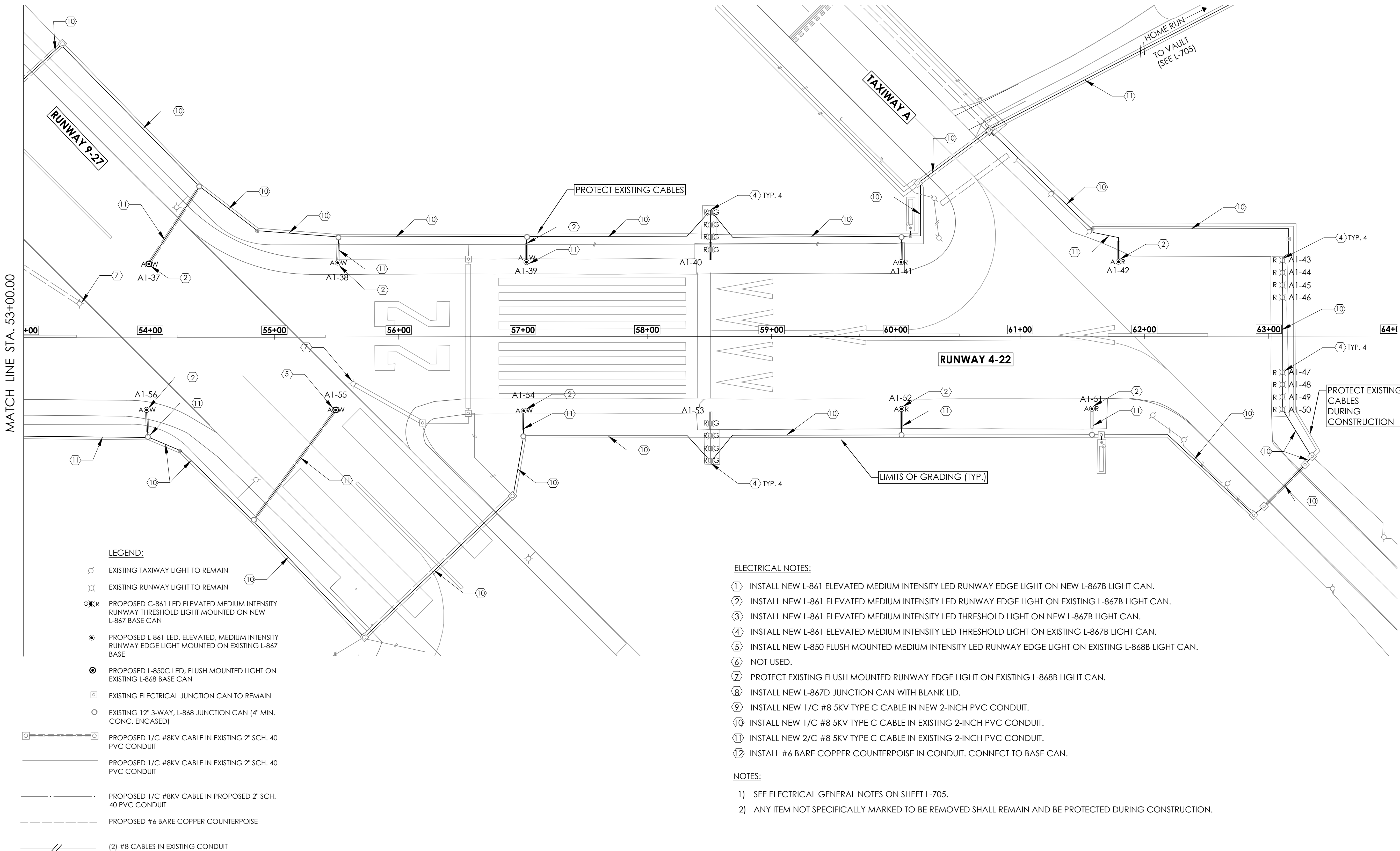
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

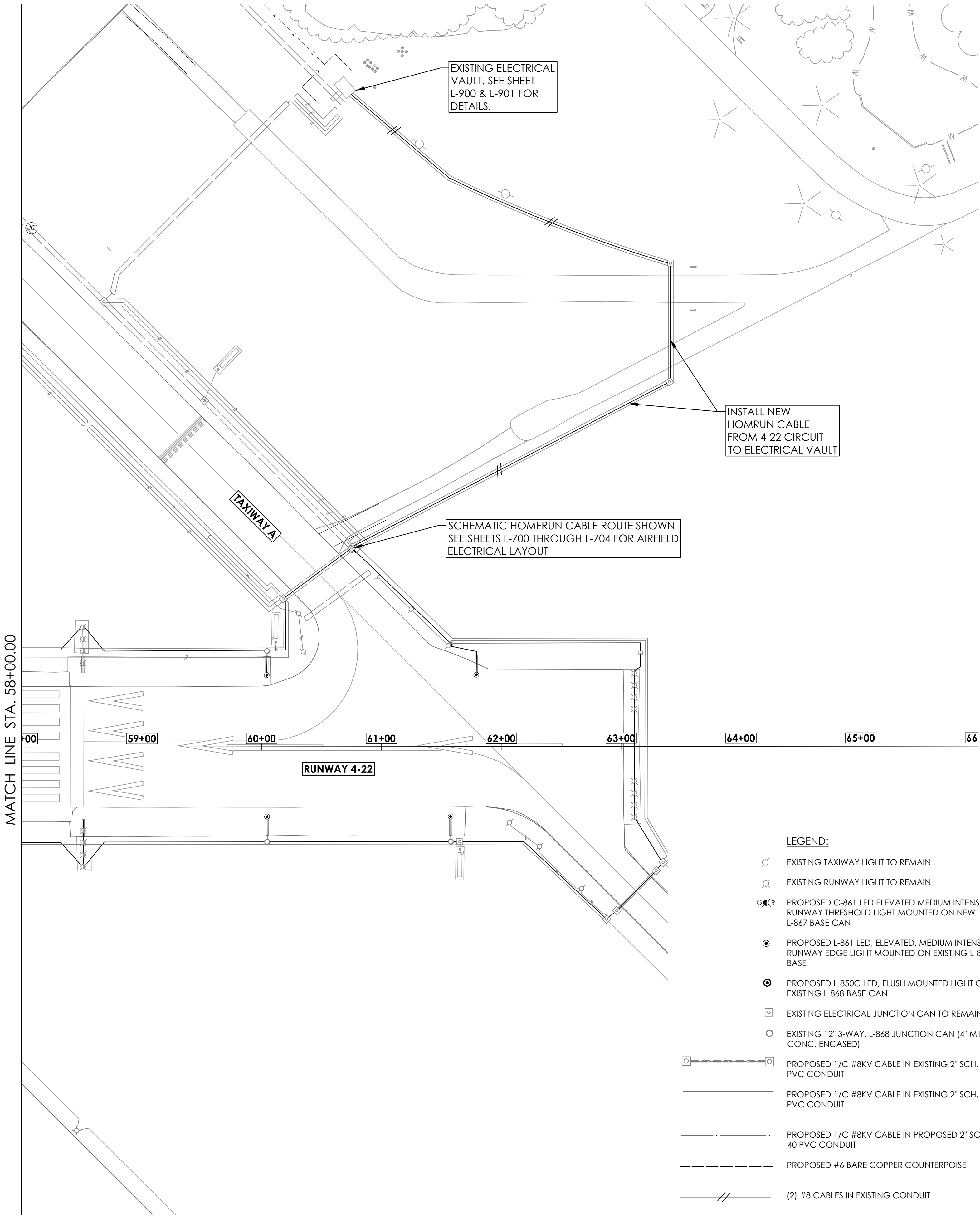
Drawing No.
L-704

Date
APRIL 2020



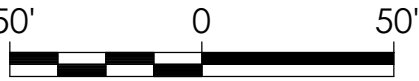
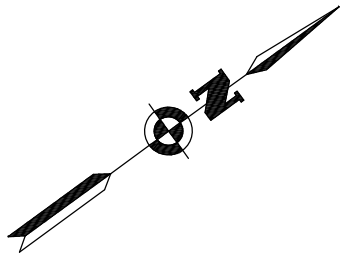
ELECTRICAL GENERAL NOTES:

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO RELOCATE, MODIFY AND INSTALL THE AIRFIELD ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR COMPLETION OF THE WORK SHALL BE INCLUDED/ AS INCIDENTAL.
2. THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL SAFETY CODE, NATIONAL ELECTRICAL CODE, FEDERAL AVIATION ADMINISTRATION SPECIFICATIONS/ADVISORY CIRCULARS AND APPLICABLE LOCAL BUILDING CODES.
3. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, LICENSES ETC., PRIOR TO COMMENCEMENT OF WORK. THE COST OF PERMITS, LICENSES, ETC., SHALL BE INCIDENTAL TO AND INCLUDED IN THE BID PRICE FOR THE RESPECTIVE PAY ITEMS.
4. ALL MATERIALS SCHEDULED FOR REMOVAL SUCH AS EXISTING RUNWAY LIGHTS, ISOLATION TRANSFORMERS, ETC., WHICH ARE DEEMED SALVAGEABLE BY THE AIRPORT SHALL BE AIRPORT. ALL NON-SALVAGABLE MATERIALS REMOVED SUCH AS MANHOLES, HANDHOLES, CONCRETE FOUNDATIONS, CONDUIT, LIGHT BASES, CONDUCTORS, ETC. SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND LEGALLY DISPOSED OF OFF THE SITE BY THE CONTRACTOR.
5. EXISTING CONDUIT, DUCTBANK, CIRCUITING AND UTILITY INFORMATION IS BASED ON AIRPORT "AS BUILT" AND "RECORD" DRAWINGS AND SITE VISITS BY THE UTILITY COMPANIES. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL NOT BE SCALED FOR EXACT LOCATIONS. NOT ALL UTILITIES MAY BE SHOWN. PRIOR TO STARTING WORK, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE APPROPRIATE UTILITY/AGENCY FOR THE LOCATION OF EXISTING UTILITIES AND FOR ANY INTERPRETATION OF AN EXISTING SYSTEM OR UTILITY HAVING JURISDICTION. PRIOR TO STARTING WORK, THE CONTRACTOR SHALL CONTACT ALL LOCAL UTILITIES TO ALLOW THEM TIME TO PROPERLY LOCATE ALL UTILITIES.
6. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE AIRPORT, AND PRIOR TO AND DURING CONSTRUCTION TO ENSURE THAT ALL ELECTRICAL CIRCUITS AND FACILITIES HAVE BEEN LOCATED, FLAGGED AND ACCOUNTED FOR, AND THAT ALL NECESSARY CIRCUITS HAVE BEEN DETERMINED PRIOR TO INITIATING CONSTRUCTION IN ANY LOCATION.
7. ALL EXISTING SYSTEMS/UTILITIES TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. REPLACEMENT OF ANY DAMAGED EXISTING SYSTEMS/UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGED ELECTRICAL SYSTEMS AND SHALL MAKE REPAIRS IMMEDIATELY, AT THEIR OWN COST, IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS. DAMAGED ELECTRICAL SYSTEMS SHALL BE IMMEDIATELY REPORTED TO THE RPR. THE CONTRACTOR IS URGED TO TAKE EVERY PRECAUTION NECESSARY TO PROTECT ANY AND ALL CABLES FROM DAMAGE OF ANY SORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KNOWING THE DEPTH OF ANY CABLE IN THE PROXIMITY OF THE CONSTRUCTION AS WELL AS THE HORIZONTAL LOCATION.
8. THE DUCT BANKS AND CONDUITS BETWEEN DEMOLISHED MANHOLES, HANDHOLES, BASE CANS, ETC. SHALL BE REMOVED EXCEPT WHERE LOCATED UNDER EXISTING PAVEMENT TO REMAIN OR WHERE THE DUCT OR CONDUIT IS TO BE EXTENDED IN THE NEW WORK.
9. ALL EXCAVATION WITHIN TEN (10) FEET OF ANY UNDERGROUND UTILITY SHALL BE PERFORMED BY HAND EXCAVATION METHODS.
10. ELECTRICAL DEMOLITION WORK SHALL BE LIMITED TO THE AREAS AND SCHEDULES IDENTIFIED IN THE DEMOLITION PLANS.
11. ALL GROUND RODS AND OTHER UNDERGROUND GROUNDING CONNECTIONS SHALL BE CADWELD OR APPROVED EQUIVALENT. CADWELD CONNECTIONS SHALL BE IN ACCORDANCE WITH MANUFACTURERS GUIDELINES. THE PROPOSED COUNTERPOISE SYSTEM SHALL BE CONNECTED WITH THE EXISTING SYSTEM AT ALL CROSSING POINTS
12. CIVIL DATA IS SHOWN ON ELECTRICAL DRAWINGS FOR REFERENCE ONLY. CONTRACTOR REFERRED TO CIVIL DRAWINGS FOR DRAINAGE, PAVING DETAILS, PAVEMENT MARKING PLANS, ETC.
13. THE CONTRACTOR SHALL HAVE A CABLE TRACER AVAILABLE TO LOCATE THE EXISTING CABLES WHEN HAND DIGGING SHALL BE UNDERTAKEN WITHIN TEN (10) FEET OF ANY KNOWN OR SUSPENDED EXISTING UNDERGROUND CABLES AND UTILITIES WHICH WERE NOT TO BE DISTURBED.
14. DEWATERING FOR THE INSTALLATION OF STRUCTURES AND/OR DUCT BANKS IS INCIDENTAL TO THE RESPECTIVE PAY ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR AND OBTAIN ANY AND ALL PERMITS REQUIRED.
15. THE AIRPORT "LOCK/TAG/TRY" PROCEDURE AND NFPA 70E SHALL BE COMPLIED WITH BY THIS CONTRACTOR.
16. PROJECT PAY ITEMS: THE PROJECT PAY ITEMS ARE PROVIDED TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THESE PLANS. ALL WORK TO BE IDENTIFIED WITH A SPECIFIC PAY ITEM IS TO BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT AND IS TO BE SUBSIDIARY TO THE COST OF THE PROJECT PAY ITEMS PROVIDED.
17. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO STARTING WORK.
18. THE CONTRACTOR SHALL CONDUCT GROUND RESISTANCE TESTS (MEGGER) ON EACH CIRCUIT AFFECTED BY THIS WORK BEFORE COMMENCING WORK ON THAT CIRCUIT. CONTRACTOR SHALL PREPARE AND FORWARD TO THE RPR A WRITTEN REPORT, BY CIRCUIT, OF THESE RESULTS. THE CONTRACTOR SHALL REPEAT THIS TEST ON EACH AFFECTED CIRCUIT AFTER COMPLETION OF THE WORK. RESULT OF BOTH TESTS SHALL BE PROVIDED TO THE RPR.
19. THE IDENTITY AND ROUTING OF ALL CABLES ON THE PLANS SHALL BE VERIFIED IN THE FIELD. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE RPR AND RECORDED IN THE AS-BUILT DRAWINGS TO PROVIDE AN ACCURATE RECORD OF CONDITIONS. THE CONTRACTOR SHALL COORDINATE INFORMATION SHOWN ON THE PLAN SHEETS WITH EXISTING RECORD INFORMATION AVAILABLE THROUGH THE AIRPORT MAINTENANCE STAFF. THESE PLANS DO NOT SHOW ALL EXISTING CABLES AND CONCEALED UTILITIES WHICH WILL REQUIRE STAKE OUT PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING CIRCUIT ROUTING PRIOR TO COMMENCING WORK.
20. CONTRACTOR SHALL COORDINATE ALL WORK WITH SAFETY, SECURITY AND PHASING PLANS.
21. THE CONTRACTOR SHALL COMPLETELY SURVEY AND STAKE OUT EACH AREAS' LIGHTING LAYOUT PRIOR TO STARTING ANY INSTALLATION. SHOULD ANY IRREGULARITIES OCCUR IN THE LIGHTING LAYOUT, THE RPR SHALL BE NOTIFIES IMMEDIATELY. THE BID ITEM PRICE SHALL INCLUDE THE NECESSARY LAYOUT FOR EACH FIXTURE AND THE COST FOR ANY ADDITIONAL ADJUSTMENT OF THE LOCATION OF THE FIXTURES. DUE TO THE EXISTING GEOMETRIC CONDITIONS, THE NEW LIGHTING INSTALLATION SHALL BE COORDINATED WITH AND BLENDED INTO THE EXISTING INSTALLATION AS REQUIRED.
22. THE CONTRACTOR SHALL THOROUGHLY INSPECT ALL AIRFIELD LIGHTING, SIGNS AND MATERIALS UPON ARRIVAL AT THE PROJECT SITE FOR ANY DAMAGE THAT OCCURRED DURING SHIPPING OR FOR MATERIAL DEFECTS. NO DAMAGED OR DIMINISHED MATERIALS SHALL BE INSTALLED.



PASSERO ASSOCIATES

Engineering Architecture
www.passero.com



ADDENDUM #1 SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 (904) 757-6106
St. Augustine, FL 32095

Project Manager: Bradley J. Wentte, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF FLORIDA ADMINISTRATIVE CODE §1015-27.001 AND FLORIDA STATUTES §471.033(1). THESE PLANS ARE COPYRIGHT PROTECTED ©

HOMERUN CABLE
PLAN AND NOTES

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
L-705

Date
APRIL 2020

PRE-BID MEETING

CITY OF FERNANDINA BEACH FERNANDINA BEACH MUNICIPAL AIRPORT



RUNWAY 4-22 REHABILITATION

FRIDAY, APRIL 17, 2020
2:00 PM

CONTRACT DRAWINGS FOR:

Fernandina Beach Municipal Airport

700 AIRPORT ROAD
FERNANDINA BEACH, FL 32034

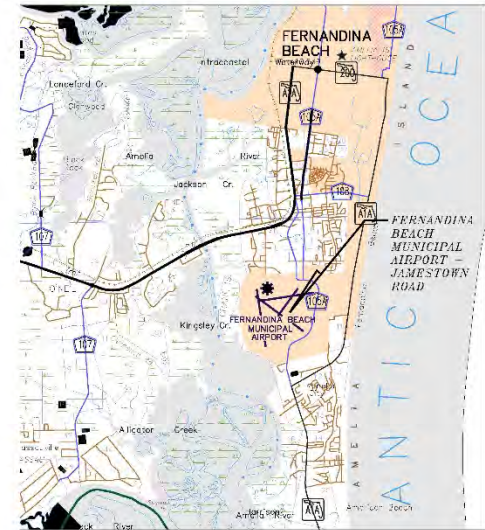
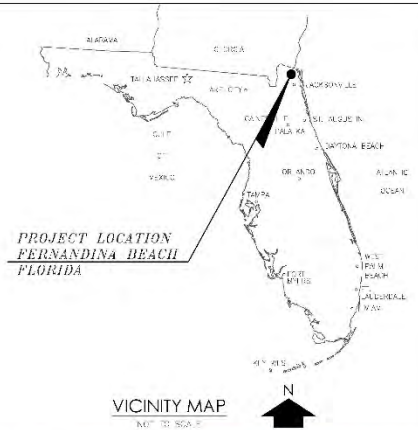
RUNWAY 4-22 REHABILITATION

CITY OF FERNANDINA BEACH
CITY BID NO. 2020-04

FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
PROJECT NUMBER: 3-12-0022-028-2019

FLORIDA DEPARTMENT OF TRANSPORTATION
F.I.N. PROJECT NUMBER: 443809-1

PASSERO ASSOCIATES
PROJECT NUMBER 99000047.0089



APRIL, 2020

PA PASSERO ASSOCIATES
engineering architecture
www.Passero.com
4730 Casa Cola Way, Suite 200 (904) 757-6106
St. Augustine, FL 32095 Fax: (904) 757-6107
Certificate of Authorization # 3428

Pre-Bid Meeting

MEETING AGENDA

- INTRODUCTION
- PROJECT ELEMENTS & PHASING
- CONTRACT TIME
- BID SCHEDULE & BID SUBMITTAL
- MISCELLANEOUS CONTRACT REQUIREMENTS
- QUESTIONS, CLARIFICATIONS & INTERPRETATIONS
- CONCLUSION

Introductions

OWNER:

CITY OF FERNANDINA BEACH

DALE MARTIN, CITY MANAGER

NATHAN COYLE, AIRPORT MANAGER

WANDA WEAKS, PURCHASING AGENT

FUNDING

FAA ORLANDO ADO

ASSISTANCE:

FDOT AVIATION

ENGINEERING CONSULTANT:

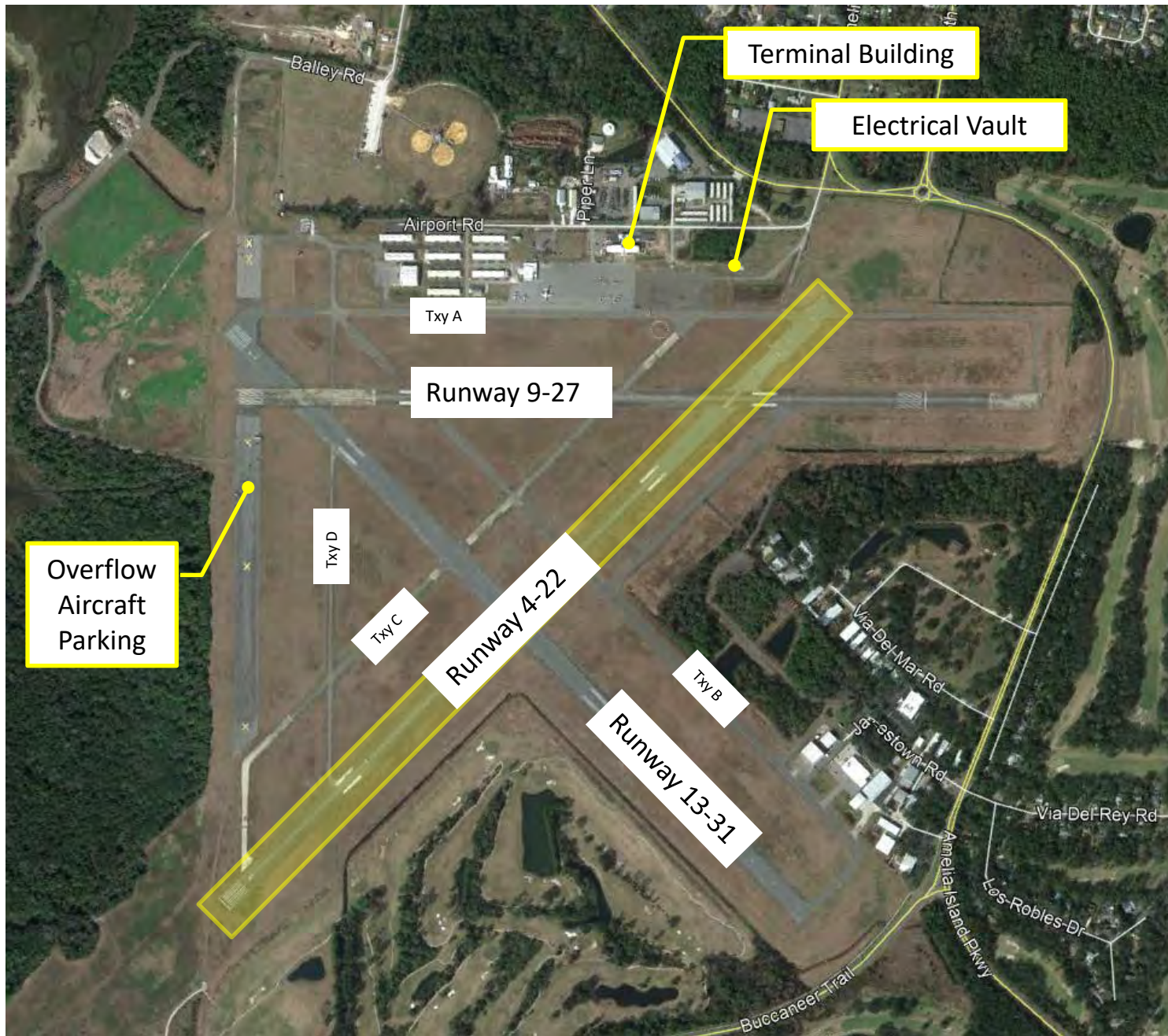
PASSERO ASSOCIATES

BRADLEY WENTE, PROJECT MANAGER

BRUCE BRADLEY, PROJECT ENGINEER

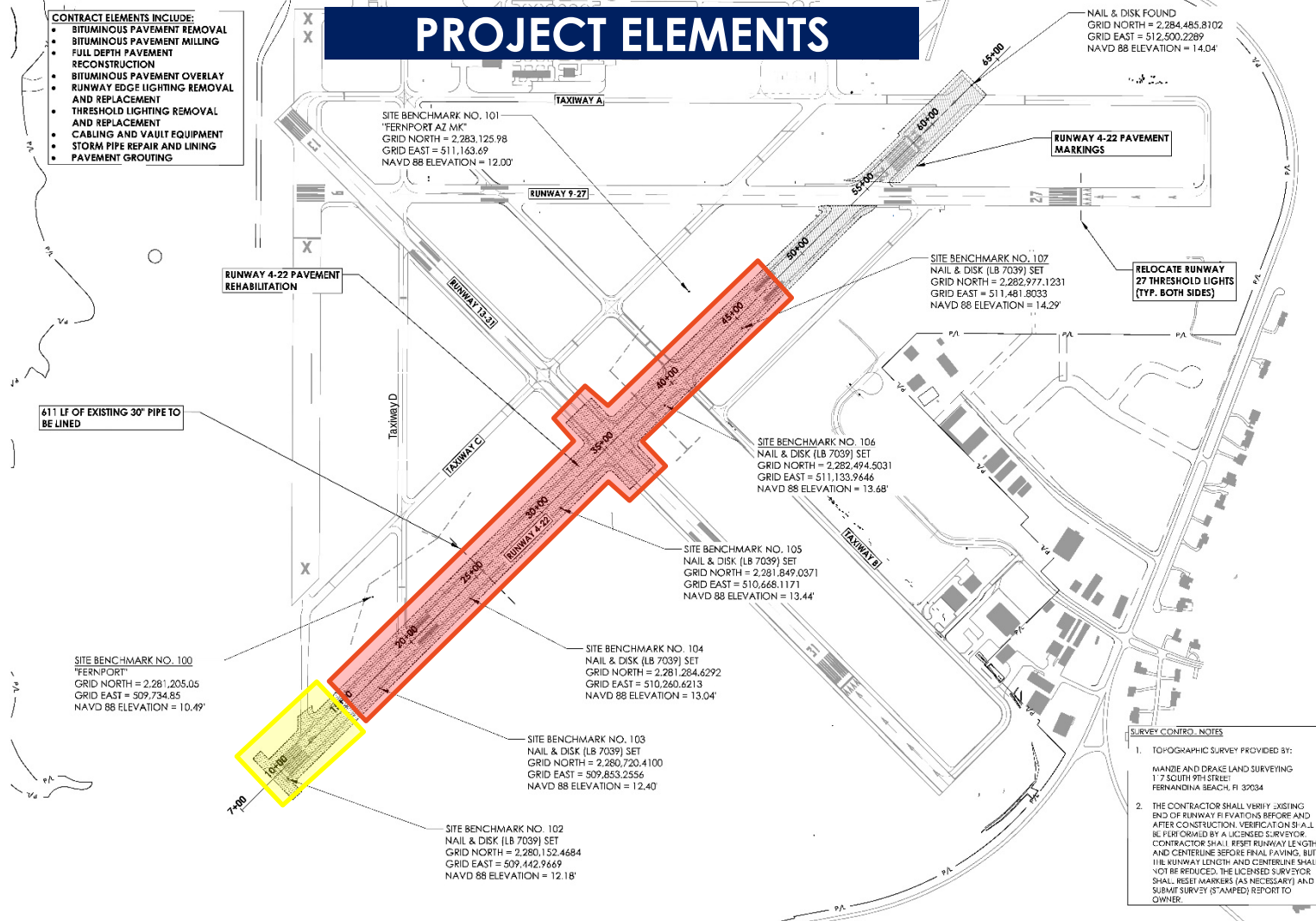
ANGELA WITT, GRANTS AND CONTRACTS

PROJECT ELEMENTS



- CONTRACT ELEMENTS INCLUDE:**
- BITUMINOUS PAVEMENT REMOVAL
 - BITUMINOUS PAVEMENT MILLING
 - FULL DEPTH PAVEMENT RECONSTRUCTION
 - BITUMINOUS PAVEMENT OVERLAY AND REPLACEMENT
 - THRESHOLD LIGHTING REMOVAL AND REPLACEMENT
 - CABLING AND VAULT EQUIPMENT
 - STORM PIPE REPAIR AND LINING
 - PAVEMENT GROUTING

PROJECT ELEMENTS



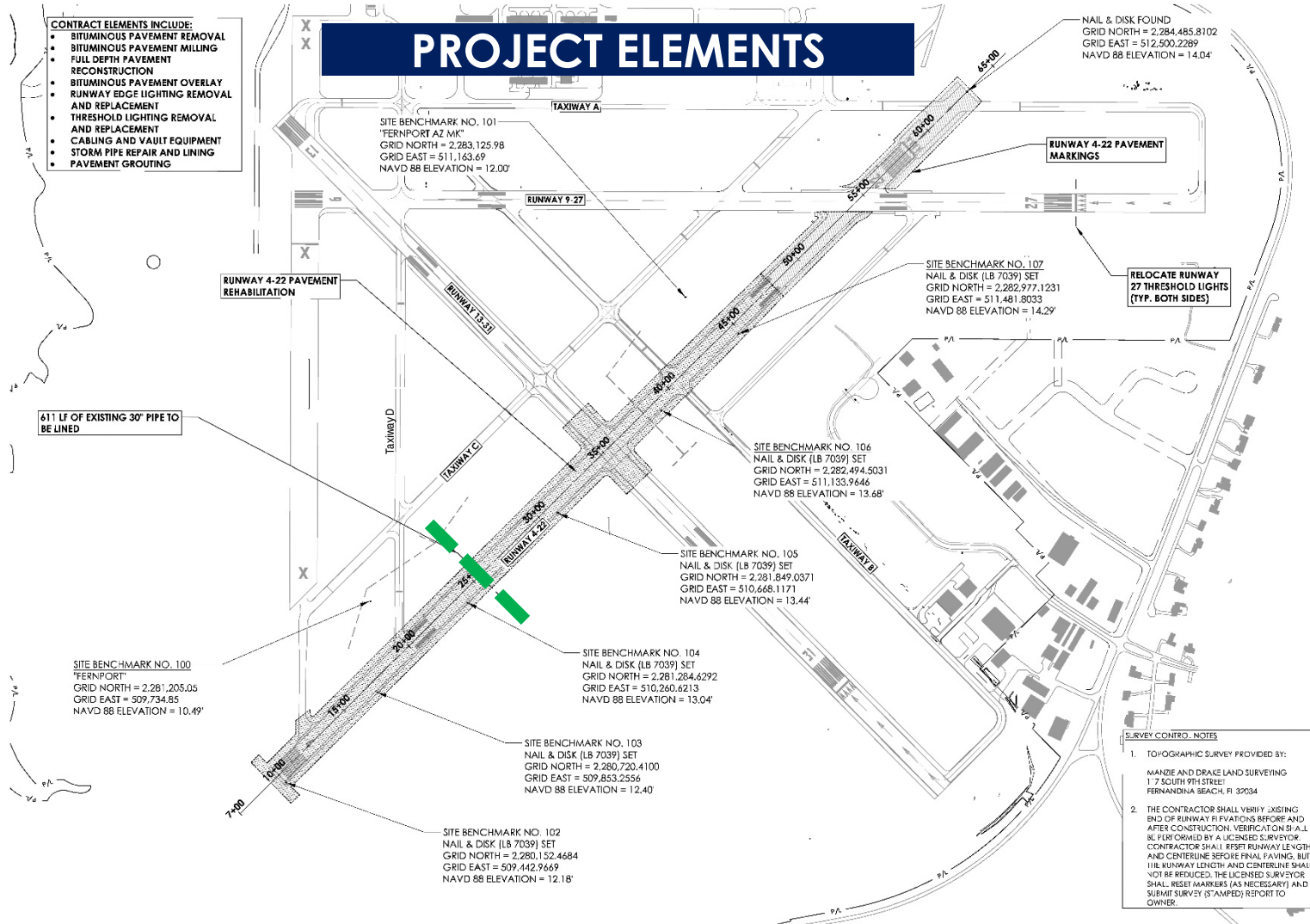
PAVEMENT REHABILITATION:

- **RW 4-22 PAVEMENT 10+00 TO 14+40 (YELLOW):** FULL DEPTH RECONSTRUCTION, 4" OF P-401 ASPHALT SURFACE COURSE ON 10" P-211 LIMEROCK BASE COURSE
- **RW 4-22 SHOULDER 10+00 TO 14+40 (YELLOW):** FULL DEPTH RECONSTRUCTION, 4" OF P-401 ASPHALT SURFACE COURSE ON 4" P-211 LIMEROCK BASE COURSE
- **RW 4-22 PAVEMENT 14+40 TO 48+00 (RED) :** 2" MILL AND OVERLAY, P-401 ASPHALT SURFACE COURSE



PROJECT ELEMENTS

- CONTRACT ELEMENTS INCLUDE:**
- BITUMINOUS PAVEMENT REMOVAL
 - BITUMINOUS PAVEMENT MILLING
 - FULL DEPTH PAVEMENT RECONSTRUCTION
 - BITUMINOUS PAVEMENT OVERLAY
 - RUNWAY EDGE LIGHTING REMOVAL AND REPLACEMENT
 - THRESHOLD LIGHTING REMOVAL AND REPLACEMENT
 - CABLING AND VAULT EQUIPMENT
 - STORM PIPE REPAIR AND LINING
 - PAVEMENT GROUTING

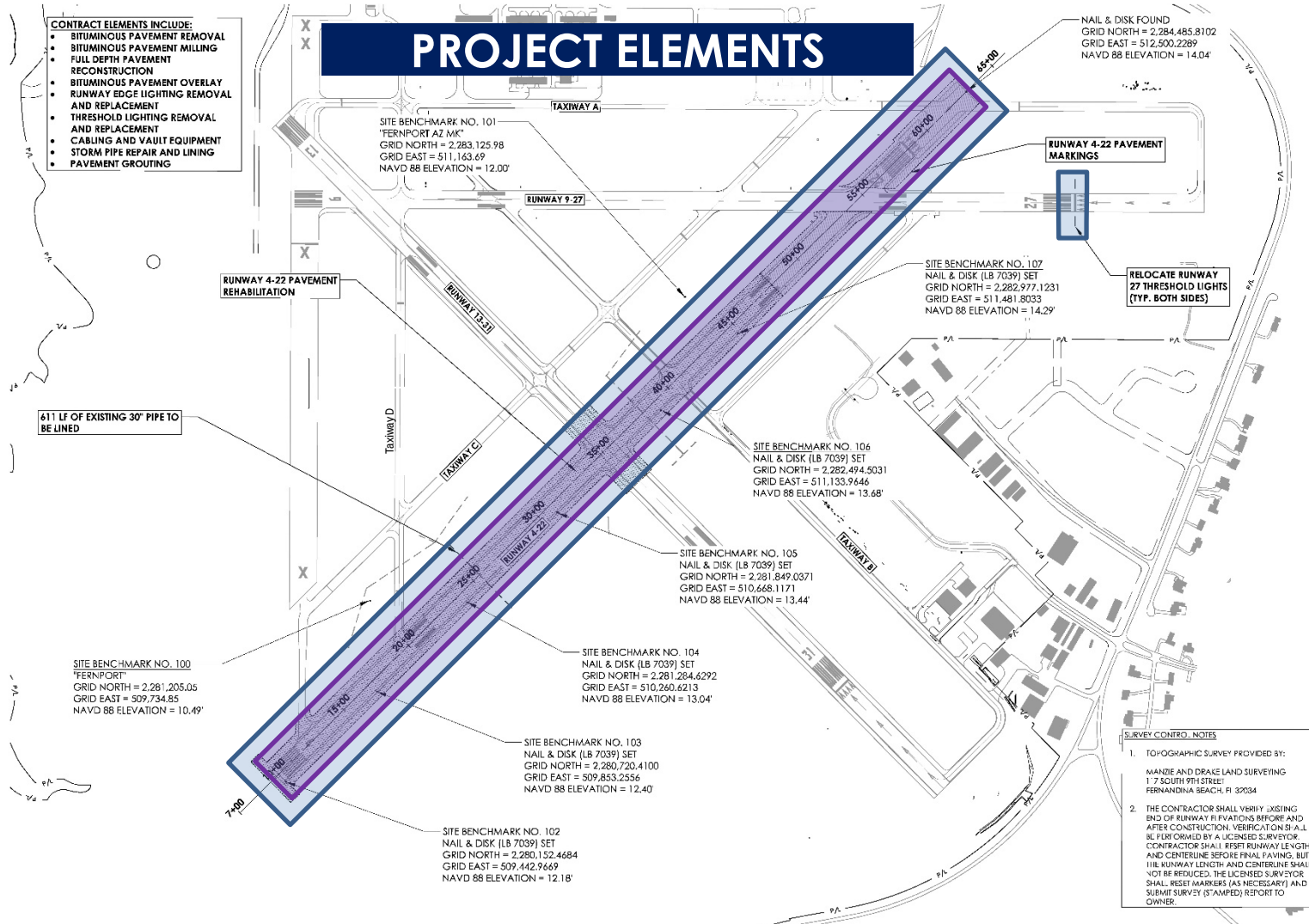


DRAINAGE REHABILITATION:

- **PIPE LINING (GREEN):** LINING OF CONCRETE PIPE AND INLET REPLACEMENT ON NW SIDE OF RUNWAY 4-22

PROJECT ELEMENTS

- CONTRACT ELEMENTS INCLUDE:**
- BITUMINOUS PAVEMENT REMOVAL
 - BITUMINOUS PAVEMENT MILLING
 - FULL DEPTH PAVEMENT RECONSTRUCTION
 - BITUMINOUS PAVEMENT OVERLAY
 - RUNWAY EDGE LIGHTING REMOVAL AND REPLACEMENT
 - THRESHOLD LIGHTING REMOVAL AND REPLACEMENT
 - CABLING AND VAULT EQUIPMENT
 - STORM PIPE REPAIR AND LINING
 - PAVEMENT GROUING

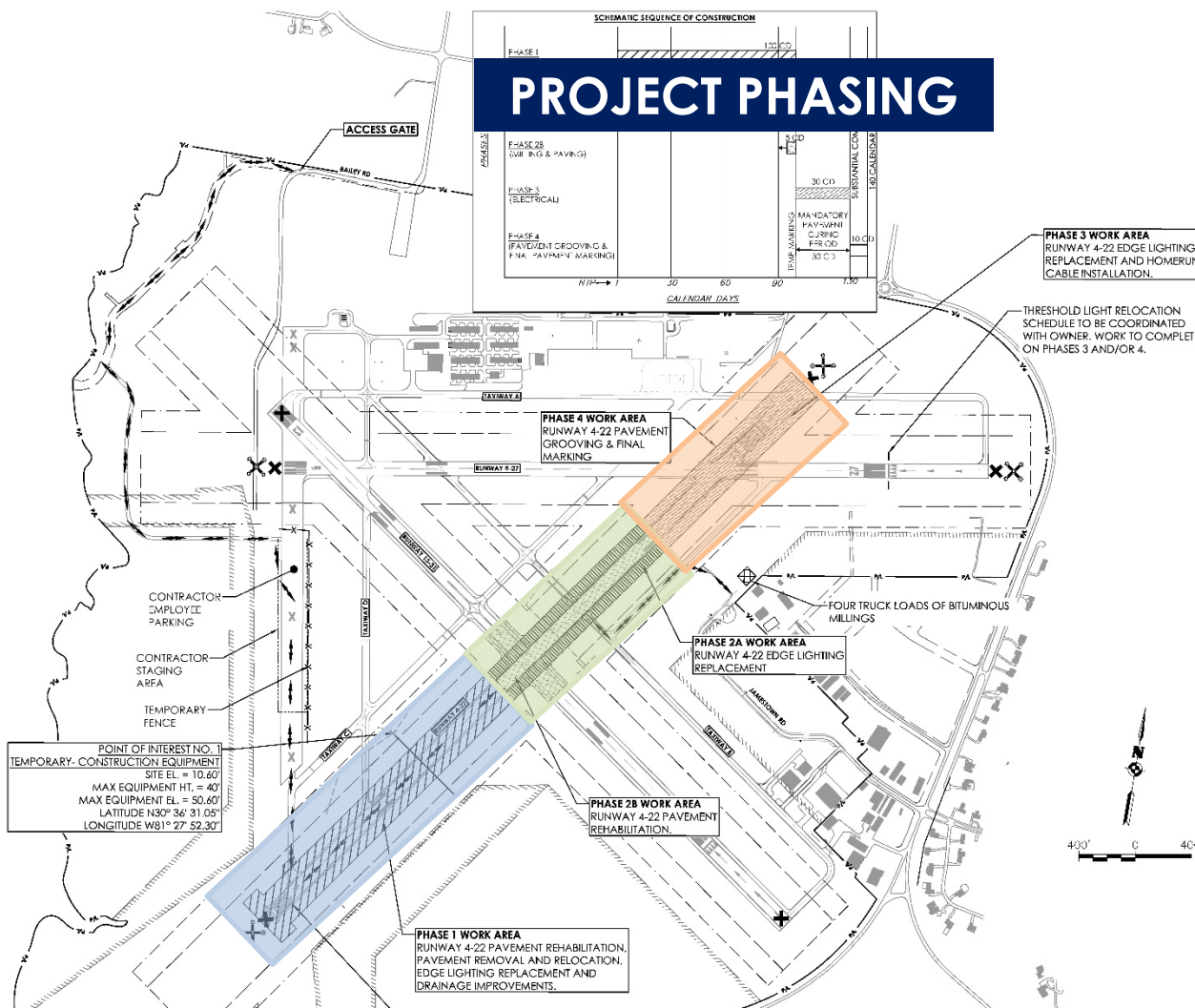


- **LIGHTING IMPROVEMENTS (BLUE):** REPLACEMENT OF EXISTING RUNWAY 4-22 EDGE LIGHTS AND THRESHOLD LIGHTS WITH LED LIGHTING SYSTEM. NOTE – REUSING MOST OF EXISTING CONDUIT, BASE CANS AND JUNCTION CANS.
- **PAVEMENT MARKING IMPROVEMENTS AND PAVEMENT GROUING (PURPLE) :** PAVEMENT MARKING AND GROUING ENTIRE LENGTH OF RUNWAY

SCHEMATIC SEQUENCE OF CONSTRUCTION

PHASE	Activity	Start (Days)	End (Days)	Duration (Days)
PHASE 1	F-ASCE 28 (SUB B.G. & PAV'G)	0	30	30
PHASE 2	F-ASCE 3 (ELECTRICAL)	0	90	90
PHASE 3	MANDATORY PAV'G AND CURBING PERIOD	90	100	10
PHASE 4	F-ASCE 4 (PAV'G CROOVING & FIN. -> PAV'G -> MARKING)	100	130	30

CONSTRUCTION DATES



1. ALL CONSTRUCTION WORK FOR THIS PROJECT PHASE THROUGH A 24-HOUR SHIFT COMPLETION WITHIN A 1 CALENDAR DAYS.

2. IF THE CITY OF IS CONSTRUCTING TO COMPLETE THE PROJECT WITH A MINIMAL AMOUNT OF OPERATIONAL AVAILABILITY TO THE PEOPLE, THE SHORTEST AMOUNT OF TIME AT WHICH IT WOULD BE REQUIRED TO BE CLOSED OR IMPACTED DUE TO CONSTRUCTION OPERATIONS, NO RUNWAY, TAXIWAY, APRON, OR A SPORADIC RAMP SHALL BE CLOSED WITHOUT NOTICE FROM THE AIRPORT MANAGER TO ADVISE NECESSARY NOTICES AND ADVISORIES TO AIRCRAFT OPERATIONS. THE AIRPORT MANAGER SHALL ADVISE AT LEAST 48 HOURS WRITTEN NOTICE OF REQUESTED CLOSING AND SHALL BE DIRECTED TO THE AIRPORT OWNER, WHO WILL COORDINATE THE REQUEST WITH THE AIRPORT MANAGER, AIRPORT OPERATIONS, AND RESIDENT ENGINEER SHALL VISIT THE PAVEMENT SURFACE TO DETERMINE THAT IT IS SUITABLE TO BE OPENED.

3. IF THE AIRPORT OWNER'S WORKS ARE IN THE RUNWAY OR ON TAXIWAYS, CLOSURES WILL BE DETERMINED AND FIELD LEDGES SHALL BE SET UP TO NOT IMPACT AIRPORT OPERATIONS.

4. IF THE CITY OF IS ON EACH SIDE OF THE RUNWAY AND FUTURE IMPROVING OF ANY RUNWAY OR TAXIWAY, THE CONTRACTOR SHALL REMOVE A WARNING EQUIPMENT AND CLEAN TO THE AIRPORT MANAGER'S OFFICE TO ADVISE OF ANY CHANGES TO THE DIRECTION OF THE RUNWAY AND OWNER.

5. ALL REQUIRED MAINTENANCE AND PROTECTION OF TRAFFIC DEVICES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO STARTING WORK.

6. THE CONTRACTOR SHALL STABILIZE, MAINTAIN AND REMOVE WHEN NO LONGER NEEDED ALL TEMPORARY ACCESS TO ALL ROADWAYS REQUIRED TO FULLY COMPLETE THE CONTRACT. THE EFFECTED AREA SHALL BE RESTORED PRIOR TO FINAL ACCEPTANCE.

7. THE CONTRACTOR SHALL MAINTAIN AND RESTORE ALL DISTURBED PAVEMENT MARKINGS AND GRADE AND THE CONTRACTOR SHALL BE RESPONSIBLE TO AVOIDING THE NECESSITY TO PRE-CONSTRUCTION CLOSURES OR DELAYS, INCLUDING THE COST OF THE RESTORATION IN THE END.

8. ALL WORK WITHIN THE RUNWAY SAFETY AREAS WILL BE COORDINATED WITH THE RUNWAY AND OWNER, 48 HOURS PRIOR, BE CLOSED PRIOR TO DOING SO. THE REQUIRED TIME TO SAFETY AREAS SHALL BE 48 HOURS, NO CLOSURE DELAYS OR CLOSURES.

9. CLOSURE LOCATED TO TEMPORARY RUNWAY CLOSURE MARKERS SHALL BE REQUIRED FOR THE DIRECTION OF TRAFFIC TO RUNWAY CLOSURES DURING WORK. AIRCRAFT WITHIN THE RUNWAY SAFETY AREAS.

10. THE CITY OF ORLANDO BEACH RESERVES THE RIGHT TO REQUEST THE CITY ASING WORK, AS SHOWN ON THE PLANS, AS A VEHICLE THAT IS NOT REFERRED TO THE AIRPORT MANAGER AND TAXIWAY CLOSURES. THE CITY OF ORLANDO BEACH AND AIRWAY MAINTENANCE BY CONTRACTORS MUST AND EQUIPMENT, CLOSURES AND SAFETY EQUIPMENT TO BE USED TO SAFELY CLOSE THE RUNWAY AND TAXIWAYS. "KINDNESS OF HEART WITHIN A 24-HOUR SHIFT TO BE COMPLETED" MEANS WORK "AT ALL

	LOW PROFILE BARRICADES (SEE DETAILS SHEET 2)
	RUNWAY CLOSURE MARKER
	TEMPORARY LIGHTED CLOSED RUNWAY "X" MARKER
	CONTRACTOR ACCESS / ON & OFF-SITE HAUL ROUTE
	CONTRACTOR STAGING AREA
	CONTRACTOR STOCKPILE AREA
	PHASE 1 WORK AREA
	PHASE 2A WORK AREA
	PHASE 2B WORK AREA
	PHASE 3 WORK AREA
	PHASE 4 WORK AREA

- **PHASE 1:** RUNWAY 4-22 PAVEMENT REHABILITATION, PAVEMENT REMOVAL AND RELOCATION, LIGHTING REPLACEMENT AND DRAINAGE IMPROVEMENTS
- **PHASE 2A:** RUNWAY 4-22 EDGE LIGHTING REPLACEMENT
- **PHASE 2B:** RUNWAY 4-22 PAVEMENT REHABILITATION
- **PHASE 3:** RUNWAY 4-22 EDGE LIGHTING REPLACEMENT AND HOMERUN CABLE INSTALLATION
- **PHASE 4:** (ENTIRE RUNWAY) RUNWAY 4-22 PAVEMENT MARKING GROOVING & FINAL MARKING

SAFETY ON AIRPORTS DURING CONSTRUCTION

- THE FAA ADVISORY CIRCULAR COVERING OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION, IS INCLUDED IN THE CONTRACT DOCUMENTS.
- FERNANDINA BEACH MUNICIPAL AIRPORT IS A MULTIPLE RUNWAY, GENERAL AVIATION AIRPORT THAT IS ALWAYS ACTIVE, 24 HOURS PER DAY. AIRCRAFT SHALL HAVE PRIORITY AT ALL TIMES.
- BARRICADES AND RUNWAY CLOSURE MARKERS ARE INCLUDED IN MAINTENANCE OF TRAFFIC ITEM.
- TWO SETS (FOUR EACH) OF ILLUMINATED RUNWAY CLOSURE MARKERS TO BE PROVIDED BY CONTRACTOR FOR USE DURING THE PROJECT.
- SAFETY PROCEDURES WILL BE DISCUSSED IN DETAIL WITH THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING.

CONTRACT TIME

CONTRACT TIME – BASE BID

140 CALENDAR DAYS FOR ALL CONSTRUCTION ACTIVITIES

INTENDED THAT SHOP DRAWINGS ARE REVIEWED, APPROVED AND MATERIALS ORDERED PRIOR TO THE NOTICE TO PROCEED BEING ISSUED

LIQUIDATED DAMAGES

\$1,000 PER DAY FOR EACH CALENDAR DAY IN EXCESS OF THE CONTRACT TIME.

BID ALTERNATE NO. 1 CONTRACT TIME

NO CHANGE IN CONTRACT DURATION - 140 CALENDAR DAYS

CHANGE IN CONTRACT DOLLAR VALUE TO START CONSTRUCTION ON 3/15/2021 (AFTER CONCOURS D'ELEGANCE FESTIVAL)

BID SCHEDULE

Advertisement	Bid Document Available	Pre-Bid Mtg Webinar	Last Day for Questions	Addendum	Bid Opening
Wednesday 4/8/2020	Wednesday 4/8/2020	Friday 4/17/2020	Friday 4/24/2020	Friday 5/1/2020	Friday 5/8/2020

BID PROPOSALS

PAGE ITB-6:

ALL BIDDERS ARE REQUIRED TO SUBMIT ONE (1) BID ORIGINAL, PLUS TWO (2) COPIES, PLUS ONE (1) ELECTRONIC COPY (ON CD OR THUMB DRIVE).

BID SHALL 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 2020-2021.

BIDS SHALL BE ENCLOSED IN A SEALED OPAQUE ENVELOPE AND ADDRESSED TO:

**CITY OF FERNANDINA BEACH ITB # 2020-04
CITY CLERK'S OFFICE, CITY HALL
204 ASH STREET
FERNANDINA BEACH, FL 32034**



BID SCHEDULE

BID PROPOSALS

ALL BIDS SUBMITTED PRIOR TO THE STATED TIME AND DATE FOR RECEIPT OF BIDS WILL BE OPENED BY THE OWNER OR THE OWNER'S REPRESENTATIVE. BID SUMMARY WILL BE POSTED.

DUE TO RESTRICTIONS OF COVID 19, BIDDERS, THEIR AUTHORIZED AGENTS, AND OTHER INTERESTED PARTIES ARE NOT INVITED TO ATTEND.

CONTRACT AWARD

THE OWNER RESERVES THE RIGHT TO WITHHOLD THE AWARD OF THE CONTRACT FOR A PERIOD NOT TO EXCEED 90 CALENDAR DAYS FROM BID OPENING.

FURTHER INFORMATION ON PROPOSAL REQUIREMENTS & AWARD & EXECUTION OF THE CONTRACT ARE INCLUDED IN THE CONTRACT DOCUMENTS.

ANTICIPATED FUNDING AND CONSTRUCTION START

RECOMMENDATION OF PROJECT AWARD WILL BE WEEK OF MAY 11, 2020.

THIS PROJECT IS FUNDED IN PART WITH FAA GRANT FUNDS; THE GRANT IS ANTICIPATED IN JULY 2020.

THE SUCCESSFUL BIDDER COULD RECEIVE A CONTRACT AS EARLY AS AUGUST 2020.

MISCELLANEOUS CONTRACT REQUIREMENTS

WAGE & LABOR PROVISIONS & CERTIFIED PAYROLL PER DAVIS BACON ACT ARE INCLUDED IN THIS CONTRACT:

- THE CONTRACTOR SHALL COMPLY WITH WAGE & LABOR PROVISIONS.

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS ARE INCLUDED IN THIS CONTRACT:

- THE REQUIREMENTS OF 49 CFR PART 26, REGARDING DBE, APPLY TO THIS CONTRACT. THE OWNER HAS ESTABLISHED A DBE GOAL OF 10.45%

BID SUBMITTAL

SUBMITTED BIDS SHOULD
CONTAIN ALL DOCUMENTS
LISTED ON PAGE BF-4:

ATTACHMENTS TO THIS BID

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

1. Completed Signature of Bidder Form.
2. Bid Forms with Bid Calculated Correctly.
3. 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.
4. Completed EEO Participation & Compliance Report Statements.
5. Completed Certification of Buy American Compliance.
6. Completed Trade Restriction Certification.
7. Completed Bidder Certification of Non-Segregated Facilities.
8. Completed Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.
9. Completed DBE 1- Bidders DBE Utilization Commitment.
10. Completed DBE 2- Bidders DBE Assurances.
11. Completed DBE 3- Bidders DBE Intent to Utilize a Certified DBE.
12. Completed Certification of Bidders Tax Delinquency & Felony Convictions.
13. Completed Certification of Bidder Regarding Debarment.
14. Completed Certification of Bidder of Lower Tier Contractors Regarding Debarment.
15. Completed Insurance Forms.
16. Completed Subcontractors and Suppliers form.
17. Completed Addenda Receipt form.
18. Completed Contractor's Certification of Eligibility form.
19. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders. Completed Statement of Bidder's Qualifications form.
20. Completed and signed W-9.
21. Completed Bid Opening Checklist form.
22. Exhibit A – Completed Contact Sheet.
23. Exhibit B – Completed Public Entity Crimes Form.
24. Exhibit C – Drug Free Work-Place Certification Form.
25. Exhibit D – Completed E-Verify Statement Form.
26. Exhibit E – Completed Proposer Acknowledgements and Agreements Form
27. Exhibit F – Completed Conflict of Interest Form.
28. Exhibit G – Completed Non-Collusion Affidavit Form.
29. Exhibit H – Completed Disputes Disclosure Form.

[SIGNATURE PAGES FOLLOW THIS PAGE]

QUESTIONS, CLARIFICATIONS & INTERPRETATIONS

BID CLARIFICATIONS OR INTERPRETATION OF THE PROJECT DOCUMENTS SHALL BE EMAILED **BOTH** TO THE CITY AND PASSERO ASSOCIATES AT THE FOLLOWING EMAIL ADDRESS:

CITY OF FERNANDINA BEACH – WANDA WEAKS
wweeks@fbfl.org

PASSERO ASSOCIATES – ANGELA WITT
AWITT@PASSERO.COM

THE CITY AND ENGINEER MUST RECEIVE THE WRITTEN REQUEST BY FRIDAY, APRIL 24, 2020.

QUESTIONS, CLARIFICATIONS & INTERPRETATIONS

DURING THE BIDDERS' REVIEW OF THE CONTRACT DOCUMENTS, ANY PROBLEMS RELATED TO THE FOLLOWING QUESTIONS SHOULD BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

1. ANY DISCREPANCIES BETWEEN THE PLANS & SPECIFICATIONS?
2. ARE ALL ITEMS OF WORK DESCRIBED ADEQUATELY IN THE CONTRACT DOCUMENTS?
3. ARE YOU AWARE OF ANY ITEM(S) REQUIRED TO COMPLETE THE PROJECT THAT IS NOT IDENTIFIED IN THE BID FORMS?

CONCLUSION

THANK YOU!

PLEASE EMAIL YOUR ATTENDANCE TO:

PASSERO ASSOCIATES – ANGELA WITT
AWITT@PASSERO.COM

THIS PREBID MEETING IS NOT MANDATORY ATTENDANCE BUT
WE WOULD LIKE TO KNOW WHO PARTICIPATED.

ADDENDUM NO. 2

FOR

City of Fernandina Beach Fernandina Beach Municipal Airport (FHB)



RUNWAY 4-22 REHABILITATION

PREPARED BY:



PASSERO ASSOCIATES
engineering architecture

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

The following items are clarifications, corrections or additions to the contract documents. **THIS ADDENDUM TAKES PRECEDENCE OVER THE ORIGINAL PARTS OF THE CONTRACT DOCUMENTS.**

All the parts of the contract documents, not specifically modified by this or other addenda, remain in full force and effect.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT IS THE BIDDER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

Bidders are hereby informed that this Addendum forms a part of the Contract which is amended as contained below and as attached. **Bidder/Vendor should not assume contract award until after final bid review and recommendation of award.**

Receipt of this Addendum shall be acknowledged on Bid Form BF-24 included in the Bid section of the Contract Documents and submitted as part of the Bidder's Proposal. Failure to acknowledge receipt of Addendum may be grounds for rejection of the bid proposal.

CHANGES TO ADDENDUM NO. 1

REMOVE Pages BF-7(1) – BF-7(9) Addendum No. 1. and **REPLACE** with BF-7(1) – BF-7(9) Addendum No. 2 (attached).

CHANGE TO CONTRACT AGREEMENT

None.

CHANGE TO TECHNICAL SPECIFICATIONS

1. **Item C-106. DELETE** Paragraph 106-2.3-1.2.
2. **Item L-125.** Under Basis of Payment **ADD** the following at the end of the section: “Item L-125-5.8 - Relocate Base Mounted Threshold Light – per each unit.”

CHANGE TO CONSTRUCTION DRAWINGS

1. Sheet C-011, **DELETE** detail for “Temporary Unlighted Close Runway Marking”.
2. Sheet C-100, **REVISE** note pointing to Runway 27 Threshold Lights to read: “Remove and re-install Runway 27 threshold lights. Lights shall be moved approximately three feet; coordinate location with Airport and Engineer. Payment for relocating existing threshold lights shall be per Item L-125-5.8 Relocate Base Mounted Threshold Light, per Each. Miscellaneous conduit and cable demolition shall be paid under L-108-5.1. New conduit, cable and connections shall be paid under the respective contract pay item.”

3. Sheet C-201, **DELETE** Temporary Unlighted Closed Runway Marking at Runways 4-22, 13-31 and 9-27.
4. Sheet C-202, **DELETE** Temporary Unlighted Closed Runway Marking at Runway 4-22.
5. Sheet C-203, **DELETE** Temporary Unlighted Closed Runway Marking at Runways 4-22 and 13-31.
6. Sheet C-204, **DELETE** Temporary Unlighted Closed Runway Marking at Runways 4-22 and 9-27.
7. Sheet C-205, **DELETE** Temporary Unlighted Closed Runway Marking at Runway 4-22.
8. **DELETE** Sheet C-402 and **REPLACE** with new C-402 Addendum No. 2 (attached).

QUESTIONS AND CLARIFICATIONS

- Q1 Sheet C-402 Typical Section for Reconstruction calls for Compact Subgrade and Item P-160-8.1 calls for 12" Subgrade Stabilization. Which type of Subgrade is required and if Stabilized what is the required LBR? 40 with an under tolerance of 3?
- A1 Item P-160-8.1 Stabilized Subgrade shall be constructed under new pavement (runway and shoulder). See technical specification and revised Sheet C-402 in Addendum No. 2 (attached). The required LBR is 40.
- Q2 The quantity for P-160-8.1 (5,000 SY) should be plus or minus 6,200 SY if the subgrade is required for the reconstructed runway and runway shoulders. Please review.
- A2 Corrected. The Quantity is updated in ADDENDUM NO. 2 BID FORMS (attached).
- Q3 The quantity for P-211-5.1 (150 SY) should be plus or minus 1,050 SY if the 4" Limerock Base is to be used for the reconstructed runway shoulders and threshold lights concrete pads. Please review.
- A3 Corrected. The Quantity is updated in ADDENDUM NO. 2 BID FORMS (attached).
- Q4 The quantity for P-211-5.2 (6,100 SY) should be plus or minus 5,100 SY if the 10" Limerock Base is to be used for the reconstructed runway only and not the shoulders. Please review.
- A4 Corrected. The Quantity is updated in ADDENDUM NO. 2 BID FORMS (attached).
- Q5 On Plan Sheets C-201 thru C-205, why are Runway Closure Markers used in conjunction with the Temporary Lighted Closed Runway "X" Markers? It is usually one or the other.
- A5 Illuminated Runway Closure Markers will be utilized for this contract. Unlighted Close Runway Markings (canvas, wood or otherwise) are not required for this contract. The contractor shall provide, maintain (including fuel), and operate Illuminated Runway closure "X" markers at each closed runway end.

- Q6 Does the owner no longer own 2 of the Lighted “X” Closure Markers we have used in the past? Bid Documents call for supplying up to 4 Lighted “X” Markers for the project which could be changed to 2 if the owner still has their 2?
- A7 The City desires to avoid potential maintenance by using Owner-furnished equipment. The contractor shall use two lighted “X”s for Runway 4-22 for the duration of the contract and another set for temporary closures of Runways 13-31 and 9-27.
- Q7 Of the 4 Lighted “X” Markers required by the Bid Documents are they for just the projects temporary use or does the owner expect the Lighted “X” Markers to be turned over to them at completion of the project?
- A8 The Lighted “X” markers are only for use during this project. The lighted “X”s shall remain the property of the Contractor at the end of the project.

ATTACHMENTS

1. BID FORM BF7(1)-BF7(9) ADDENDUM NO. 2
2. SHEET C-402

End of Addendum No. 2

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-100-14.1	1 LS	CONTRACTOR QUALITY CONTROL, INCLUDING TESTING	\$	\$
		DOLLARS PER LS		
C-102-5.1	1 LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$	\$
		DOLLARS PER LS		
C-102-5.2	1,400 LF	SILT FENCE	\$	\$
		DOLLARS PER LF		
C-102-5.3	1 EA	INLET PROTECTION	\$	\$
		DOLLARS PER EA		
C-105-6.1	1 LS	MOBILIZATION	\$	\$
		DOLLARS PER LS		
C-106-4.1	1 LS	MAINTENANCE AND PROTECTION OF TRAFFIC	\$	\$
		DOLLARS PER LS		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-107-3.1	1 LS	CONSTRUCTION PROGRESS AERIAL PHOTOS	\$	\$
		DOLLARS PER LS		
C-108-8.1	1 LS	PROJECT SURVEY, STAKEOUT AND RECORD DRAWINGS	\$	\$
		DOLLARS PER LS		
P-101-5.1	5,800 SY	BITUMINOUS PAVEMENT REMOVAL, FULL DEPTH	\$	\$
		DOLLARS PER SY		
P-101-5.2	43,000 SY	BITUMINOUS PAVEMENT REMOVAL, VARIABLE DEPTH (3-INCH OR LESS)	\$	\$
		DOLLARS PER SY		
P-152-4.1	1,700 CY	UNCLASSIFIED EXCAVATION	\$	\$
		DOLLARS PER CY		
P-152-4.2	1,200 CY	EMBANKMENT IN PLACE	\$	\$
		DOLLARS PER CY		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-160-8.1	6,100 SY	12-INCH SUBGRADE STABILIZATION	\$	\$
		DOLLARS PER SY		
P-211-5.1	1,100 SY	LIMEROCK BASE COURSE, 4-INCH	\$	\$
		DOLLARS PER SY		
P-211-5.2	5,000 SY	LIMEROCK BASE COURSE, 10-INCH	\$	\$
		DOLLARS PER SY		
P-401-8.1	6,300 TON	BITUMINOUS SURFACE COURSE, 2-INCH	\$	\$
		DOLLARS PER TON		
P-401-8.2	50 TON	BITUMINOUS LEVELING COURSE	\$	\$
		DOLLARS PER TON		
P-603-5.1	1,500 GAL	PRIME COAT	\$	\$
		DOLLARS PER GAL		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-603-5.1	9,900 GAL	TACK COAT	\$	\$
		DOLLARS PER GAL		
P-610-5.1	768 SF	CONCRETE THRESHOLD BAR, 4-INCH	\$	\$
		DOLLARS PER SF		
P-620-5.1	75,600 SF	TEMPORARY RUNWAY/TAXIWAY MARKING	\$	\$
		DOLLARS PER SF		
P-620-5.2	71,600 SF	RUNWAY/TAXIWAY MARKING, WHITE, WITH GLASS BEADS	\$	\$
		DOLLARS PER SF		
P-620-5.3	4,000 SF	RUNWAY/TAXIWAY MARKING, YELLOW, WITH GLASS BEADS	\$	\$
		DOLLARS PER SF		
P-620-5.4	17,000 SF	TAXIWAY/RUNWAY MARKING, BLACK	\$	\$
		DOLLARS PER SF		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-621-5.1	47,000 SY	PAVEMENT GROOVING	\$	\$
		DOLLARS PER SY		
D-702-6.1	615 LF	30-INCH REINFORCED CONCRETE PIPE LINING	\$	\$
		DOLLARS PER LF		
D-751-5.1	1 EA	REMOVE INLET	\$	\$
		DOLLARS PER EA		
D-751-5.2	1 EA	FDOT TYPE E DITCH BOTTOM INLET	\$	\$
		DOLLARS PER EA		
T-904-5.1	2,500 SY	SODDING	\$	\$
		DOLLARS PER SY		
T-905-5.1	300 CY	TOPSOIL PLACEMENT, 4-INCH	\$	\$
		DOLLARS PER CY		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-108-5.1	1 LS	ELECTRICAL DEMOLITION, CABLE	\$	\$
		DOLLARS PER LS		
L-108-5.2	19,000 LF	1/C NO. 8 AWG 5KV L-824 TYPE C CABLE, INSTALLED IN EXISTNG OR NEW CONDUIT	\$	\$
		DOLLARS PER LF		
L-108-5.3	500 LF	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING BACKFILL, GROUND RODS AND GROUND CONNECTORS	\$	\$
		DOLLARS PER LF		
L-109-7.1	1 LS	REMOVE EXISTING CONSTANT CURRENT REGULATOR	\$	\$
		DOLLARS PER LS		
L-109-7.2	1 EA	7.5 KW CONSTANT CURRENT REGULATOR AND NECESSARY CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-110-5.1	500 LF	2-INCH PVC CONDUIT, INSTALLED IN TRENCH	\$	\$
		DOLLARS PER LF		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-125-5.1	1 LS	ELECTRICAL DEMOLITION, LIGHTS	\$	\$
		DOLLARS PER LS		
L-125-5.2	2 EA	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.3	56 EA	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.4	8 EA	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.5	16 EA	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		
L-125-5.6	16 EA	L-850C FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	\$	\$
		DOLLARS PER EA		

BID FORM

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
L-125-5.7	1 EA	L-867D JUNCTION CAN WITH BLANK LID	\$	\$
		DOLLARS PER EA		
L-125-5.8	8 EA	RELOCATE BASE MOUNTED THRESHOLD LIGHT	\$	\$
		DOLLARS PER EA		
L-126-7.1	1 FIXED	FLIGHT CHECK	\$12,000.00	\$12,000.00
		TWELVE THOUSAND DOLLARS AND NO CENTS		
		FIXED DOLLAR AMOUNT		

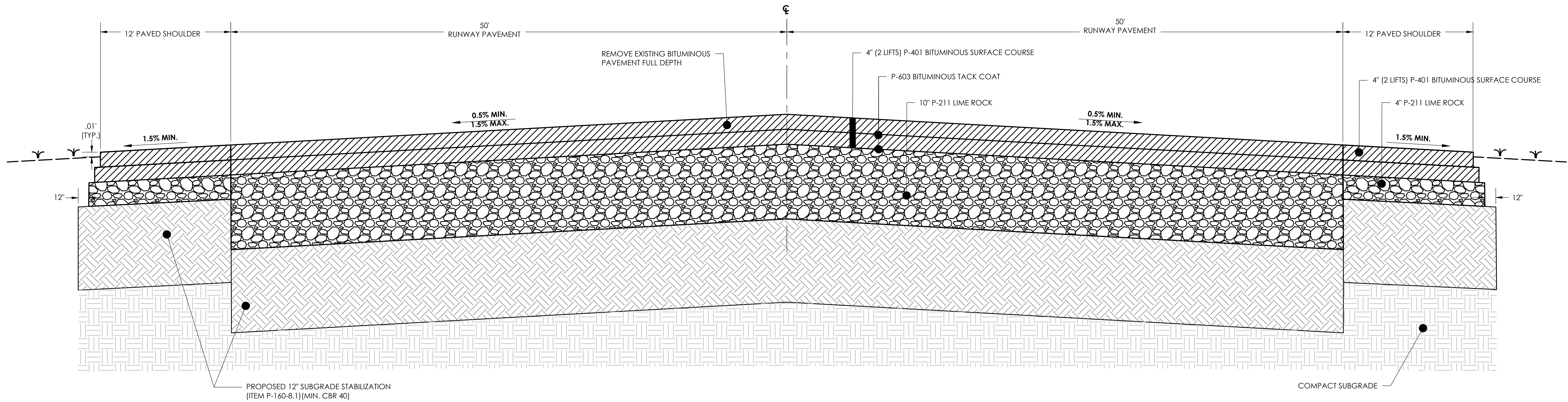
TOTAL BASE BID: \$ _____

BID FORM

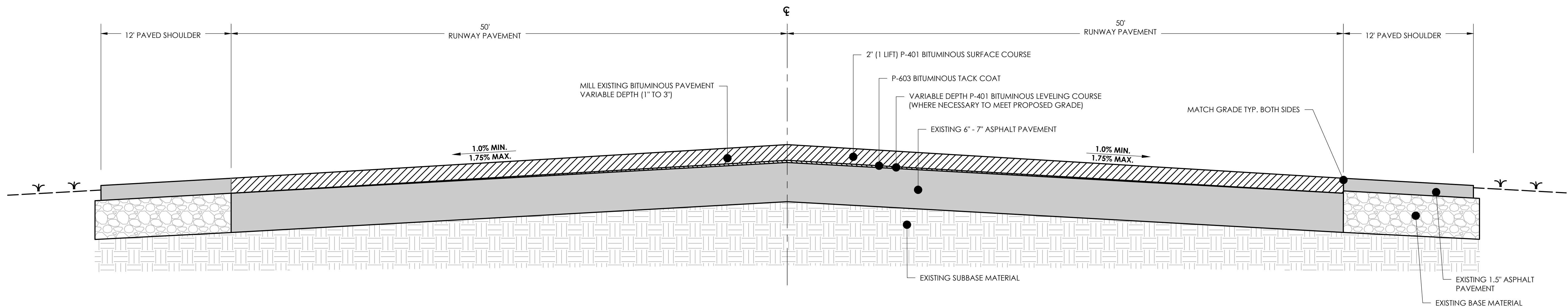
BID ALTERNATE NO. 1				
X-100-3.1	1 LS	CHANGE IN CONTRACT AMOUNT TO DELAY START OF CONSTRUCTION TO MARCH 15, 2021	\$	\$
		DOLLARS PER LS		

TOTAL BID ADDITIVE NO. 1: \$_____

TOTAL BASE BID AND BID ADDITIVE NO. 1: \$_____



1 PROPOSED RUNWAY 4-22 TYPICAL SECTION (STA 9+99.15 TO STA 14+40)
N.T.S.



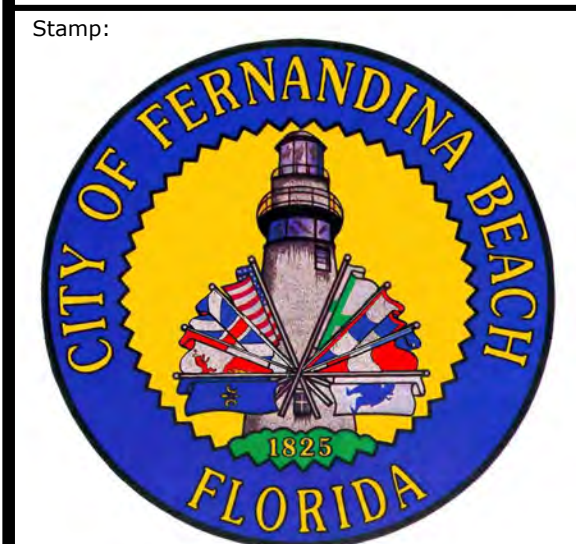
2 PROPOSED RUNWAY 4-22 TYPICAL SECTION (STA 14+40 TO STA 48+00)
N.T.S.



PASSERO ASSOCIATES

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ADDENDUM NO. 2



Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106
Principal-in-Charge: Bradley J. Wenthe, P.E.
Project Manager: Mike Farro, P.E.
Designed By: Bruce Bradley, EI

Revisions			
No.	Date	By	Description
1	5/4/2020	BB	ADDENDUM NO. 2

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TYPICAL SECTIONS

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida
Project No.
99000047.0089
Drawing No.
C-402
Date
MAY 2020

CONTRACT DRAWINGS FOR:

Fernandina Beach Municipal Airport

700 AIRPORT ROAD
FERNANDINA BEACH, FL 32034

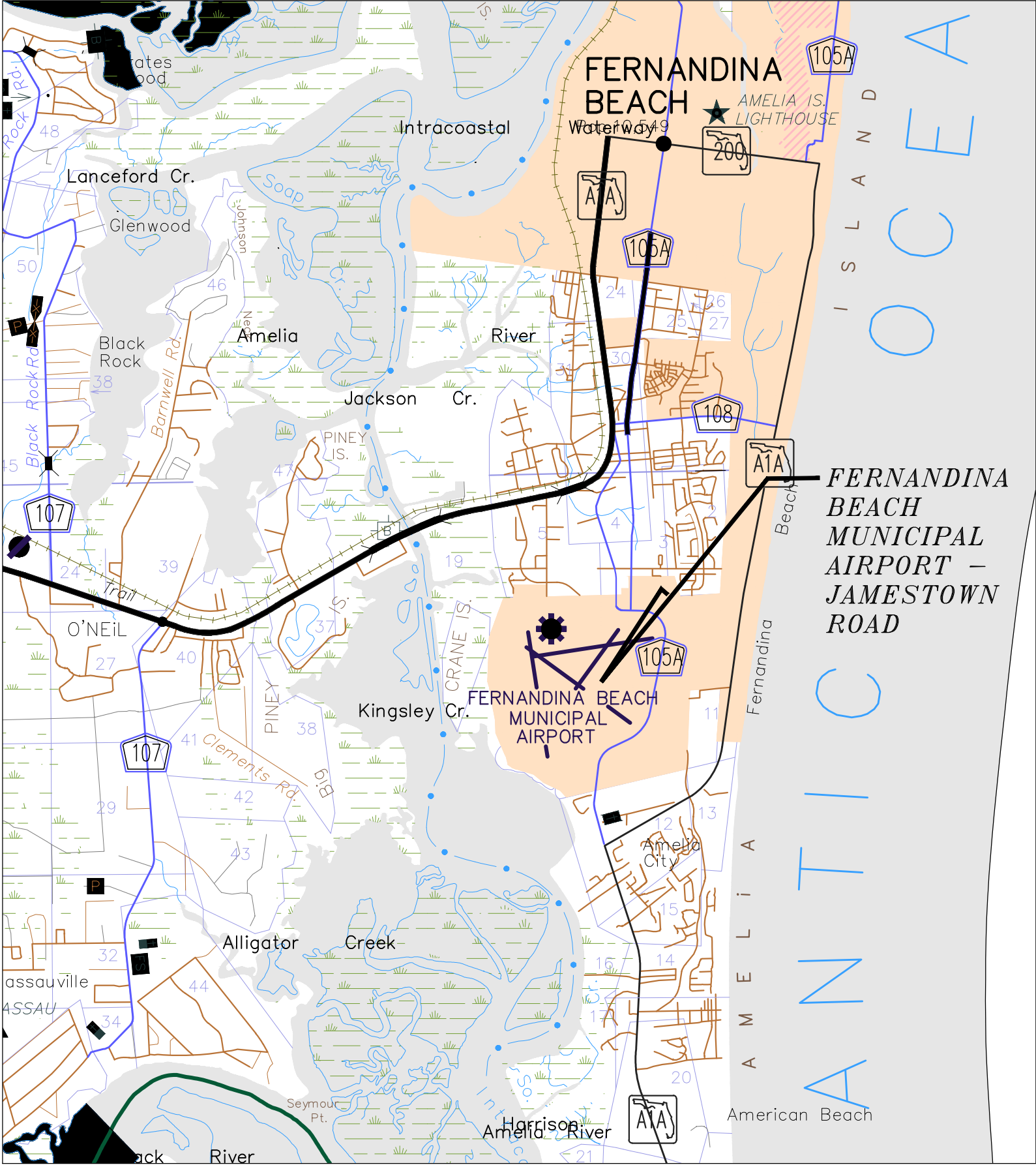
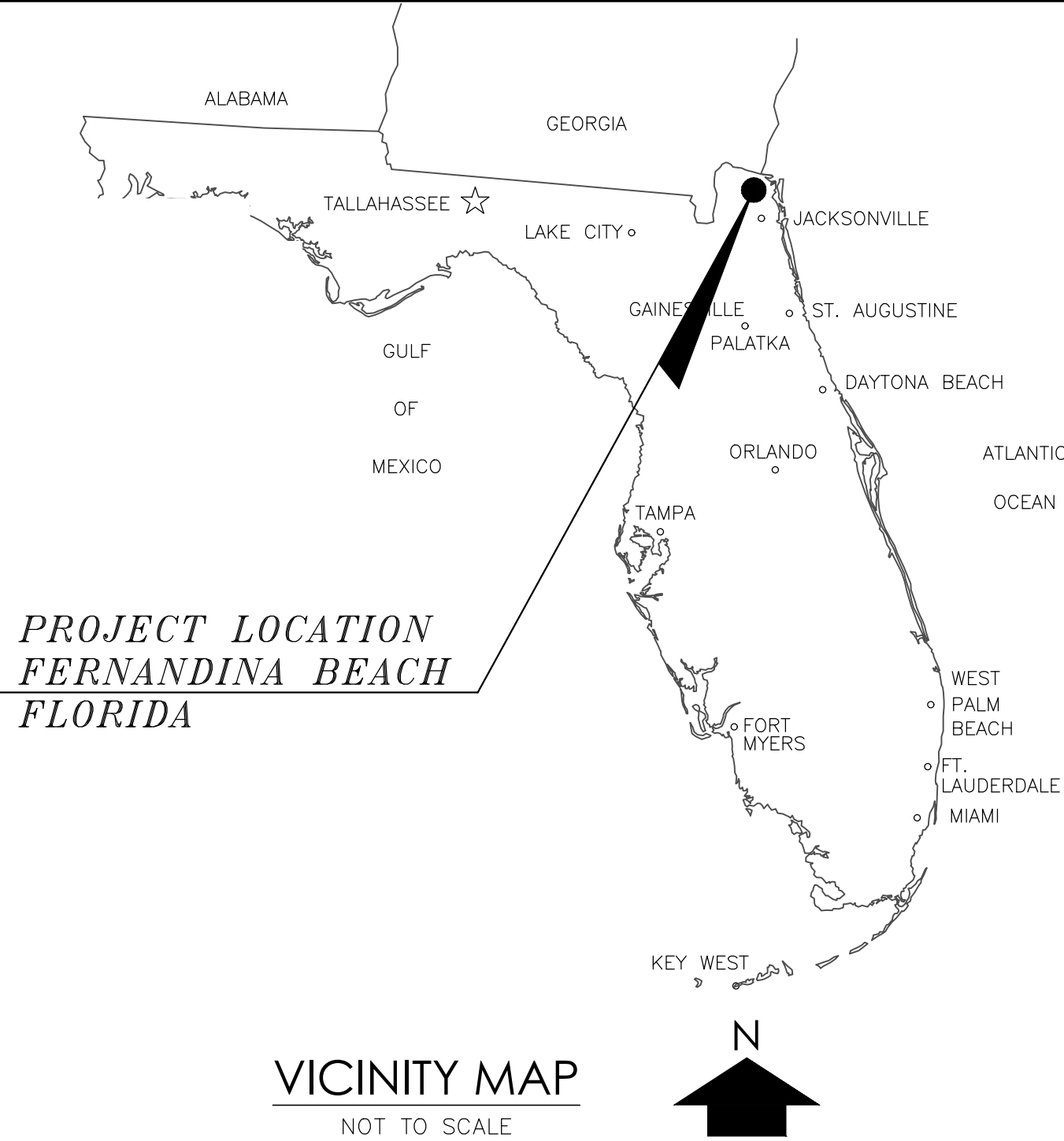
RUNWAY 4-22 REHABILITATION

CITY OF FERNANDINA BEACH
CITY BID NO. 2020-04

FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
PROJECT NUMBER: 3-12-0022-028-2019

FLORIDA DEPARTMENT OF TRANSPORTATION
F.I.N. PROJECT NUMBER: 443809-1

PASSERO ASSOCIATES
PROJECT NUMBER 99000047.0089



APRIL, 2020



PASSERO ASSOCIATES
engineering architecture
www.Passero.com

4730 Casa Cola Way, Suite 200 (904) 757-6106
St. Augustine, FL. 32095 Fax: (904) 757-6107
Certificate of Authorization # 3428

BID SET

GENERAL NOTES

1. UNDERGROUND UTILITY LAYOUT INFORMATION WAS COMPILED FROM AS-BUILT INFORMATION AND EXISTING RECORD PLANS AND IS OFFERED SOLELY FOR THE PURPOSE OF PROVIDING THE CONTRACTOR WITH DATA AVAILABLE TO THE ENGINEER. THE ACTUAL LOCATIONS IN THE FIELD MAY BE DIFFERENT FROM THAT SHOWN. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES AND AIRPORT CABLES IN FIELD PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING UTILITIES (SEE SUNSHINE STATE ONE CALL OF FLORIDA NOTE BELOW). IN THE EVENT OF DAMAGE TO EXISTING ELECTRICAL CABLES AND UTILITIES, THE ENGINEER AND AIRPORT MANAGER ARE TO BE NOTIFIED IMMEDIATELY AND THE CONTRACTOR SHALL REPAIR THE DAMAGE, AS DIRECTED BY THE ENGINEER, IMMEDIATELY AND AT THE CONTRACTOR'S EXPENSE. ALL DAMAGED CABLES, WILL BE REPLACED TO THE NEAREST LIGHTING FIXTURES. NO FIELD SPLICES WILL BE PERMITTED.
3. PROPERTY LINES, RIGHT-OF-WAY LINES, AND OWNER NAMES SHOWN ON THE PLANS ARE TAKEN FROM RECORD MAPS.
4. CONTRACTOR'S ACCESS TO THE AIRPORT SHALL BE LIMITED TO THE ACCESS ROADS SHOWN ON THE PLAN. THE CONTRACTOR, UPON COMPLETION OF THIS CONTRACT, SHALL REPAIR ANY DAMAGE TO ACCESS ROADS, GATES OR FENCES. ALL EXISTING PAVEMENTS AND DISTURBED GROUND SHALL BE RESTORED TO EXISTING CONDITION OR BETTER AT NO COST TO THE OWNER. ONLY ACTIVE AIRCRAFT PAVEMENTS MARKED ON THE PLAN MAY BE USED FOR CONTRACTOR ACCESS. CONTRACTOR SHALL MINIMIZE PAVEMENT CROSSINGS AND SHALL CLEAN AND SWEEP ACTIVE AIRCRAFT PAVEMENT AS OFTEN AS NECESSARY, AS ORDERED BY OWNER, TO KEEP PAVEMENT FREE OF DEBRIS. UTILIZED VEHICLE ROADS SHALL BE SWEEPED AT THE END OF EACH WORKING DAY.
5. ALL AREAS DISTURBED SHALL BE FINE GRADED, TOPSOILED, AND SEEDED OR SODDED. FINE GRADING SHALL BE SHAPED TO ALLOW SURFACE DRAINAGE AND CONFORM TO SMOOTH TRANSITIONS WITH SURROUNDING GRADE.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR THE PROJECT AND FOR ACCESS TO THE SITE. COST FOR PERMITS IS TO BE PAID FOR UNDER THE MOBILIZATION PAY ITEM.
7. ALL COSTS ASSOCIATED WITH MAINTENANCE OF HAUL ROADS, ACCESS ROADS, RESTORATION OF SURFACES DISTURBED AND ALL BARRICADES AND TEMPORARY AIRPORT MARKINGS SHALL BE INCLUDED IN ITEM C-100 MAINTENANCE & PROTECTION OF TRAFFIC.
8. THE CONTRACTOR'S SPECIAL ATTENTION IS DIRECTED TO AC 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION SINCE SAFETY REQUIREMENTS AFFECT SEQUENCING OF WORK.
9. ANY IRON PINS, CONCRETE MONUMENTS, SURVEY MONUMENTS, OR OTHER ITEMS DEFINING PROPERTY LINES OR BASELINES WHICH ARE DISTURBED SHALL BE PROPERLY TIED AND ACCURATELY RESET UPON COMPLETION OF WORK BY THE CONTRACTOR AT NO COST TO THE OWNER.
10. ELEVATIONS ARE BASED ON U.S.C. & G.S. DATUM. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING THESE SITE BENCH MARKS OR MOVING THEM IF THEY ARE IN THE LINE OF CONSTRUCTION.
11. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED WRITTEN APPROVAL OF THE ENGINEER.
12. SITE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE PERIOD OF CONSTRUCTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY MAINTAINING THE CONSTRUCTION SITE THROUGHOUT THE PERIOD OF CONSTRUCTION.
14. THE CONTRACTOR SHALL NOT LEAVE CONSTRUCTION EQUIPMENT RUNNING OR UNATTENDED.
15. THE CONTRACTOR SHALL KEEP EQUIPMENT NOT NECESSARY FOR THEIR OPERATIONS OUT OF THE EXISTING TERMINAL AND AIR OPERATIONS AREA.
16. ALL WORK IS INCLUDED UNDER BASE BID UNLESS SPECIFICALLY LABELED OTHERWISE.
17. GATES WITH LOCKS WILL BE MAINTAINED AT CONTRACTOR ACCESS ROUTES. NO ACCESS WILL BE PERMITTED BY ANYONE OTHER THAN AIRPORT EMPLOYEES, CONTRACTOR'S EMPLOYEES AND EQUIPMENT INCLUDING DELIVERIES, AND THE RESIDENT ENGINEER. NO OPEN GATES WILL BE LEFT UNATTENDED.
18. THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.
19. ALL WORK SHALL BE DONE IN STRICT COMPLIANCE WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES, STANDARDS, ORDINANCES, RULES, AND REGULATIONS.
20. THE ENGINEER RESERVES THE RIGHT TO EXAMINE ANY WORK DONE ON THIS PROJECT AT ANY TIME TO DETERMINE CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS OF THIS PROJECT, AS INTENDED AND INTERPRETED BY THE ENGINEER.
21. EROSION CONTROL: PROVIDE AND MAINTAIN EROSION CONTROL MEASURES IN CONFORMANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. MAINTAIN CONTROL MEASURES UNTIL PAVING IS COMPLETE AND LAWN AREAS ARE FULLY DEVELOPED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF SEDIMENT LADEN RUNOFF RESULTING FROM STORM EVENTS DURING CONSTRUCTION OF THIS PROJECT. SILT FENCING AND OTHER EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR PRIOR TO AND THROUGHOUT CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT ONTO ADJACENT PROPERTY, WETLAND JURISDICTIONAL AREAS AND SURFACE WATERS. STABILIZATION AND RE-VEGETATION OF ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE FOLLOWING THE PROCESS OF DISTURBANCE TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION AND SEDIMENTATION OF LOWER LYING AND DOWNSTREAM AREAS.
22. THE CONTRACTOR SHALL:
- A. VERIFY ALL CONDITIONS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK AND NOTIFY THE ENGINEER, IN WRITING, OF ANY DISCREPANCIES.
- B. EXAMINE THE SITE AND INCLUDE IN HIS WORK THE EFFECT OF ALL EXISTING CONDITIONS ON THE WORK.
- C. PROVIDE AND INSTALL ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH RECOGNIZED STANDARD OF GOOD PRACTICE.
- D. HOLD THE OWNER HARMLESS AGAINST ANY AND ALL CLAIMS ARISING FROM WORK DONE BY THE CONTRACTOR OR HIS SUB-CONSULTANTS ON THE SITE.
23. CONTRACTOR PROJECT CLOSE-OUT REQUIREMENTS:
- A. THE CONTRACTOR SHALL FULFILL THE REQUIREMENTS AND COMPLETE THE "CONTRACTOR'S PROJECT CLOSEOUT CHECKLIST", PAGE SF-1, INCLUDED IN THE CONTRACT DOCUMENTS, BEFORE FINAL PAYMENT WILL BE ISSUED.
- B. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS FOR THE COMPLETION AND CLOSE-OUT OF THE PROJECT CONSTRUCTION.
- C. THE CONTRACTOR SHALL PROVIDE THE OWNER AND THE ENGINEER OF RECORD WITH COPIES OF RECORD LOGS, TEST RESULTS, AND SUPPORTING DOCUMENTATION WITHIN 30 DAYS OF THE COMPLETION OF WORK.
- D. AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL GIVE THE OWNER AND THE ENGINEER OF RECORD A MINIMUM OF THREE (3) DAYS NOTICE PRIOR TO THE SCHEDULED SITE INSPECTION.

BID QUANTITIES

BASE BID - REHABILITATE RUNWAY 4-22 INCLUDING DRAINAGE, LIGHTING AND MARKING				
SPEC ITEM NO.	DESCRIPTION	QUANTITY/ UNIT	FINAL QTY.	
C-105-6.1	CONTRACTOR QUALITY CONTROL PROGRAM, INCLUDING TESTING	1	LS	
C-102-5.1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	
C-102-5.2	SILT FENCE	1,400	LF	
C-102-5.3	INLET PROTECTION	1	EA	
C-105-6.1	MOBILIZATION	1	LS	
C-106-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	
C-107-3.1	CONSTRUCTION PROGRESS AERIAL PHOTOS	1	LS	
C-108-8.1	PROJECT SURVEY, STAKEOUT AND RECORD DRAWINGS	1	LS	
P-101-5.1	BITUMINOUS PAVEMENT REMOVAL, FULL DEPTH	5,800	SY	
P-101-5.2	BITUMINOUS PAVEMENT REMOVAL, VARIABLE DEPTH (3-INCH OR LESS)	43,000	SY	
P-152-4.1	UNCLASSIFIED EXCAVATION	1,700	CY	
P-152-4.2	EMBANKMENT IN PLACE	1,200	CY	
P-160-8.1	12-INCH SUBGRADE STABILIZATION	5,000	SY	
P-211-5.1	LIMEROCK BASE COURSE, 4-INCH	150	SY	
P-211-5.2	LIMEROCK BASE COURSE, 10-INCH	6,100	SY	
P-401-8.1	BITUMINOUS SURFACE COURSE, 2-INCH	6,300	TON	
P-401-8.2	BITUMINOUS LEVELING COURSE	50	TON	
P-602-5.1	PRIME COAT	1,500	GAL	
P-603-5.1	TACK COAT	9,900	GAL	
P-610-5.1	CONCRETE THRESHOLD BAR, 4-INCH	768	SF	
P-620-5.1	TEMPORARY RUNWAY/TAXIWAY MARKING	75,600	SF	
P-620-5.2	RUNWAY/TAXIWAY MARKING, WHITE, WITH GLASS BEADS	71,600	SF	
P-620-5.3	RUNWAY/TAXIWAY MARKING, YELLOW, WITH GLASS BEADS	31	SF	
P-620-5.4	TAXIWAY/RUNWAY MARKING, BLACK	17,000	SF	
P-621-5.1	PAVEMENT GROOVING	47,000	SY	
D-702-6.1	30-INCH REINFORCED CONCRETE PIPE LINING	615	LF	
D-751-5.1	REMOVE INLET	1	EA	
D-751-5.2	FDOT TYPE E DITCH BOTTOM INLET	1	EA	
T-904-5.1	SODDING	2,500	SY	
T-905-5.1	TOPSOIL PLACEMENT, 4-INCH	300	CY	
L-108-5.1	ELECTRICAL DEMOLITION, CABLE	1	LS	
L-108-5.2	1/C NO. 8 AWG 5KV L-824 TYPE C CABLE, INSTALLED IN EXISTING OR NEW NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING BACKFILL, REMOVE EXISTING CONSTANT CURRENT REGULATOR	19,000	LF	
L-108-5.3	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	500	LF	
L-109-7.1	7.5 KW CONSTANT CURRENT REGULATOR AND NECESSARY 2-INCH PVC CONDUIT, INSTALLED IN TRENCH	1	LS	
L-109-7.2	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	1	EA	
L-110-5.1	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	500	LF	
L-125-5.1	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	1	LS	
L-125-5.2	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN, INCLUDING TRANSFORMER	2	EA	
L-125-5.3	L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	56	EA	
L-125-5.4	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	16	EA	
L-125-5.5	L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN INCLUDING TRANSFORMER AND CONNECTIONS	8	EA	
L-125-5.6	L-850C FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN	8	EA	
L-125-5.7	L-867D JUNCTION CAN WITH BLANK LID	4	EA	
L-126-7.1	FLIGHT CHECK	1	FIXED	
BID ALTERNATE NO. 1				
X-100-3.1	CHANGE IN CONTRACT AMOUNT TO DELAY START OF CONSTRUCTION TO MARCH 15, 2021	1	LS	

INDEX OF SHEETS

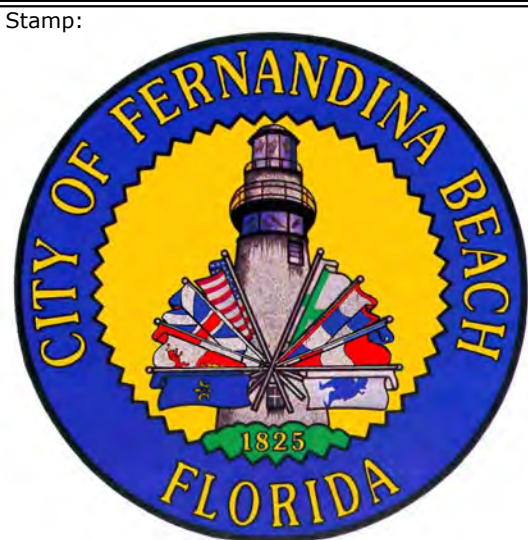
DRAWING NO.	DRAWING TITLE
C-000	COVER SHEET
C-010	INDEX OF SHEETS AND BID QUANTITIES
C-011	SAFETY, SECURITY, AND GENERAL NOTES
C-100	PROJECT LAYOUT PLAN
C-201-204	CONSTRUCTION SAFETY AND PHASING PLANS
C-303-304	DEMOLITION PLAN
C-401 - 403	TYPICAL SECTIONS & PAVEMENT LAYOUT DETAILS
C-501 - 504	GRADING PLAN AND PROFILE
C-601 - 603	PAVEMENT ELEVATION PLAN
D-650	DRAINAGE DETAILS
L-700-704	LIGHTING PLAN
L-705	HOMERUN CABLE PLAN AND NOTES
L-750-751	LIGHTING DETAILS
L-800	ELECTRICAL VAULT LAYOUT
C-900-904	MARKING PLAN
C-951	SAWCUT GROOVING DETAIL
C-952-956	STORMWATER POLLUTION PREVENTION PLAN



PASSERO ASSOCIATES

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BID SET



Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wentze, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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INDEX OF SHEETS
AND BID QUANTITIES

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-010

Date
APRIL 2020

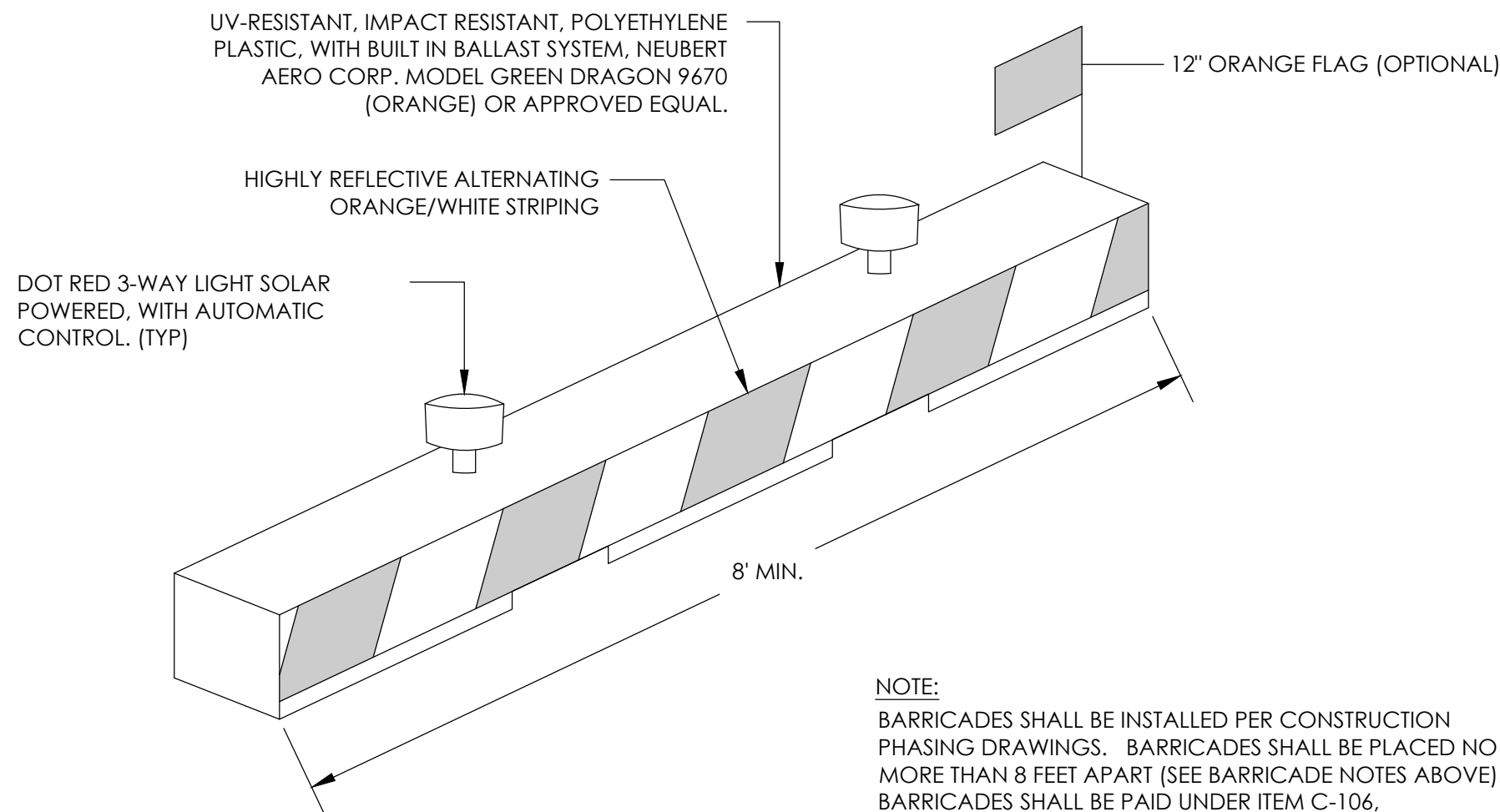
CONTRACTOR'S SAFETY AND SECURITY REQUIREMENTS

SAFETY NOTES:

1. AIRPORT OPERATIONS - THE CONTRACTOR SHALL ACQUAINT ALL SUPERVISORS AND EMPLOYEES WITH THE AIRPORT ACTIVITIES AND OPERATIONS THAT ARE INHERENT AT THE AIRPORT AND SHALL CONDUCT ALL CONSTRUCTION ACTIVITIES TO CONFORM TO ALL ROUTINE AND EMERGENCY AIR TRAFFIC REQUIREMENTS AND GUIDELINES ON SAFETY SPECIFIED IN NOTE 10 BELOW.
2. VEHICLE IDENTIFICATION - ALL CONTRACTOR CONSTRUCTION EQUIPMENT AUTHORIZED TO OPERATE ON THE AIRPORT SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3' X 3' OR LARGER ORANGE AND WHITE CHECKERED FLAG, EACH CHECK BEING 1' SQUARE. ALL VEHICLES OPERATING IN THE ACTIVE AIRPORT OPERATIONS AREA DURING THE HOURS OF DARKNESS SHALL BE EQUIPPED WITH A FLASHING/ROTATING AMBER (YELLOW) DOME-TYPE LIGHT MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
3. RUNWAY CLOSURES - PLACE TEMPORARY LIGHTED CLOSED RUNWAY "X" OR TEMPORARY CLOSED RUNWAY MARKING OVER RUNWAY NUMERAL FOR ANY RUNWAY CLOSURES, AS REQUIRED (SEE DETAILS BELOW).
4. OPEN TRENCHES AND CONSTRUCTION ACTIVITY - ANY CONSTRUCTION ACTIVITY OR OPEN TRENCHES WITHIN THE RUNWAY SAFETY AREA (RSA) WILL REQUIRE CLOSURE OF THE AFFECTED RUNWAY OR TAXIWAY, UNLESS OTHERWISE APPROVED BY AIRPORT MANAGER AND THE OWNER'S REPRESENTATIVE. NO OPEN DITCHES, EQUIPMENT, MATERIALS OR MATERIAL STOCKPILES WILL BE PERMITTED WITHIN THE RUNWAY 13-31 OBJECT FREE AREA (ROFA), 400' AND 200' RESPECTIVELY FROM THE RUNWAY CENTERLINE, WHEN RUNWAY IS OPEN. CLOSURES REQUIRE THE SAME PROVISIONS AS NOTE 3 ABOVE.
5. TRENCH MARKING - OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIALS LOCATED IN THE AIRPORT OPERATIONS AREA SHALL BE PROMINENTLY MARKED WITH FLAGS AND LIGHTED BY APPROVED LIGHT UNITS DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS.
6. OPEN FLAME - OPEN FLAME, WELDING OR TORCH-CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS HAVE BEEN TAKEN AND THE PROCEDURE APPROVED BY FIRE INSPECTOR, AIRPORT MANAGER AND THE ENGINEER. NO DEBRIS BURNING IS ALLOWED.
7. STOCKPILE EROSION AND DUST CONTROL - STOCKPILED MATERIAL AND OPEN EXCAVATIONS SHALL BE TREATED IN SUCH A MANNER AS TO PREVENT MOVEMENT RESULTING FROM AIRCRAFT BLAST OR WIND, & SHALL BE IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION & EROSION CONTROL PLANS.
8. DEBRIS CONTROL - DEBRIS, WASTE AND LOOSE MATERIAL SHALL NOT BE ALLOWED ON ACTIVE AIRCRAFT MOVEMENT AREAS. IF OBSERVED TO BE ON ACTIVE AIRCRAFT MOVEMENT AREAS, THE MATERIAL WILL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE ENGINEER MAY DIRECT THAT DEBRIS PROBLEMS DURING CONSTRUCTION NOT CORRECTED BY THE CONTRACTOR BE CORRECTED BY OTHERS AT THE EXPENSE OF THE CONTRACTOR. NO OPEN TOP DUMPSTERS ARE ALLOWED IN THE PROJECT OR STAGING AREA. TRUCKS SHALL COVER THE LOAD FOR ALL MOVEMENTS ON THE AIRPORT.
9. INSPECTION BY OPERATIONS - PRIOR TO OPENING FOR AIRCRAFT USE, THE CONTRACTOR SHALL ARRANGE FOR INSPECTION BY THE ENGINEER AND AIRPORT MANAGER ANY RUNWAY, TAXIWAY OR APRON THAT HAS BEEN CLOSED FOR WORK, OR THAT HAS BEEN USED FOR A CROSSING POINT OR HAUL ROUTE BY THE CONTRACTOR.
10. SAFETY GUIDELINES:
150/5370-2G "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION"

150/5200-18D "AIRPORT SAFETY SELF-INSPECTION"

150/5210-5D "PAINTING, MARKING AND LIGHTING OF VEHICLES USED ON AIRPORT"
11. LIGHTED AIRPORT LOW PROFILE BARRICADES ARE REQUIRED AS NOTED ANYTIME THE CONTRACTOR IS WORKING (SEE DETAIL BELOW).
12. AT THE END OF THE WORK DAY, CONTRACTOR SHALL REMOVE ALL EQUIPMENT FROM WORK AREA BACK TO THE CONTRACTOR STAGING AREA OR TO SUCH OTHER LOCATIONS AS APPROVED BY THE ENGINEER.



AIRPORT LOW-PROFILE BARRICADE
N.T.S.

SECURITY NOTES:

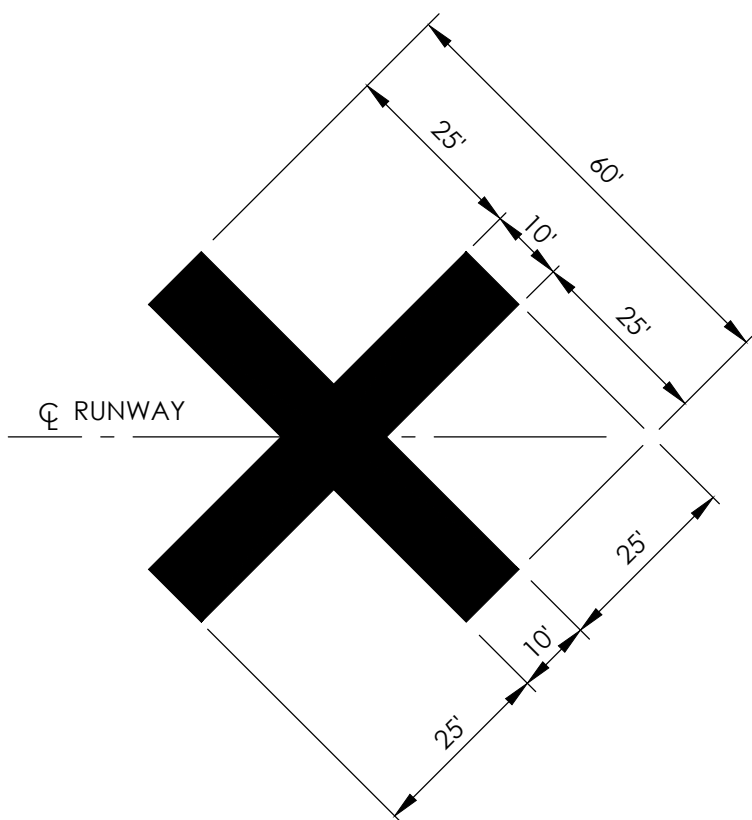
1. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE AIRPORT AND WITH THE SECURITY REQUIREMENTS SPECIFIED HEREIN. THE CONTRACTOR SHALL DESIGNATE IN WRITING TO THE ENGINEER THE NAME OF HIS/HER "CONTRACTOR SECURITY OFFICER". THE CONTRACTOR SECURITY OFFICER SHALL REPRESENT THE CONTRACTOR ON THE SECURITY REQUIREMENTS OF THE CONTRACT.
2. CONTRACTOR PERSONNEL SECURITY ORIENTATION - THE CONTRACTOR SECURITY OFFICER SHALL BE RESPONSIBLE FOR BRIEFING ALL CONTRACTOR PERSONNEL ON THESE REQUIREMENTS AND, FROM TIME TO TIME, OTHER SECURITY PROVISIONS ADOPTED BY THE ENGINEER OR OWNER. ALL NEW CONTRACTOR EMPLOYEES SHALL BE BRIEFED ON THESE REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREA.
3. ACCESS TO THE SITE - CONTRACTOR'S ACCESS TO THE SITE SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED CONSTRUCTION PERSONNEL OR TRAFFIC ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEANUP OF ANY DEBRIS DEPOSITED ALONG THE ACCESS ROAD AS A RESULT OF HIS/HER CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNING AT THE ACCESS GATE AND ALONG THE DELIVERY ROUTE TO THE STORAGE AREA OR WORK SITE SHALL BE AS DIRECTED BY THE ENGINEER.
4. MATERIALS DELIVERY TO THE SITE - ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE SITE WILL USE THE ACCESS POINT AT THE CONTRACTOR'S STAGING SITE. THE CONTRACTOR SHALL PROVIDE ESCORT SERVICES TO DIRECT DELIVERIES.
5. CONSTRUCTION AREA LIMITS - THE LIMITS OF CONSTRUCTION, MATERIAL STORAGE AREAS, EQUIPMENT STORAGE AREA, PARKING AREA AND OTHER AREAS DEFINED AS REQUIRED FOR THE CONTRACTOR'S EXCLUSIVE USE DURING CONSTRUCTION SHALL BE MARKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL ERECT AND MAINTAIN AROUND THE PERIMETER OF THESE AREAS SUITABLE FENCING, SIGNAGE AND WARNING DEVICES VISIBLE FOR BOTH DAY/NIGHT USE TO DELINEATE THE PERIMETER OF ALL SUCH AREAS (INCLUDE COST IN ITEM M-100).
6. CONTRACTOR EMPLOYEE PERSONAL VEHICLES SHALL BE RESTRICTED TO THE CONTRACTOR'S STAGING AREA OR CONTRACTOR EMPLOYEE PARKING AREA AND ARE NOT ALLOWED ON THE AIRFIELD AT ANY TIME.
7. REQUIREMENTS FOR BADGING - BADGING OF CONTRACTOR PERSONNEL WILL NOT BE REQUIRED FOR THIS PROJECT.

BARRICADE NOTES:

1. TYPICAL LIGHTED AIRPORT LOW PROFILE BARRICADES TO BE PLACED ALONG THE LIMITS OF THE PHASES OF WORK, AS SHOWN IN THESE PLANS, TO DELINEATE THE CONTRACTOR'S WORK AREAS (SEE DETAIL BELOW).
2. ALL BARRICADES SHALL BE CHECKED VISUALLY ON A WEEKLY BASIS AND SHALL BE REPAINTED WHEN DEEMED APPROPRIATE BY THE ENGINEER. ALL LIGHT FIXTURES SHALL BE VERIFIED OPERATING BY THE CONTRACTOR ON A DAILY BASIS BEFORE THE CONTRACTOR CEASES OPERATION FOR THE DAY.
3. ALL BARRICADES SHALL BE MOVED AT LEAST ONCE EACH WEEK AND THE CONTRACTOR SHALL SWEEP THE DEBRIS WHICH HAS ACCUMULATED AND REMOVE IT FROM THE SITE. THE BARRICADES SHALL THEN BE REPLACED AT THE APPROPRIATE LOCATION.
4. BARRICADES SHALL BE SPACED 8' MAXIMUM, END TO END, OR AS DIRECTED BY THE ENGINEER.

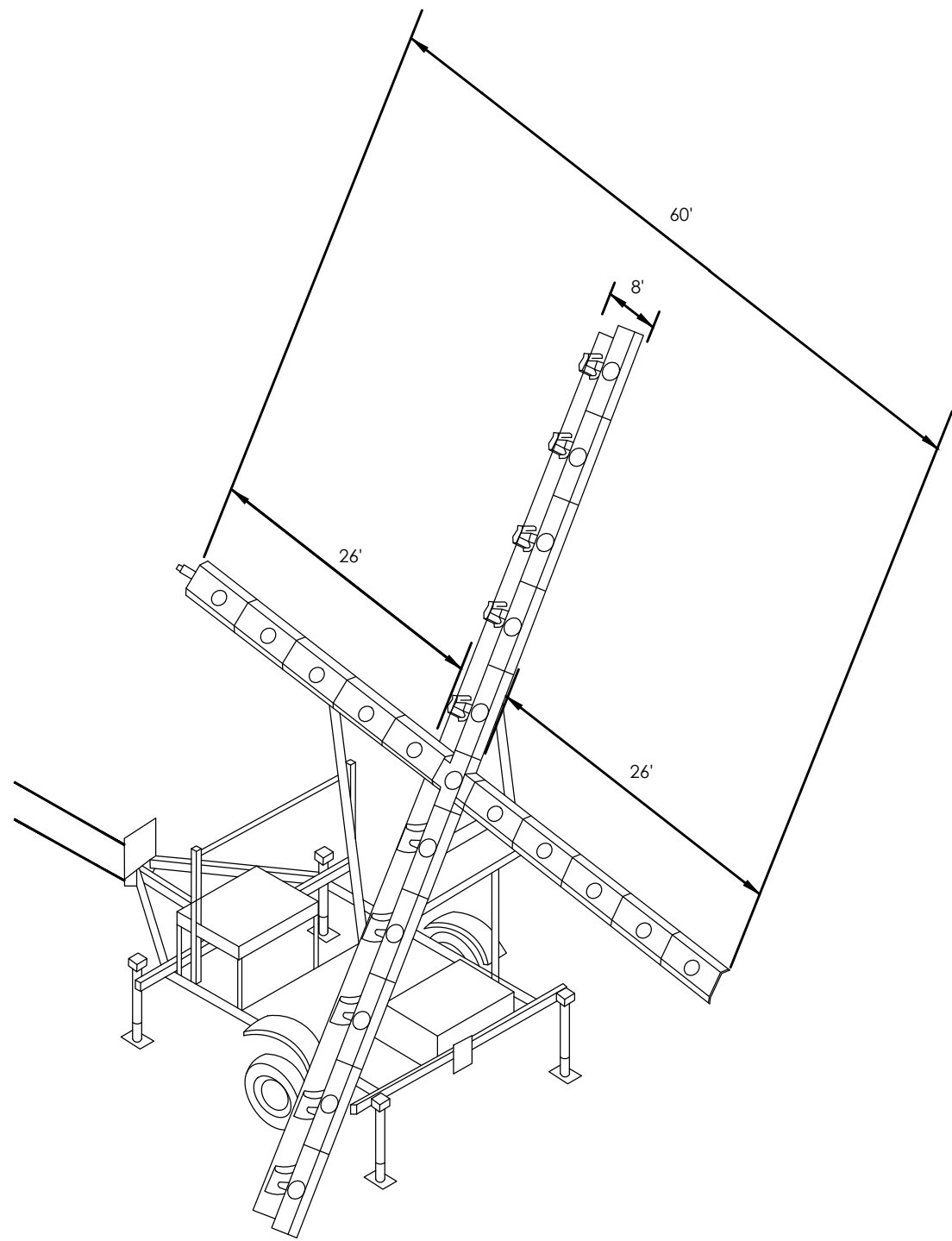
SUNSHINE STATE ONE CALL OF FLORIDA:

AT LEAST 48 HOURS BEFORE YOU DIG, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS, CALL **811** WHEN CALLING FROM FLORIDA AND **1-800-432-4770** WHEN CALLING FROM OUTSIDE FLORIDA. A REPRESENTATIVE WILL COME TO YOUR PROPERTY TO LOCATE AND MARK PUBLIC UTILITIES. THERE IS NO CHARGE FOR THIS SERVICE.



TEMPORARY UNLIGHTED
CLOSED RUNWAY MARKING
N.T.S.

- NOTES:
1. TEMPORARY CLOSED RUNWAY MARKINGS SHALL BE AVIATION YELLOW.
3. THE COST FOR TEMPORARY LIGHTED OR UNLIGHTED CLOSED MARKINGS SHALL BE INCLUDED IN ITEM C-106.
4. LIGHTED CLOSED RUNWAY X'S MAY BE USED IN LIEU OF PAVEMENT MARKINGS. REFER TO TECHNICAL SPECIFICATION MAINTENANCE & PROTECTION OF TRAFFIC AND THE PHASING & SAFETY PLAN FOR FURTHER CONTRACT REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND OPERATION OF LIGHTED RUNWAY CLOSURE X'S WHEN THEY ARE REQUIRED. COORDINATE WITH OWNER BEFORE CONSTRUCTION PROCEEDS.



LIGHTED TEMPORARY RUNWAY
CLOSURE MARKER
N.T.S.

- NOTES:
1. LIGHTED RUNWAY CLOSURE MARKERS SHALL BE PER (L-893) AC 150/5345-55A.
2. COST OF FURNISHING AND MAINTAINING LIGHTED X SHALL BE INCLUDED TO ITEM C-106.
3. FOUR (4) RAISED-LIGHTED TEMPORARY RUNWAY CLOSURE MARKERS SHALL BE PROVIDED BY THE CONTRACTOR FOR USE DURING THE PROJECT. THE CONTRACTOR SHALL OPERATE & MAINTAIN THESE "X'S" FOR THE DURATION OF THE CONTRACT. APPROVAL SHALL BE OBTAINED THROUGH THE SHOP DRAWING REVIEW PROCESS.



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Project Manager: Bradley J. Wentte, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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SAFETY AND
SECURITY NOTES
AND GENERAL NOTES

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-011

Date
APRIL 2020

- CONTRACT ELEMENTS INCLUDE:**
- BITUMINOUS PAVEMENT REMOVAL
 - BITUMINOUS PAVEMENT MILLING
 - FULL DEPTH PAVEMENT RECONSTRUCTION
 - BITUMINOUS PAVEMENT OVERLAY
 - RUNWAY EDGE LIGHTING REMOVAL AND REPLACEMENT
 - THRESHOLD LIGHTING REMOVAL AND REPLACEMENT
 - CABLING AND VAULT EQUIPMENT
 - STORM PIPE REPAIR AND LINING
 - PAVEMENT GROUTING

SITE BENCHMARK NO. 101
"FERNPORT AZ MK"
GRID NORTH = 2,283,125.98
GRID EAST = 511,163.69
NAVD 88 ELEVATION = 12.00'

NAIL & DISK FOUND
GRID NORTH = 2,284,485.8102
GRID EAST = 512,500.2289
NAVD 88 ELEVATION = 14.04'

RUNWAY 4-22 PAVEMENT MARKINGS

RELOCATE RUNWAY 27 THRESHOLD LIGHTS (TYP. BOTH SIDES)

SITE BENCHMARK NO. 107
NAIL & DISK (LB 7039) SET
GRID NORTH = 2,282,977.1231
GRID EAST = 511,481.8033
NAVD 88 ELEVATION = 14.29'

SITE BENCHMARK NO. 106
NAIL & DISK (LB 7039) SET
GRID NORTH = 2,282,494.5031
GRID EAST = 511,133.9646
NAVD 88 ELEVATION = 13.68'

SITE BENCHMARK NO. 105
NAIL & DISK (LB 7039) SET
GRID NORTH = 2,281,849.0371
GRID EAST = 510,668.1171
NAVD 88 ELEVATION = 13.44'

SITE BENCHMARK NO. 104
NAIL & DISK (LB 7039) SET
GRID NORTH = 2,281,284.6292
GRID EAST = 510,260.6213
NAVD 88 ELEVATION = 13.04'

SITE BENCHMARK NO. 103
NAIL & DISK (LB 7039) SET
GRID NORTH = 2,280,720.4100
GRID EAST = 509,853.2556
NAVD 88 ELEVATION = 12.40'

SITE BENCHMARK NO. 102
NAIL & DISK (LB 7039) SET
GRID NORTH = 2,280,152.4684
GRID EAST = 509,442.9669
NAVD 88 ELEVATION = 12.18'

SITE BENCHMARK NO. 100
"FERNPORT"
GRID NORTH = 2,281,205.05
GRID EAST = 509,734.85
NAVD 88 ELEVATION = 10.49'

611 LF OF EXISTING 30" PIPE TO BE LINED

RUNWAY 4-22 PAVEMENT REHABILITATION

SURVEY CONTROL NOTES

1. TOPOGRAPHIC SURVEY PROVIDED BY:

MANZIE AND DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
2. THE CONTRACTOR SHALL VERIFY EXISTING END OF RUNWAY ELEVATIONS BEFORE AND AFTER CONSTRUCTION. VERIFICATION SHALL BE PERFORMED BY A LICENSED SURVEYOR. CONTRACTOR SHALL RESET RUNWAY LENGTH AND CENTERLINE BEFORE FINAL PAVING, BUT THE RUNWAY LENGTH AND CENTERLINE SHALL NOT BE REDUCED. THE LICENSED SURVEYOR SHALL RESET MARKERS (AS NECESSARY) AND SUBMIT SURVEY (STAMPED) REPORT TO OWNER.



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250' 0 250'

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PROJECT LAYOUT PLAN

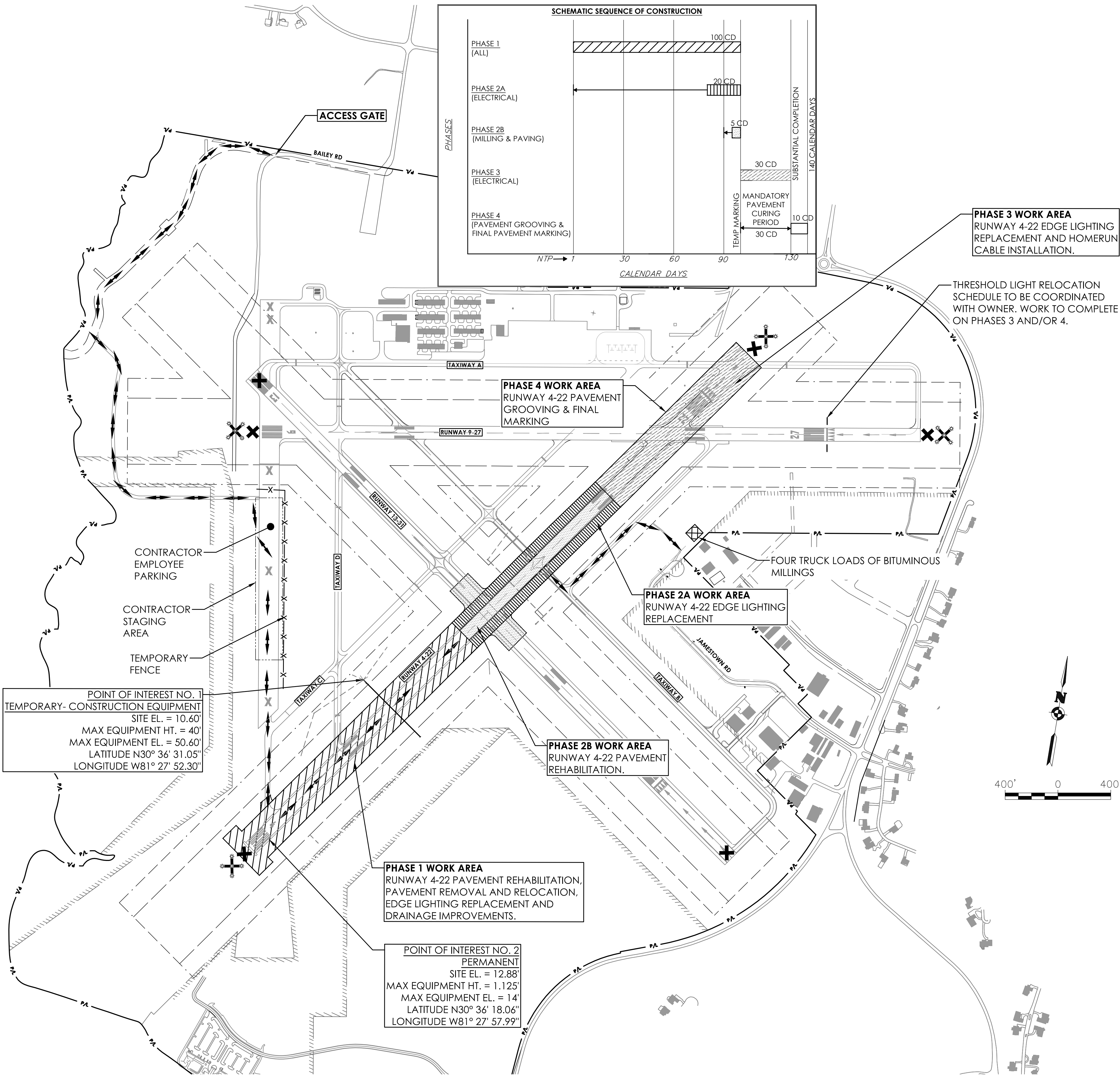
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-100

Date
APRIL 2020



GENERAL PHASING NOTES:

1. ALL CONSTRUCTION WORK FOR THIS ENTIRE PROJECT (PHASE 1 THROUGH 4) SHALL BE ACCOMPLISHED WITHIN 140 CALENDAR DAYS.
2. THE INTENT OF THIS CONTRACT IS TO COMPLETE THE PROJECT WITH A MINIMAL AMOUNT OF OPERATIONAL IMPACT TO THE AIRPORT; I.E. THE SHORTEST AMOUNT OF TIME THAT AIRCRAFT MOVEMENT AREAS ARE CLOSED OR IMPACTED DUE TO CONSTRUCTION OPERATIONS. NO RUNWAY, TAXIWAY, APRON, OR AIRPORT ROADWAY SHALL BE CLOSED WITHOUT PRIOR APPROVAL OF THE AIRPORT MANAGER, TO ENABLE NECESSARY NOTICES TO AIRMEN (NOTAMS) OR ADVISORIES TO AIRPORT SERVICES OR TENANTS. A MINIMUM OF 48 HOURS WRITTEN NOTICE OF REQUESTED CLOSING SHALL BE DIRECTED TO THE ENGINEER, WHO WILL COORDINATE THE REQUEST WITH THE AIRPORT MANAGER. PRIOR TO THE RE-OPENING OF THE RUNWAY, TAXIWAY OR APRON THE CONTRACTOR, OWNER, AND RESIDENT ENGINEER SHALL INSPECT THE PAVEMENT SURFACE TO DETERMINE THAT IT IS SUITABLE TO BE OPENED.
3. TO THE EXTENT POSSIBLE, ALL WORK SHALL BE PERFORMED DURING DAYLIGHT HOURS WHEN DISCONTINUED AIRFIELD ELECTRICAL CIRCUITS WILL NOT IMPACT AIRPORT OPERATIONS.
4. AT THE COMPLETION OF EACH DAY'S WORK, AND PRIOR TO THE RE-OPENING OF ANY RUNWAY OR TAXIWAY, THE CONTRACTOR SHALL REMOVE ANY EQUIPMENT AND CLEAN AIRFIELD PAVEMENT SURFACES TO REMOVE ANY DEBRIS TO THE SATISFACTION OF THE ENGINEER AND OWNER.
5. ALL REQUIRED MAINTENANCE AND PROTECTION OF TRAFFIC DEVICES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO STARTING WORK.
6. THE CONTRACTOR SHALL STABILIZE, MAINTAIN, AND REMOVE, WHEN NO LONGER NEEDED, ALL TEMPORARY ACCESS AND HAUL ROADS REQUIRED TO FULFILL THE CONTRACT. THE AFFECTED AREAS SHALL BE RESTORED PRIOR TO FINAL ACCEPTANCE.
7. THE CONTRACTOR SHALL MAINTAIN AND RESTORE ALL DISTURBED PAVEMENT MARKINGS AND GRANULAR OR PAVED SURFACES ON THE AIRPORT OR ALONG THE ACCESS ROUTE TO PRE-CONSTRUCTION CONDITIONS OR BETTER. INCLUDE THE COST FOR THIS RESTORATION IN ITEM M-100.
8. ALL WORK WITHIN THE RUNWAY SAFETY AREAS WILL BE COORDINATED WITH THE ENGINEER AND OWNER. 48 HOURS NOTICE WILL BE GIVEN PRIOR TO DOING ANY WORK IN THE SAFETY AREAS SO THAT APPROPRIATE NOTAMS CAN BE ISSUED.
9. RAISED LIGHTED "X" TEMPORARY RUNWAY CLOSURE MARKERS SHALL BE REQUIRED FOR THE DURATION OF TEMPORARY RUNWAY CLOSURES DURING WORK PERFORMED IN THE RUNWAY SAFETY AREAS
10. THE CITY OF FERNANDINA BEACH RESERVES THE RIGHT TO RE-SCHEDULE THE PHASING WORK, AS SHOWN ON THE PLANS, IN A MANNER THAT IS MOST BENEFICIAL TO THE AIRPORT IN MINIMIZING RUNWAY AND TAXIWAY CLOSURES, USE OF ACTIVE RUNWAYS AND TAXIWAY PAVEMENT BY CONTRACTOR'S MEN AND EQUIPMENT, OR DELAYS AND DISRUPTION OF AIRPORT SERVICES. NO CLAIMS FOR DELAYS OR REQUESTS FOR EXTENSIONS OF TIME WILL BE MADE FOR RE-SCHEDULING OF PHASING WORK THAT IS DEEMED NECESSARY BY THE ENGINEER OR OWNER FOR THE TIMELY PROGRESSION OF THE WORK.
11. RUNWAYS 4-22 AND 13-31 SHALL BE CLOSED WHENEVER WORK IS BEING PERFORMED IN THE RUNWAY SAFETY AREAS.
12. CONSTRUCTION SHALL NOT TAKE PLACE DURING THE WEEK OF LOCAL EVENT 'CONCOURS D'ELEGANCE' WHICH TAKES PLACE MARCH 6, 2020 & March 7, 2020.

LEGEND:

- LOW PROFILE BARRICADES (SEE DETAILS SHEET 2)
- RUNWAY CLOSURE MARKER
- TEMPORARY LIGHTED CLOSED RUNWAY "X" MARKER
- CONTRACTOR ACCESS / ON & OFF-SITE HAUL ROUTE
- CONTRACTOR STAGING AREA
- CONTRACTOR STOCKPILE AREA
- PHASE 1 WORK AREA
- PHASE 2A WORK AREA
- PHASE 2B WORK AREA
- PHASE 3 WORK AREA
- PHASE 4 WORK AREA



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Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

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CONSTRUCTION
SAFETY
PHASING PLAN
OVERVIEW

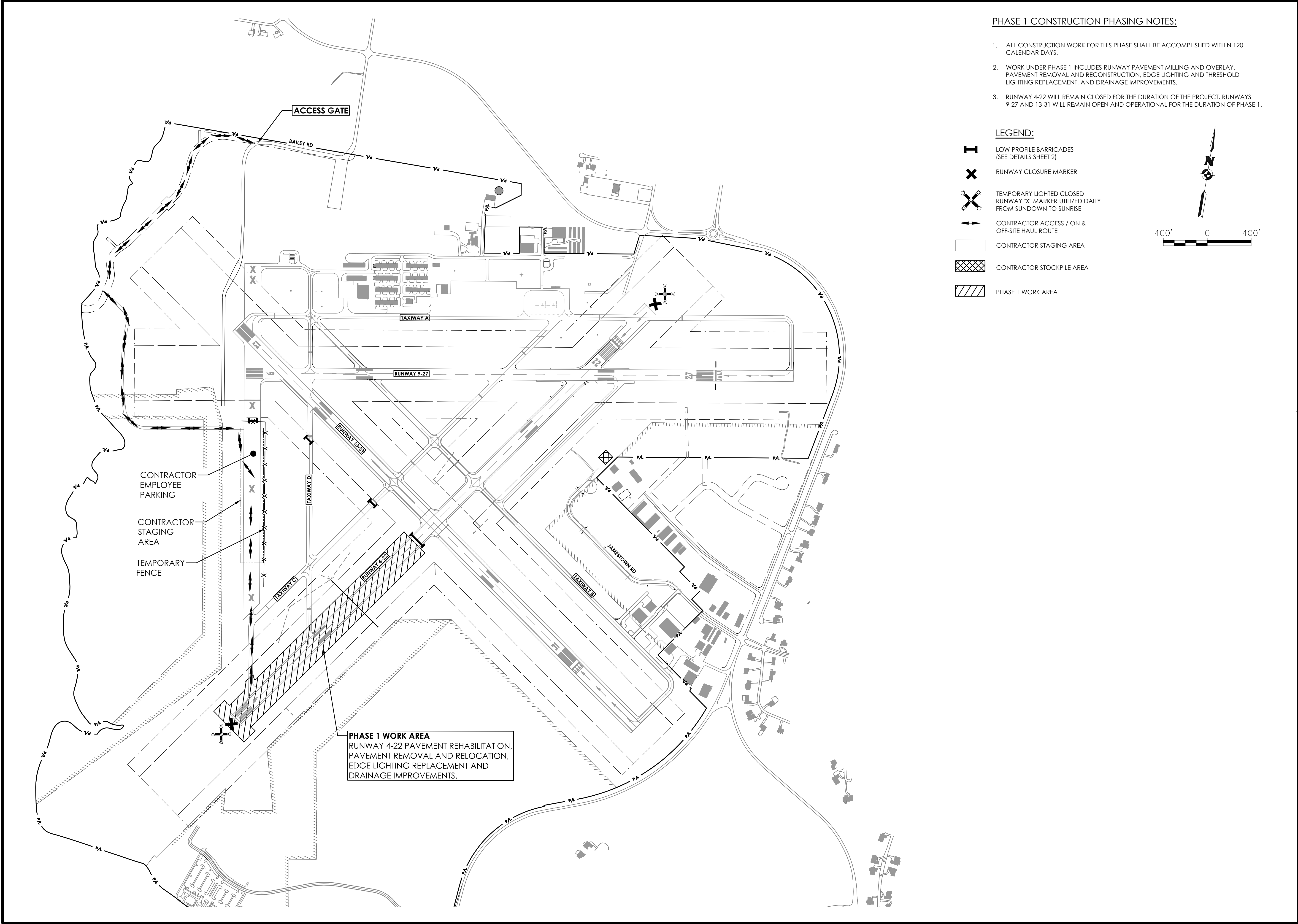
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-201

Date
APRIL 2020

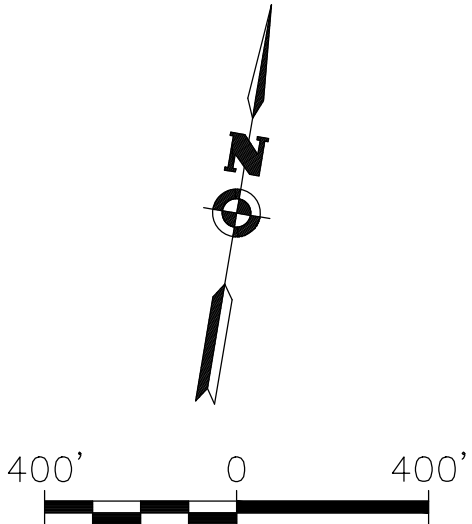


PHASE 1 CONSTRUCTION PHASING NOTES:

1. ALL CONSTRUCTION WORK FOR THIS PHASE SHALL BE ACCOMPLISHED WITHIN 120 CALENDAR DAYS.
2. WORK UNDER PHASE 1 INCLUDES RUNWAY PAVEMENT MILLING AND OVERLAY, PAVEMENT REMOVAL AND RECONSTRUCTION, EDGE LIGHTING AND THRESHOLD LIGHTING REPLACEMENT, AND DRAINAGE IMPROVEMENTS.
3. RUNWAY 4-22 WILL REMAIN CLOSED FOR THE DURATION OF THE PROJECT. RUNWAYS 9-27 AND 13-31 WILL REMAIN OPEN AND OPERATIONAL FOR THE DURATION OF PHASE 1.

LEGEND:

- [Symbol: I-bar] LOW PROFILE BARRICADES (SEE DETAILS SHEET 2)
- [Symbol: X] RUNWAY CLOSURE MARKER
- [Symbol: X with star] TEMPORARY LIGHTED CLOSED RUNWAY "X" MARKER UTILIZED DAILY FROM SUNDOWN TO SUNRISE
- [Symbol: Arrow] CONTRACTOR ACCESS / ON & OFF-SITE HAUL ROUTE
- [Symbol: Dashed line] CONTRACTOR STAGING AREA
- [Symbol: Cross-hatch] CONTRACTOR STOCKPILE AREA
- [Symbol: Diagonal lines] PHASE 1 WORK AREA



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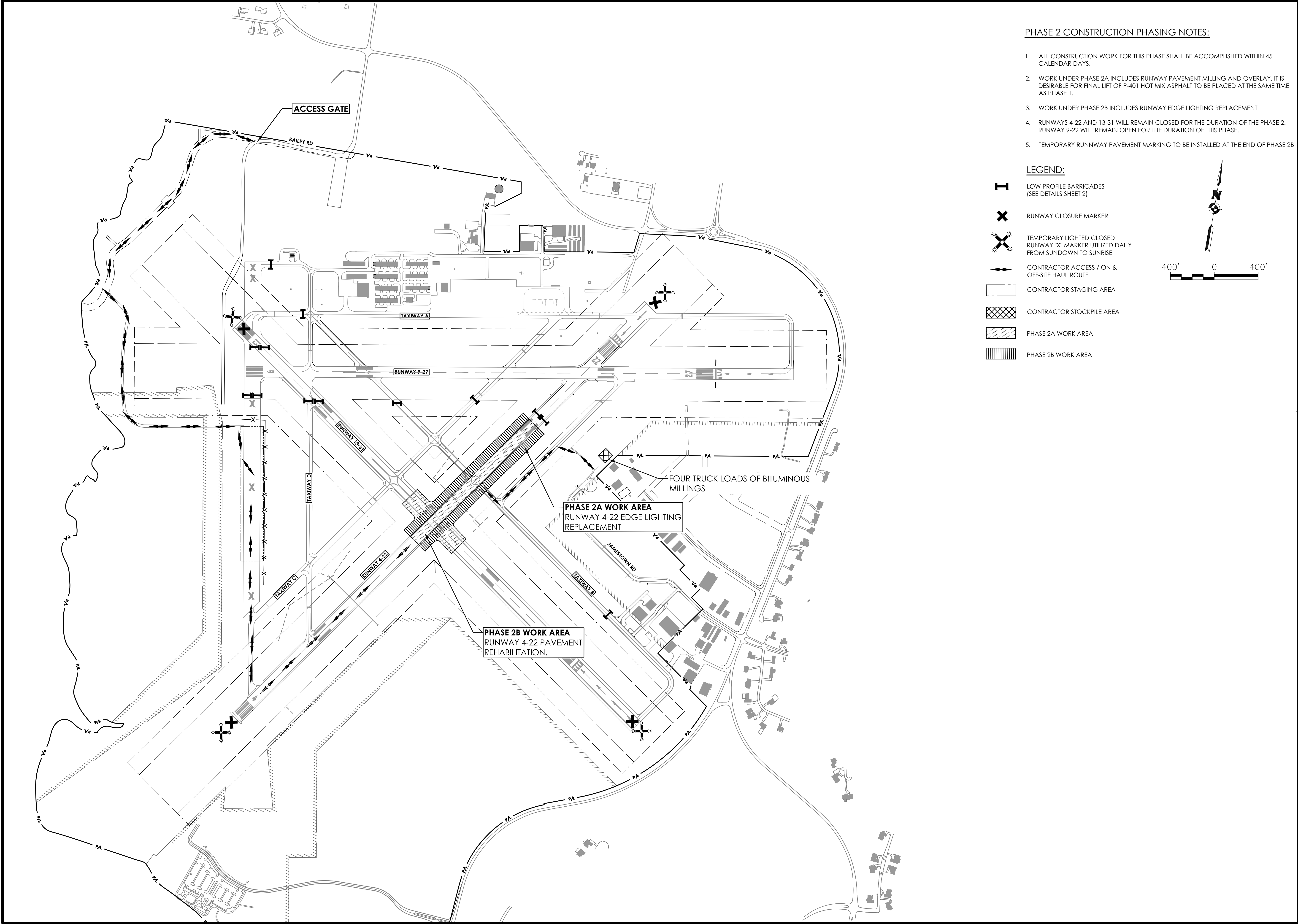
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CONSTRUCTION
SAFETY
PHASING PLAN I

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida
Project No.
99000047.0089
Drawing No.
C-202
Date
APRIL 2020

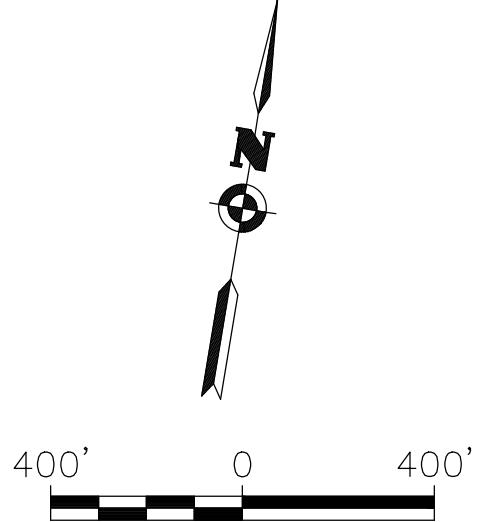


PHASE 2 CONSTRUCTION PHASING NOTES:

- 1. ALL CONSTRUCTION WORK FOR THIS PHASE SHALL BE ACCOMPLISHED WITHIN 45 CALENDAR DAYS.
- 2. WORK UNDER PHASE 2A INCLUDES RUNWAY PAVEMENT MILLING AND OVERLAY. IT IS DESIRABLE FOR FINAL LIFT OF P-401 HOT MIX ASPHALT TO BE PLACED AT THE SAME TIME AS PHASE 1.
- 3. WORK UNDER PHASE 2B INCLUDES RUNWAY EDGE LIGHTING REPLACEMENT
- 4. RUNWAYS 4-22 AND 13-31 WILL REMAIN CLOSED FOR THE DURATION OF THE PHASE 2. RUNWAY 9-22 WILL REMAIN OPEN FOR THE DURATION OF THIS PHASE.
- 5. TEMPORARY RUNWAY PAVEMENT MARKING TO BE INSTALLED AT THE END OF PHASE 2B

LEGEND:

- [Symbol] LOW PROFILE BARRICADES (SEE DETAILS SHEET 2)
- [Symbol] RUNWAY CLOSURE MARKER
- [Symbol] TEMPORARY LIGHTED CLOSED RUNWAY "X" MARKER UTILIZED DAILY FROM SUNDOWN TO SUNRISE
- [Symbol] CONTRACTOR ACCESS / ON & OFF-SITE HAUL ROUTE
- [Symbol] CONTRACTOR STAGING AREA
- [Symbol] CONTRACTOR STOCKPILE AREA
- [Symbol] PHASE 2A WORK AREA
- [Symbol] PHASE 2B WORK AREA



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CONSTRUCTION SAFETY PHASING PLAN II

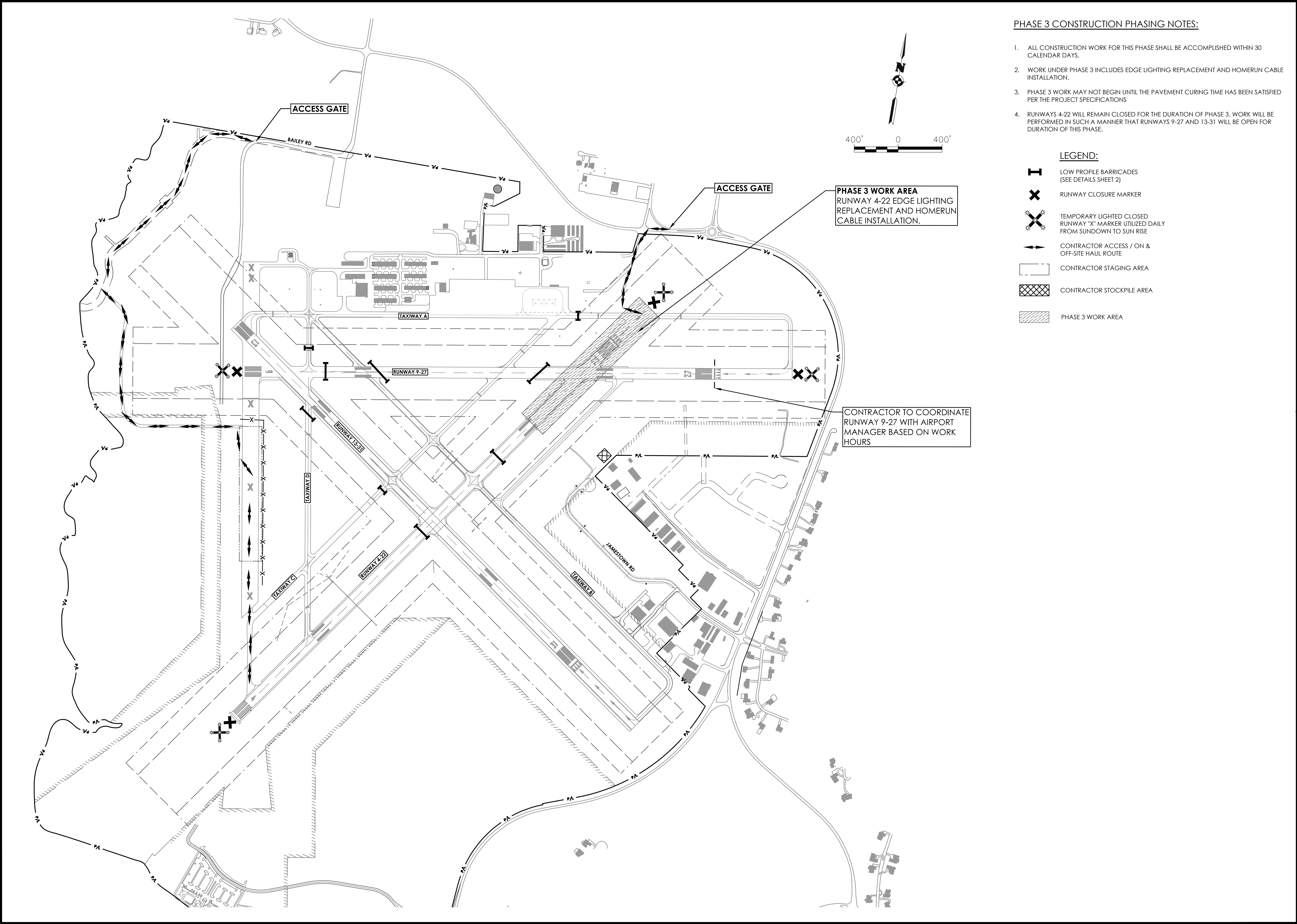
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-203

Date
APRIL 2020



PHASE 3 CONSTRUCTION PHASING NOTES:

1. ALL CONSTRUCTION WORK FOR THIS PHASE SHALL BE ACCOMPLISHED WITHIN 30 CALENDAR DAYS.
2. WORK UNDER PHASE 3 INCLUDES EDGE LIGHTING REPLACEMENT AND HOMERUN CABLE INSTALLATION.
3. PHASE 3 WORK MAY NOT BEGIN UNTIL THE PAVEMENT CURING TIME HAS BEEN SATISFIED PER THE PROJECT SPECIFICATIONS
4. RUNWAYS 4-22 WILL REMAIN CLOSED FOR THE DURATION OF PHASE 3. WORK WILL BE PERFORMED IN SUCH A MANNER THAT RUNWAYS 9-27 AND 13-31 WILL BE OPEN FOR DURATION OF THIS PHASE.

LEGEND:

- LOW PROFILE BARRICADES (SEE DETAILS SHEET 2)
- RUNWAY CLOSURE MARKER
- TEMPORARY LIGHTED CLOSED RUNWAY "X" MARKER UTILIZED DAILY FROM SUNDOWN TO SUN RISE
- CONTRACTOR ACCESS / ON & OFF-SITE HAUL ROUTE
- CONTRACTOR STAGING AREA
- CONTRACTOR STOCKPILE AREA
- PHASE 3 WORK AREA



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CONSTRUCTION SAFETY PHASING PLAN III

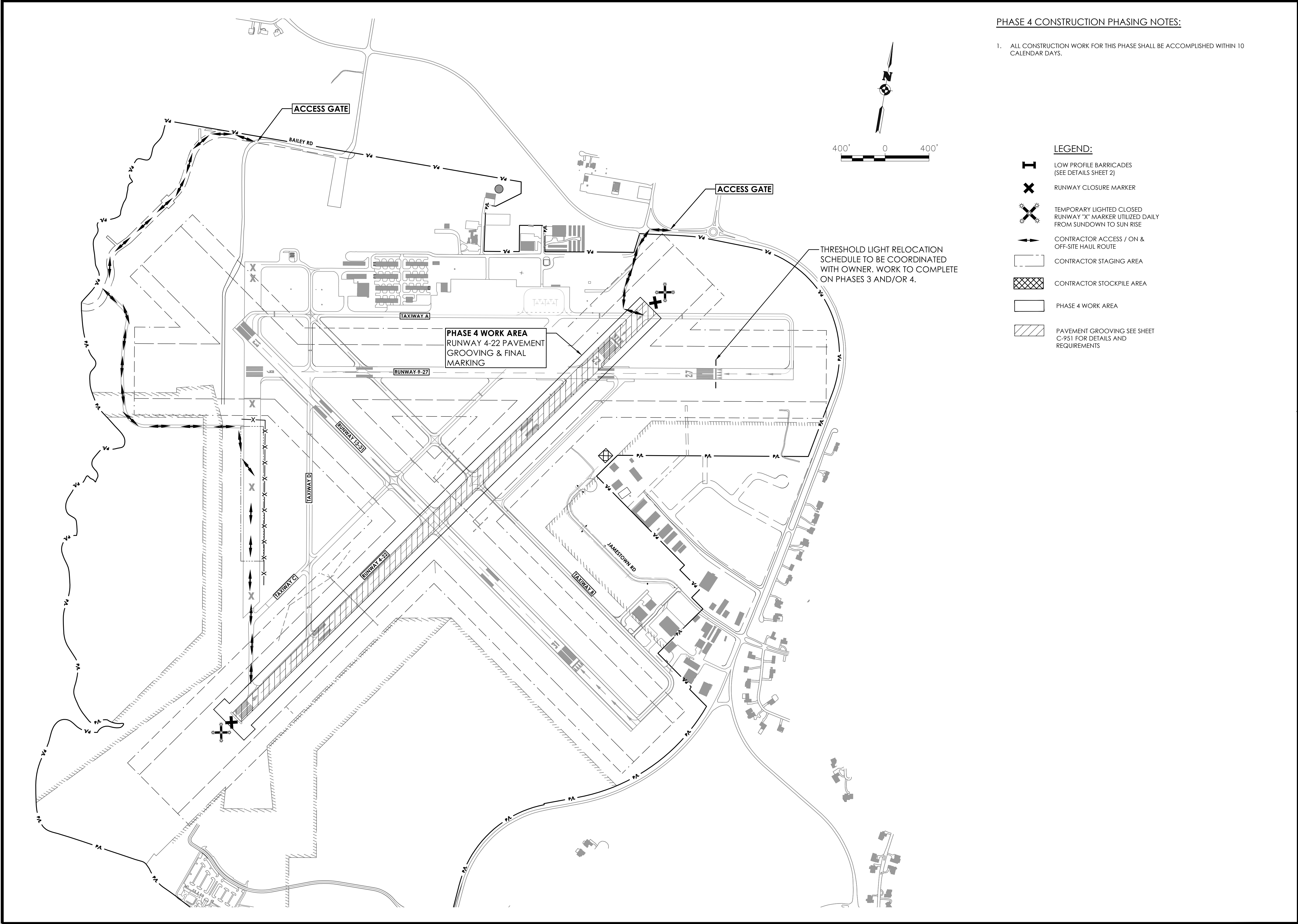
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-204

Date
APRIL 2020



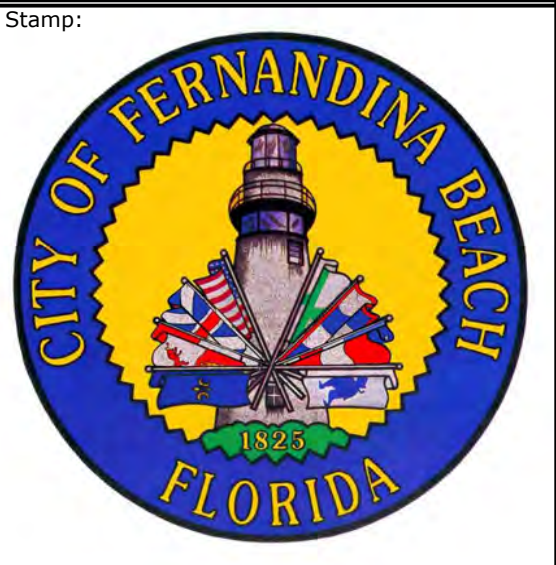
PHASE 4 CONSTRUCTION PHASING NOTES:

1. ALL CONSTRUCTION WORK FOR THIS PHASE SHALL BE ACCOMPLISHED WITHIN 10 CALENDAR DAYS.

LEGEND:

- LOW PROFILE BARRICADES (SEE DETAILS SHEET 2)
- RUNWAY CLOSURE MARKER
- TEMPORARY LIGHTED CLOSED RUNWAY "X" MARKER UTILIZED DAILY FROM SUNDOWN TO SUN RISE
- CONTRACTOR ACCESS / ON & OFF-SITE HAUL ROUTE
- CONTRACTOR STAGING AREA
- CONTRACTOR STOCKPILE AREA
- PHASE 4 WORK AREA
- PAVEMENT GROOVING SEE SHEET C-951 FOR DETAILS AND REQUIREMENTS

BID SET



Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106
Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions			
No.	Date	By	Description

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CONSTRUCTION
SAFETY PHASING
PLAN IV

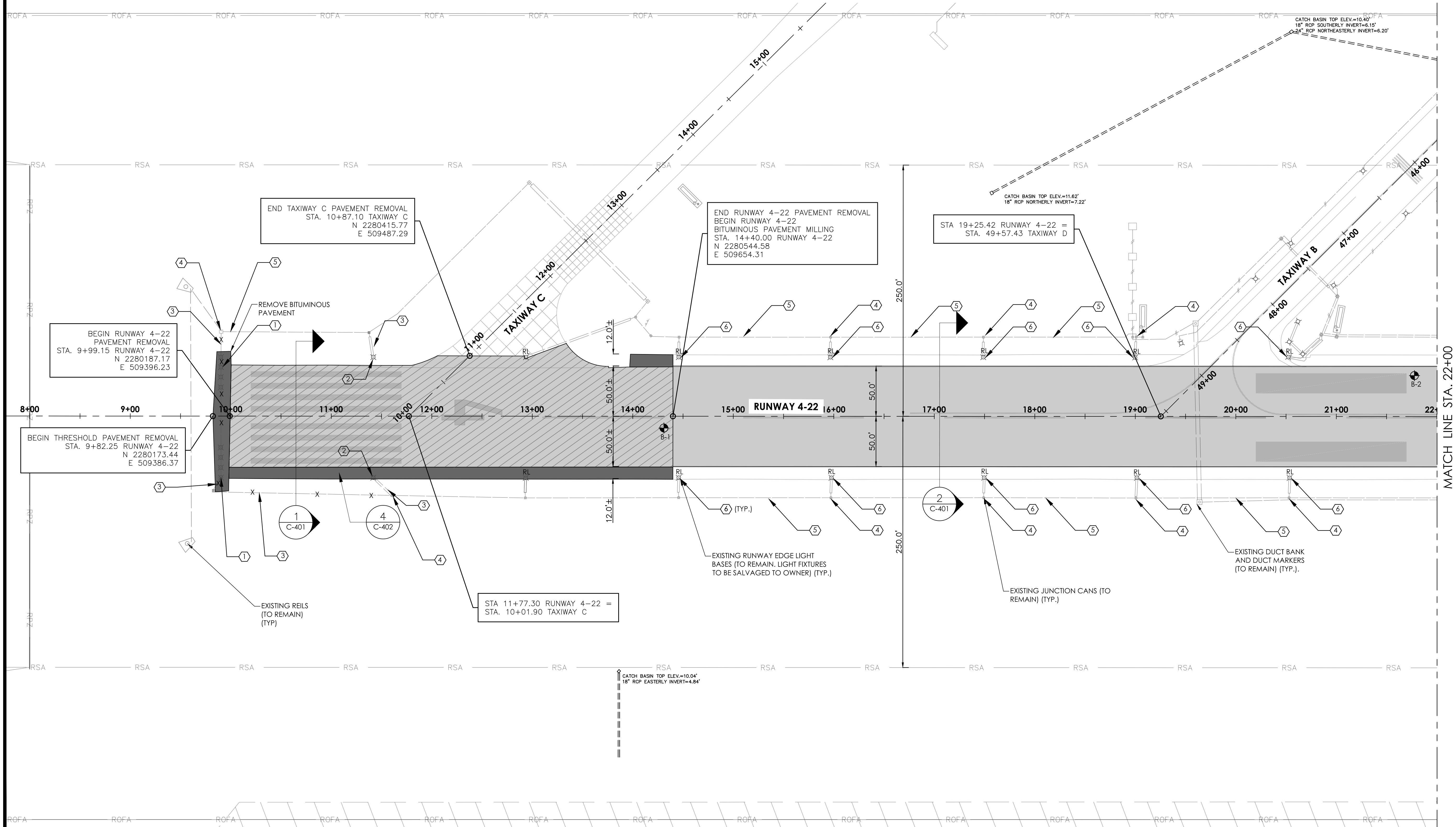
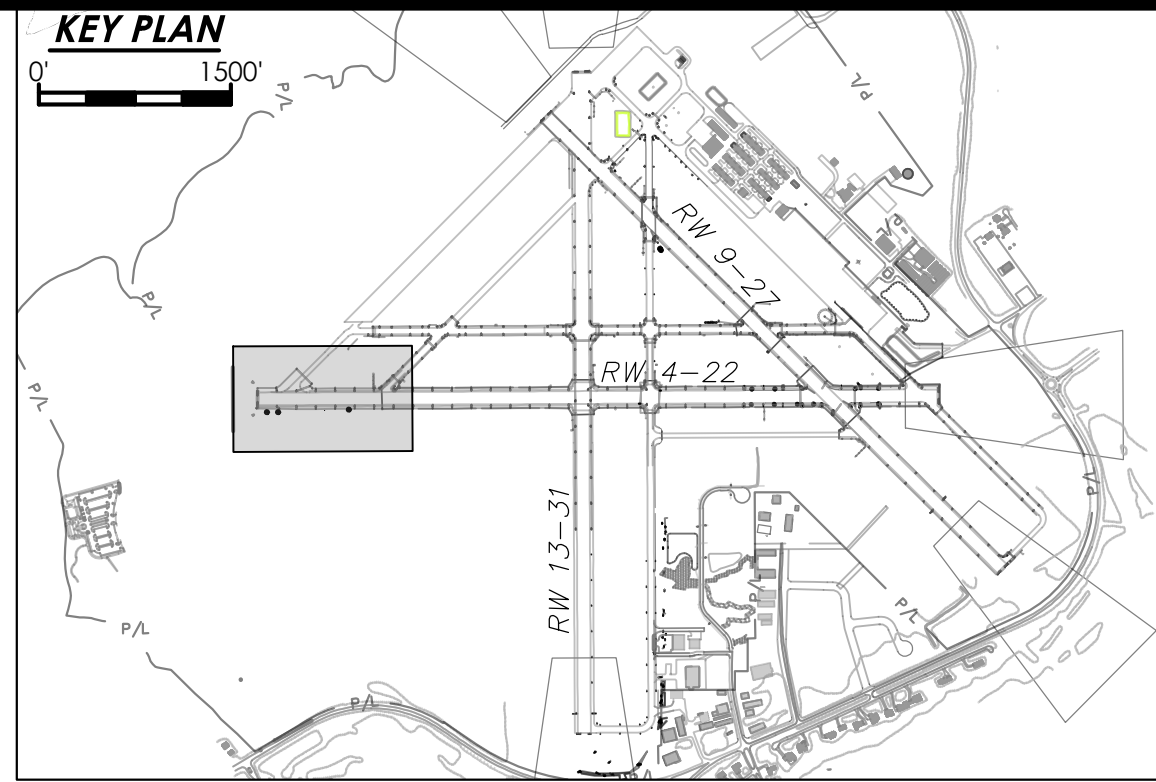
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida
Project No. 99000047.0089
Drawing No. C-205
Date APRIL 2020

- NOTES:**
- EDGE LIGHTS AND SIGNS DESIGNATED FOR REMOVAL SHALL BE RETURNED TO OWNER UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING CIRCUITS PRIOR TO DOING ANY WORK. THE LOCATIONS OF EXISTING CABLES BY THE ENGINEER IN THESE PLANS ARE APPROXIMATE. ANY DAMAGE TO EXISTING CIRCUITS BY THE CONTRACTOR SHALL BE REPAIRED AT HIS/HER EXPENSE AND AT NO ADDITIONAL COST TO THE OWNER.
 - ALL CABLE SPLICES MUST BE COMPLETED IN EITHER AN ELECTRICAL PULLBOX, OR EDGE LIGHT OR JUNCTION CAN. NO OPEN TRENCH SPLICES WILL BE ALLOWED.

- HEX NOTES:**
- REMOVE EXISTING THRESHOLD LIGHT AND BASE CAN (TYP. OF 8)
 - REMOVE EXISTING RUNWAY EDGE LIGHT AND BASE CAN
 - REMOVE EXISTING 2-INCH PVC OR GRS CONDUIT AND CABLE
 - EXISTING JUNCTION CAN TO REMAIN
 - EXISTING 2-INCH PVC OR GRS CONDUIT TO REMAIN, REMOVE EXISTING CABLE
 - EXISTING BASE CAN TO REMAIN, REMOVE LIGHT FIXTURE AND TRANSFORMER

- LEGEND:**
- RUNWAY / TAXIWAY PAVEMENT
VARIABLE DEPTH BITUMINOUS MILLING
 - RUNWAY / TAXIWAY PAVEMENT
BITUMINOUS PAVEMENT FULL DEPTH REMOVAL
 - RUNWAY SHOULDER / THRESHOLD PAVEMENT
BITUMINOUS PAVEMENT FULL DEPTH REMOVAL
 - APPROXIMATE LOCATION OF STANDARD
PENETRATION TEST (SPT) BORING
 - EXISTING LIGHT CAN TO REMAIN, REMOVE
LIGHTING FIXTURE AND TRANSFORMER AND
SALVAGE TO OWNER



PASSERO ASSOCIATES
Engineering Architecture
www.passero.com

50' 0 50'

BID SET

Stamp:

Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge: Bradley J. Wentte, P.E.
Project Manager: Mike Farro, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

DEMOLITION PLAN

**RUNWAY 4-22
REHABILITATION**

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

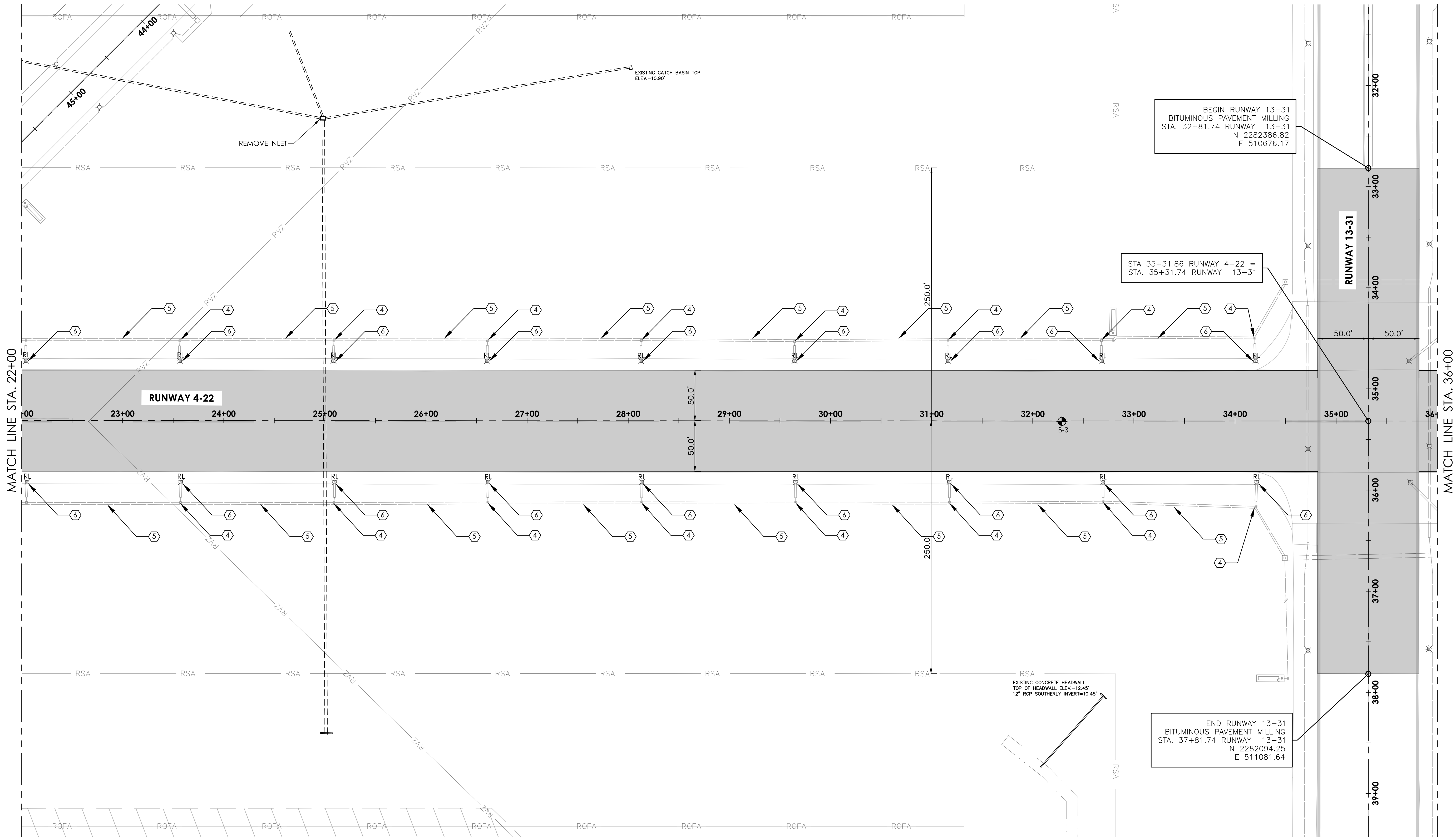
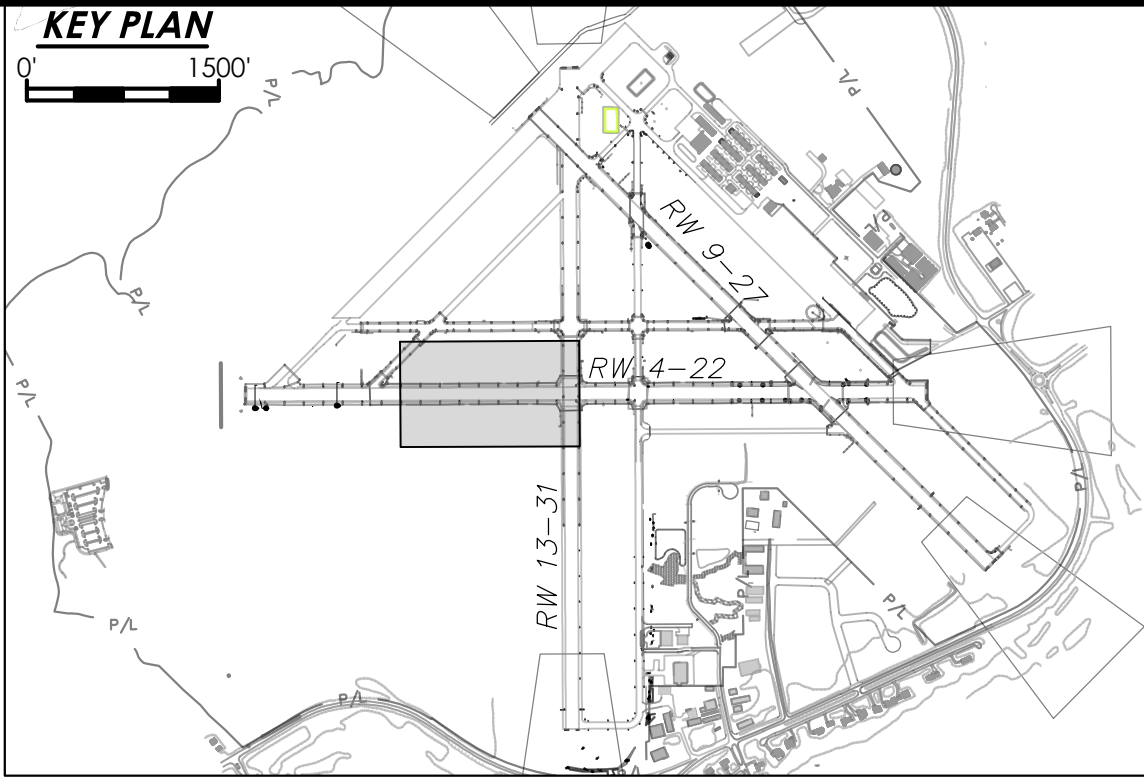
Drawing No.
C-301

Date
APRIL 2020

- NOTES:**
- EDGE LIGHTS AND SIGNS DESIGNATED FOR REMOVAL SHALL BE RETURNED TO OWNER UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING CIRCUITS PRIOR TO DOING ANY WORK. THE LOCATIONS OF EXISTING CABLES BY THE ENGINEER IN THESE PLANS ARE APPROXIMATE. ANY DAMAGE TO EXISTING CIRCUITS BY THE CONTRACTOR SHALL BE REPAIRED AT HIS/HER EXPENSE AND AT NO ADDITIONAL COST TO THE OWNER.
 - ALL CABLE SPLICES MUST BE COMPLETED IN EITHER AN ELECTRICAL PULLBOX, AN EDGE LIGHT OR JUNCTION CAN. NO OPEN TRENCH SPLICES WILL BE ALLOWED.

- HEX NOTES:**
- REMOVE EXISTING THRESHOLD LIGHT AND BASE CAN (TYP. OF 8)
 - REMOVE EXISTING RUNWAY EDGE LIGHT AND BASE CAN
 - REMOVE EXISTING 2-INCH PVC OR GRS CONDUIT AND CABLE
 - EXISTING JUNCTION CAN TO REMAIN
 - EXISTING 2-INCH PVC OR GRS CONDUIT TO REMAIN, REMOVE EXISTING CABLE
 - EXISTING BASE CAN TO REMAIN, REMOVE LIGHT FIXTURE AND TRANSFORMER

- LEGEND:**
- RUNWAY / TAXIWAY PAVEMENT
VARIABLE DEPTH BITUMINOUS MILLING
 - RUNWAY / TAXIWAY PAVEMENT
BITUMINOUS PAVEMENT FULL DEPTH REMOVAL
 - RUNWAY SHOULDER / SHRESHOLD PAVEMENT
BITUMINOUS PAVEMENT FULL DEPTH REMOVAL
- APPROXIMATE LOCATION OF STANDARD
PENETRATION TEST (SPT) BORING
- EXISTING LIGHT CAN TO REMAIN, REMOVE
LIGHTING FIXTURE AND TRANSFORMER AND
SALVAGE TO OWNER



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50' 0 50'

BID SET

Stamp:

CITY OF FERNANDINA BEACH
FLORIDA

Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge: Bradley J. Wentte, P.E.
Project Manager: Mike Farro, P.E.
Designed By: Bruce Bradley, EI

Revisions			
No.	Date	By	Description

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DEMOLITION PLAN

**RUNWAY 4-22
REHABILITATION**

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-302

Date
APRIL 2020

NOTES:

- EDGE LIGHTS AND SIGNS DESIGNATED FOR REMOVAL SHALL BE RETURNED TO OWNER UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING CIRCUITS PRIOR TO DOING ANY WORK. THE LOCATIONS OF EXISTING CABLES BY THE ENGINEER IN THESE PLANS ARE APPROXIMATE. ANY DAMAGE TO EXISTING CIRCUITS BY THE CONTRACTOR SHALL BE REPAIRED AT HIS/HER EXPENSE AND AT NO ADDITIONAL COST TO THE OWNER.
- ALL CABLE SPLICES MUST BE COMPLETED IN EITHER AN ELECTRICAL PULLBOX, AN EDGE LIGHT OR JUNCTION CAN. NO OPEN TRENCH SPLICES WILL BE ALLOWED.

HEX NOTES:

- 1 REMOVE EXISTING THRESHOLD LIGHT AND BASE CAN (TYP. OF 8)
- 2 REMOVE EXISTING RUNWAY EDGE LIGHT AND BASE CAN
- 3 REMOVE EXISTING 2-INCH PVC OR GRS CONDUIT AND CABLE
- 4 EXISTING JUNCTION CAN TO REMAIN
- 5 EXISTING 2-INCH PVC OR GRS CONDUIT TO REMAIN, REMOVE EXISTING CABLE
- 6 EXISTING BASE CAN TO REMAIN, REMOVE LIGHT FIXTURE AND TRANSFORMER

LEGEND:

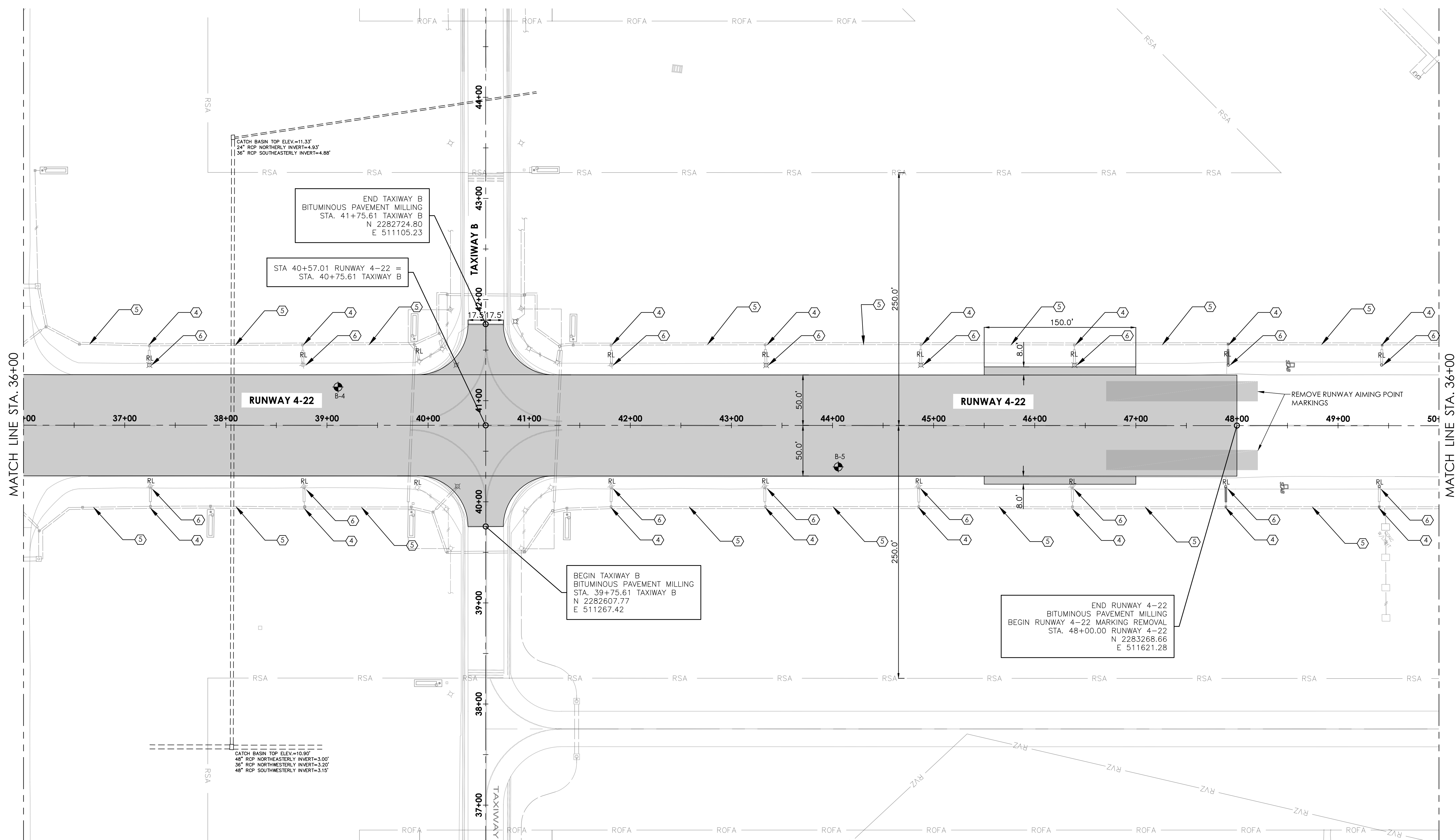
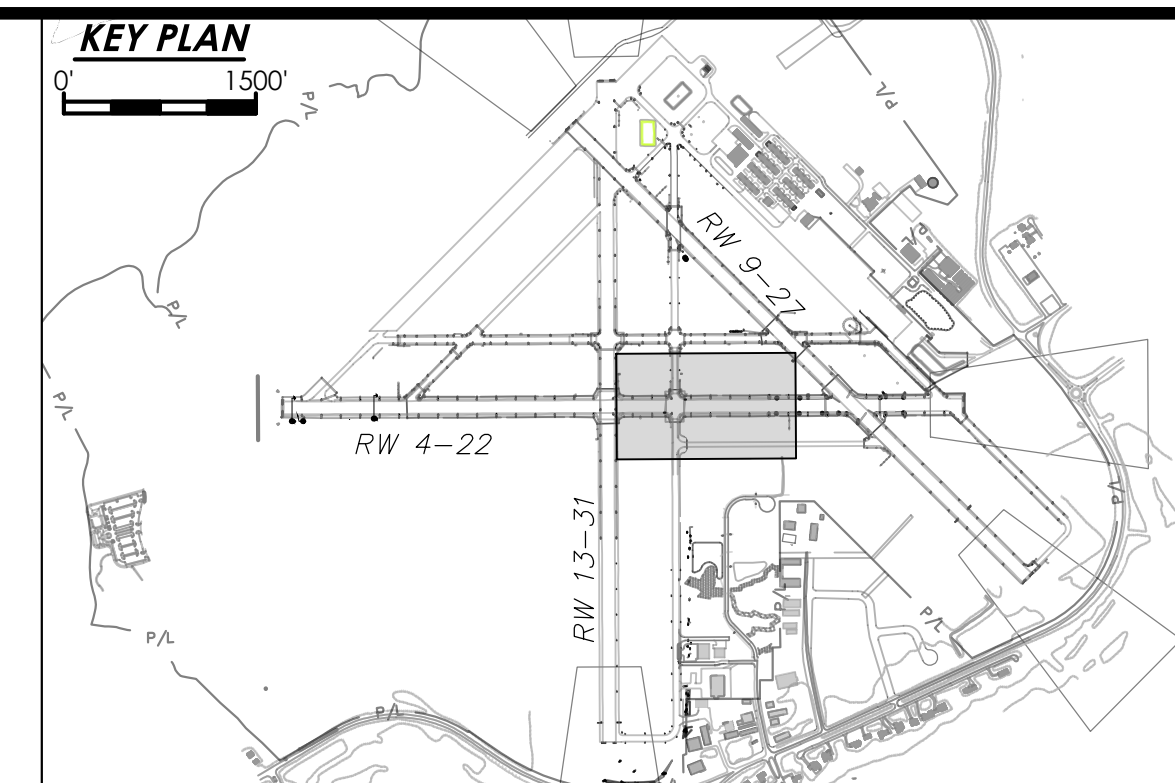
RUNWAY / TAXIWAY PAVEMENT
VARIABLE DEPTH BITUMINOUS MILLING

RUNWAY / TAXIWAY PAVEMENT
BITUMINOUS PAVEMENT FULL DEPTH REMOVAL

RUNWAY SHOULDER / SHRESHOLD PAVEMENT
BITUMINOUS PAVEMENT FULL DEPTH REMOVAL

APPROXIMATE LOCATION OF STANDARD
PENETRATION TEST (SPT) BORING

EXISTING LIGHT CAN TO REMAIN, REMOVE
LIGHTING FIXTURE AND TRANSFORMER AND
SALVAGE TO OWNER



PASSERO ASSOCIATES

Engineering Architecture

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50' 0 50'

BID SET

Stamp:

Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge Bradley J. Wentte, P.E.
Project Manager Mike Farro, P.E.
Designed By Bruce Bradley, EI

Revisions			
No.	Date	By	Description

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DEMOLITION PLAN

**RUNWAY 4-22
REHABILITATION**

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-303

Date
APRIL 2020

1. EDGE LIGHTS AND SIGNS DESIGNATED FOR REMOVAL SHALL BE RETURNED TO OWNER UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING CIRCUITS PRIOR TO DOING ANY WORK. THE LOCATIONS OF EXISTING CABLES BY THE ENGINEER IN THESE PLANS ARE APPROXIMATE. ANY DAMAGE TO EXISTING CIRCUITS BY THE CONTRACTOR SHALL BE REPAIRED AT HIS/HER EXPENSE AND AT NO ADDITIONAL COST TO THE OWNER.
3. ALL CABLE SPLICES MUST BE COMPLETED IN EITHER AN ELECTRICAL PULLBOX, AN EDGE LIGHT OR JUNCTION CAN. NO OPEN TRENCH SPLICES WILL BE ALLOWED.

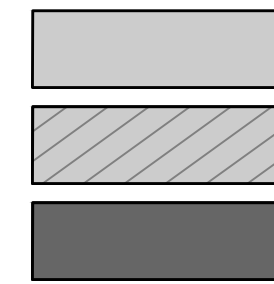
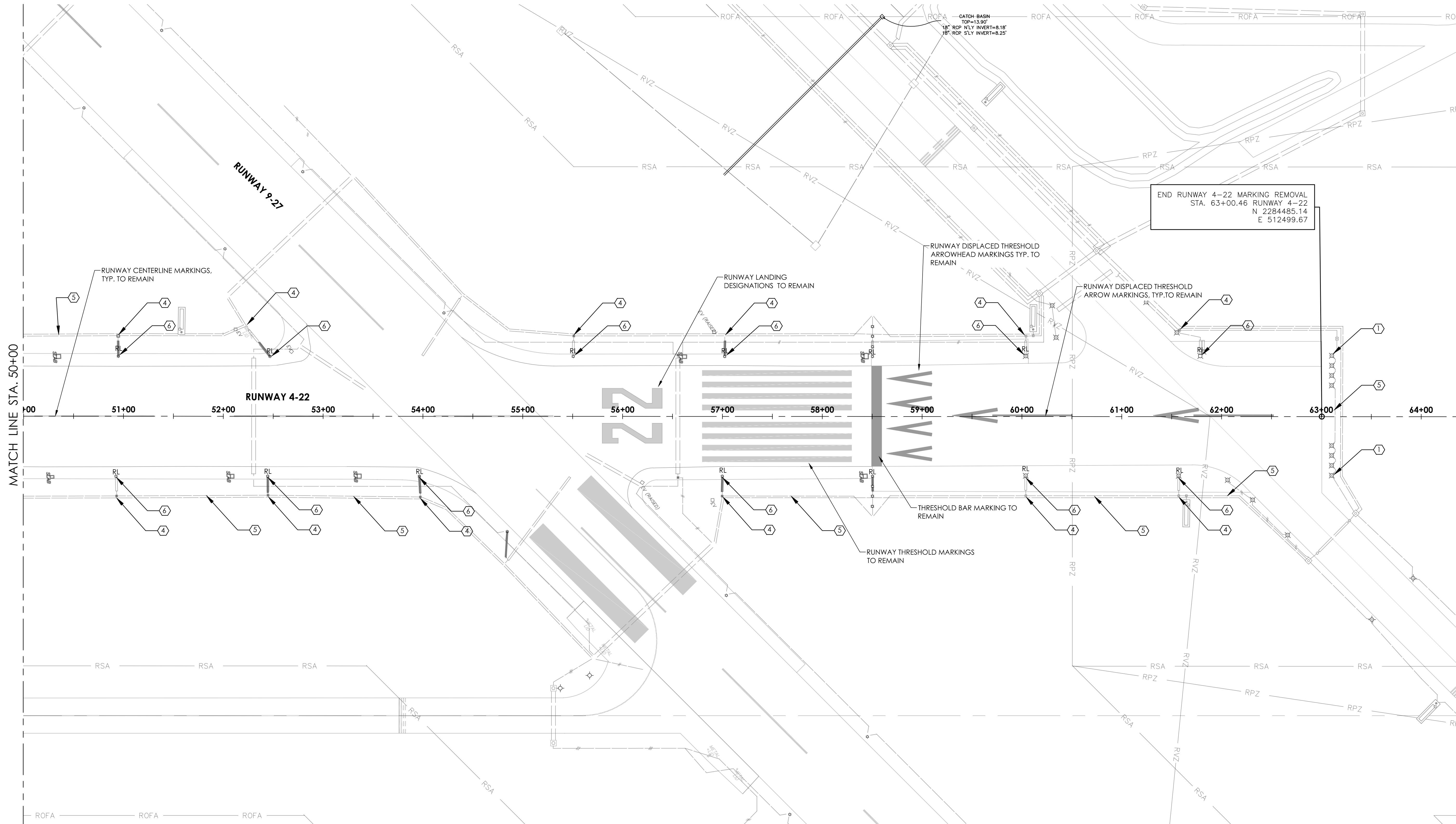
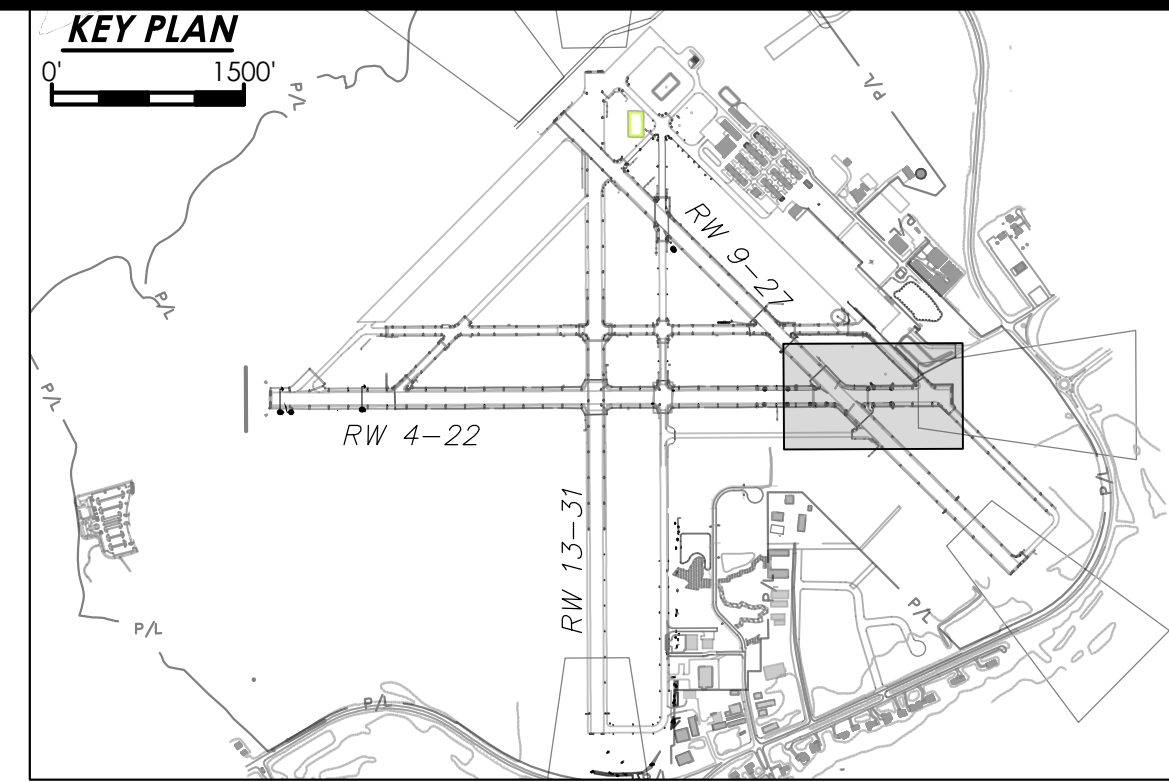
- 1 REMOVE EXISTING THRESHOLD LIGHT AND BASE CAN (TYP. OF 8)
- 2 REMOVE EXISTING RUNWAY EDGE LIGHT AND BASE CAN
- 3 REMOVE EXISTING 2-INCH PVC OR GRS CONDUIT AND CABLE
- 4 EXISTING JUNCTION CAN TO REMAIN
- 5 EXISTING 2-INCH PVC OR GRS CONDUIT TO REMAIN, REMOVE EXISTING CABLE
- 6 EXISTING BASE CAN TO REMAIN, REMOVE LIGHT FIXTURE AND TRANSFORMER

RUNWAY / TAXIWAY PAVEMENT
VARIABLE DEPTH BITUMINOUS MILLING

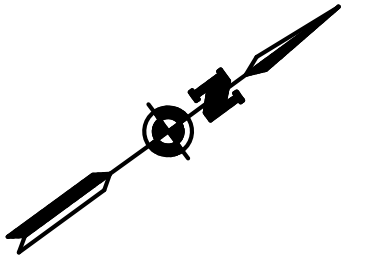
RUNWAY /TAXIWAY PAVEMENT
BITUMINOUS PAVEMENT FULL DEPTH REMOVAL

RUNWAY SHOULDER / SHRESHOLD PAVEMENT
BITUMINOUS PAVEMENT FULL DEPTH REMOVAL

EXISTING LIGHT CAN TO REMAIN, REMOVE
LIGHTING FIXTURE AND TRANSFORMER AND
SALVAGE TO OWNER

RL


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A graphic scale bar with a central point labeled '0'. To the left of '0' is a tick mark labeled '50'', and to the right is another tick mark labeled '50''. The bar is divided into alternating black and white segments.

BID SET

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge	Bradley J. Wenthe, P.E.
Project Manager	Mike Farro, P.E.
Designed By	Bruce Bradley, EI

Revisions			
No.	Date	By	Description

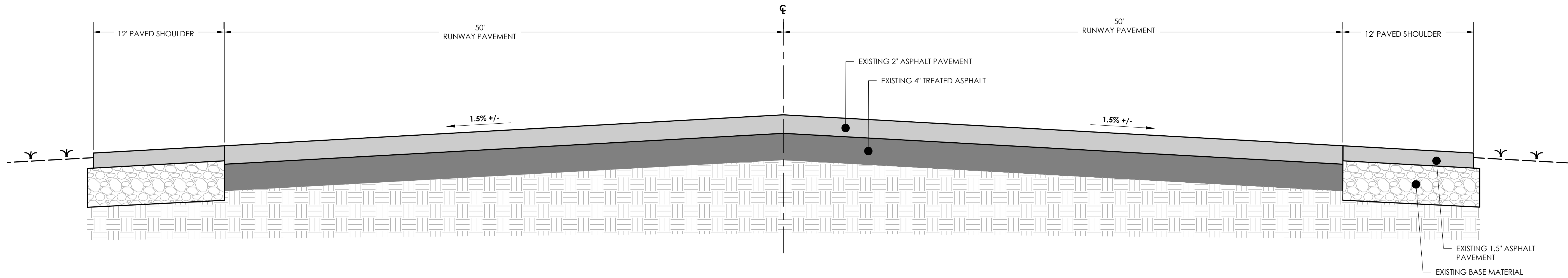
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RUNWAY 4-22 REHABILITATION

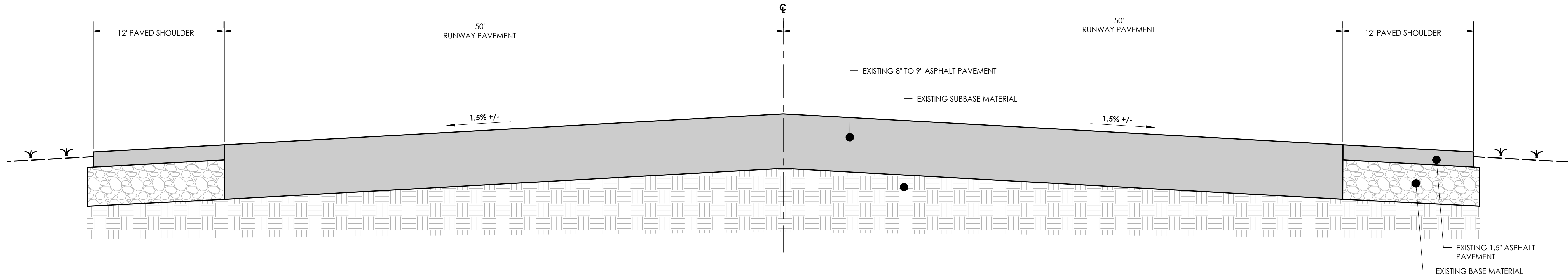
99000047.0089

C-304

APRIL 2020



1 EXISTING RUNWAY 4-22 TYPICAL SECTION (STA 9+99.15 TO STA 14+40)
N.T.S.



2 EXISTING RUNWAY 4-22 TYPICAL SECTION (STA 14+40 TO STA 48+00)
N.T.S.



PASSERO ASSOCIATES

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BID SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge Bradley J. Wentte, P.E.
Project Manager Mike Farro, P.E.
Designed By Bruce Bradley, EI

Revisions

No.	Date	By	Description

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TYPICAL SECTIONS

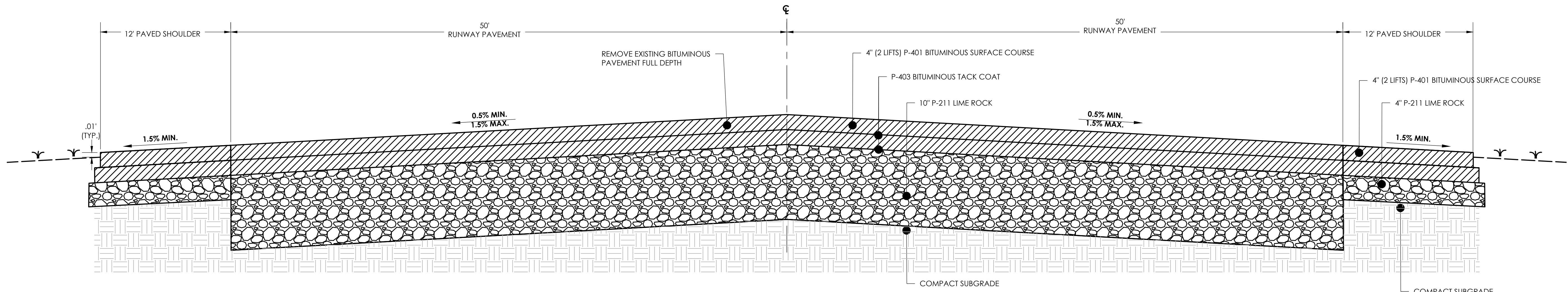
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-401

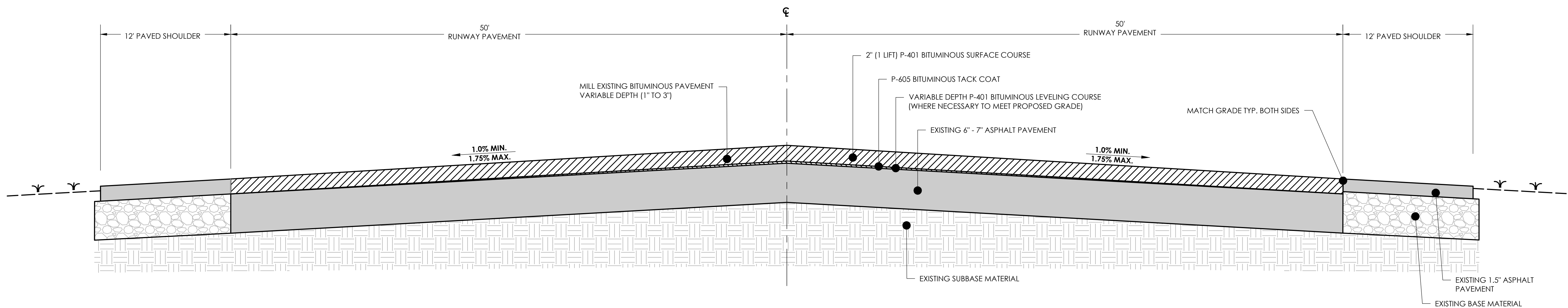
Date
APRIL 2020



1
C-402

PROPOSED RUNWAY 4-22 TYPICAL SECTION (STA 9+99.15 TO STA 14+40)

N.T.S.



2
C-402

PROPOSED RUNWAY 4-22 TYPICAL SECTION (STA 14+40 TO STA 48+00)

N.T.S.



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Stamp:



Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge Bradley J. Wentte, P.E.
Project Manager Mike Farro, P.E.
Designed By Bruce Bradley, EI

Revisions			
No.	Date	By	Description

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TYPICAL SECTIONS

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida
Project No.
99000047.0089
Drawing No.
C-402
Date
APRIL 2020



PASSERO ASSOCIATES

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Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge Bradley J. Wentz, P.E.
Project Manager Mike Farro, P.E.
Designed By Bruce Bradley, EI

Revisions

No.	Date	By	Description

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PAVEMENT LAYOUT DETAILS

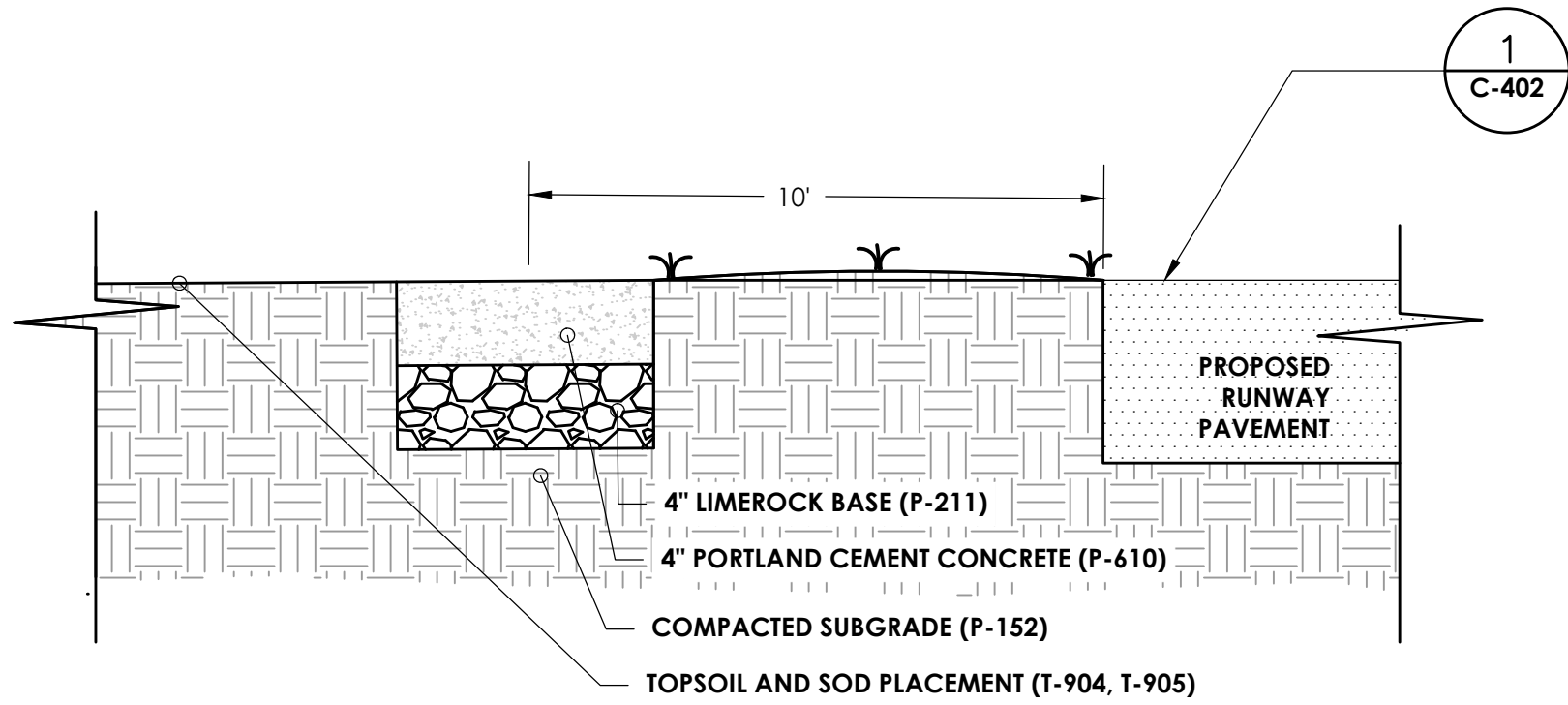
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

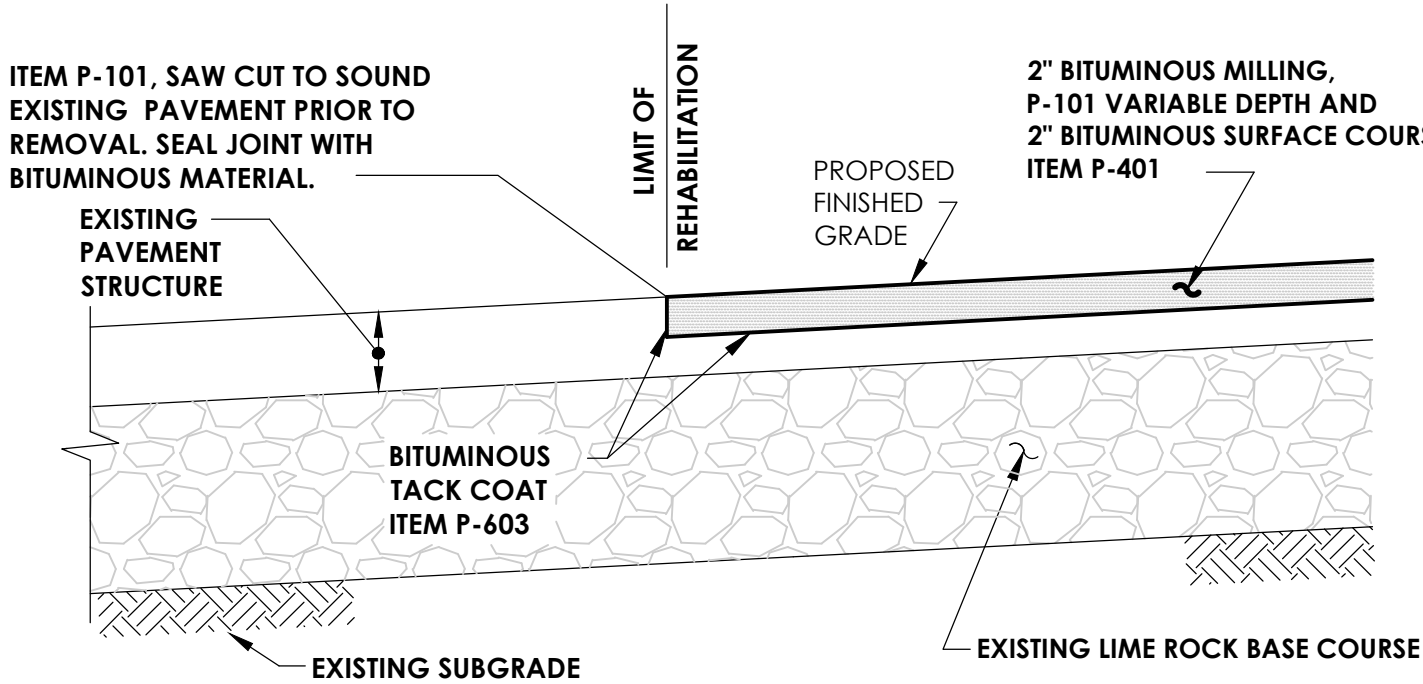
Project No.
99000047.0089

Drawing No.
C-403

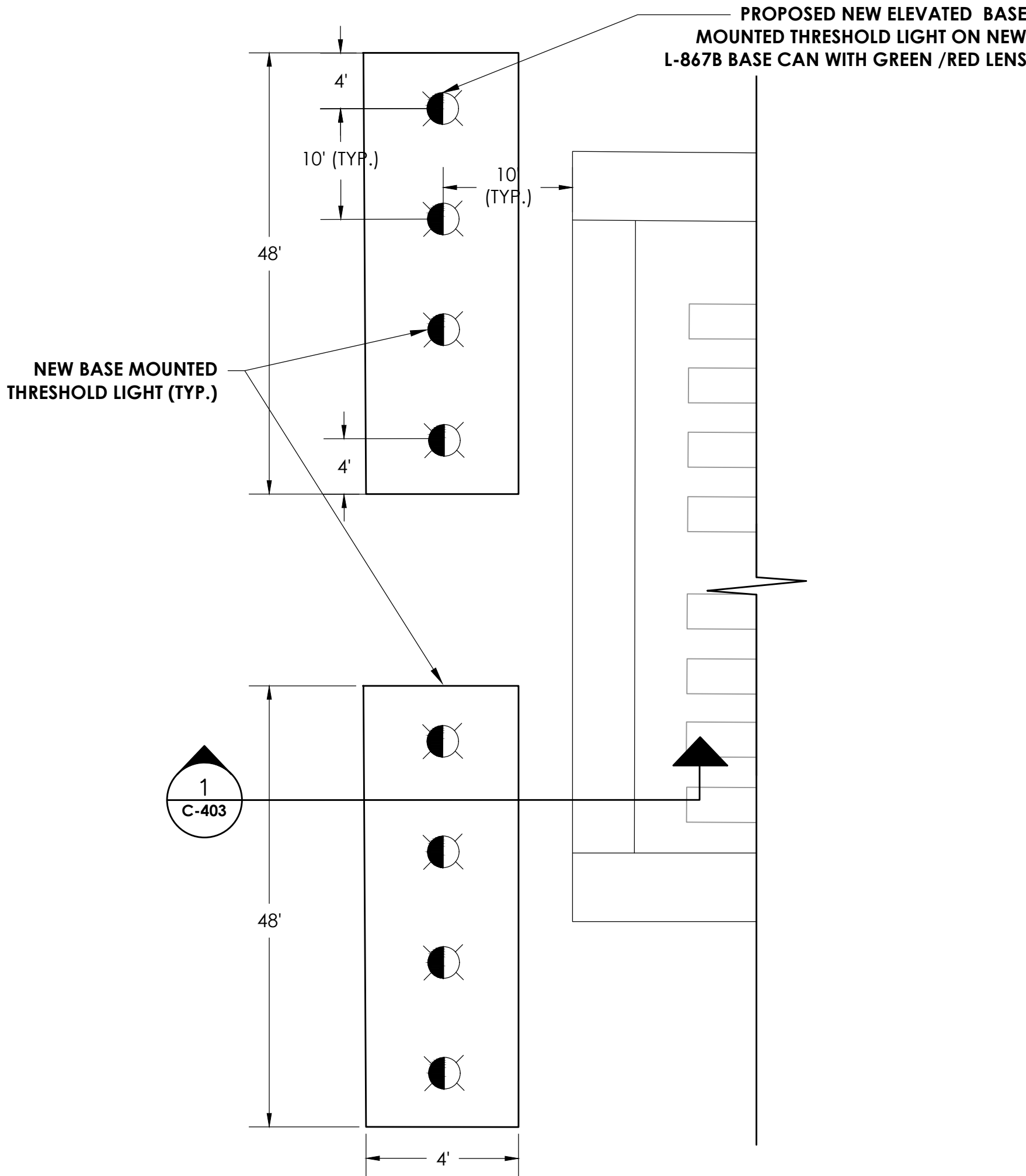
Date
APRIL 2020



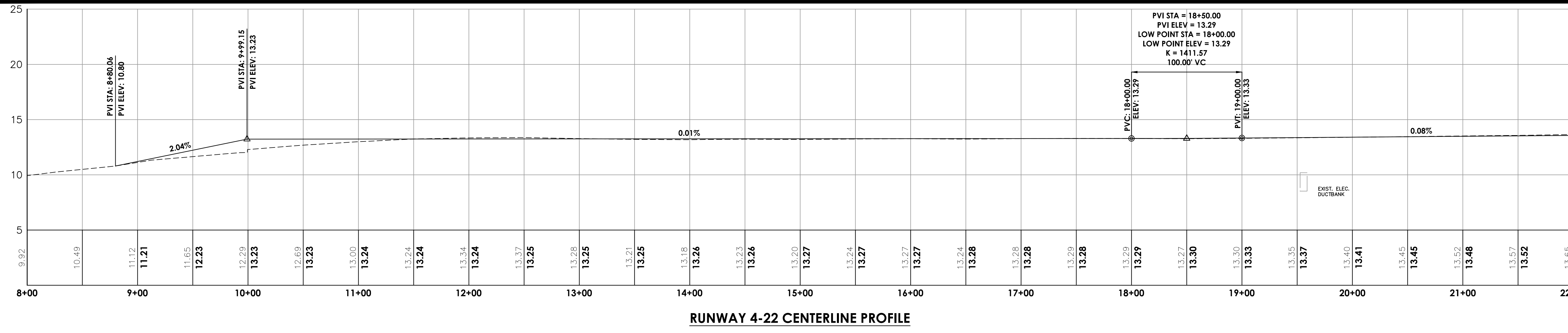
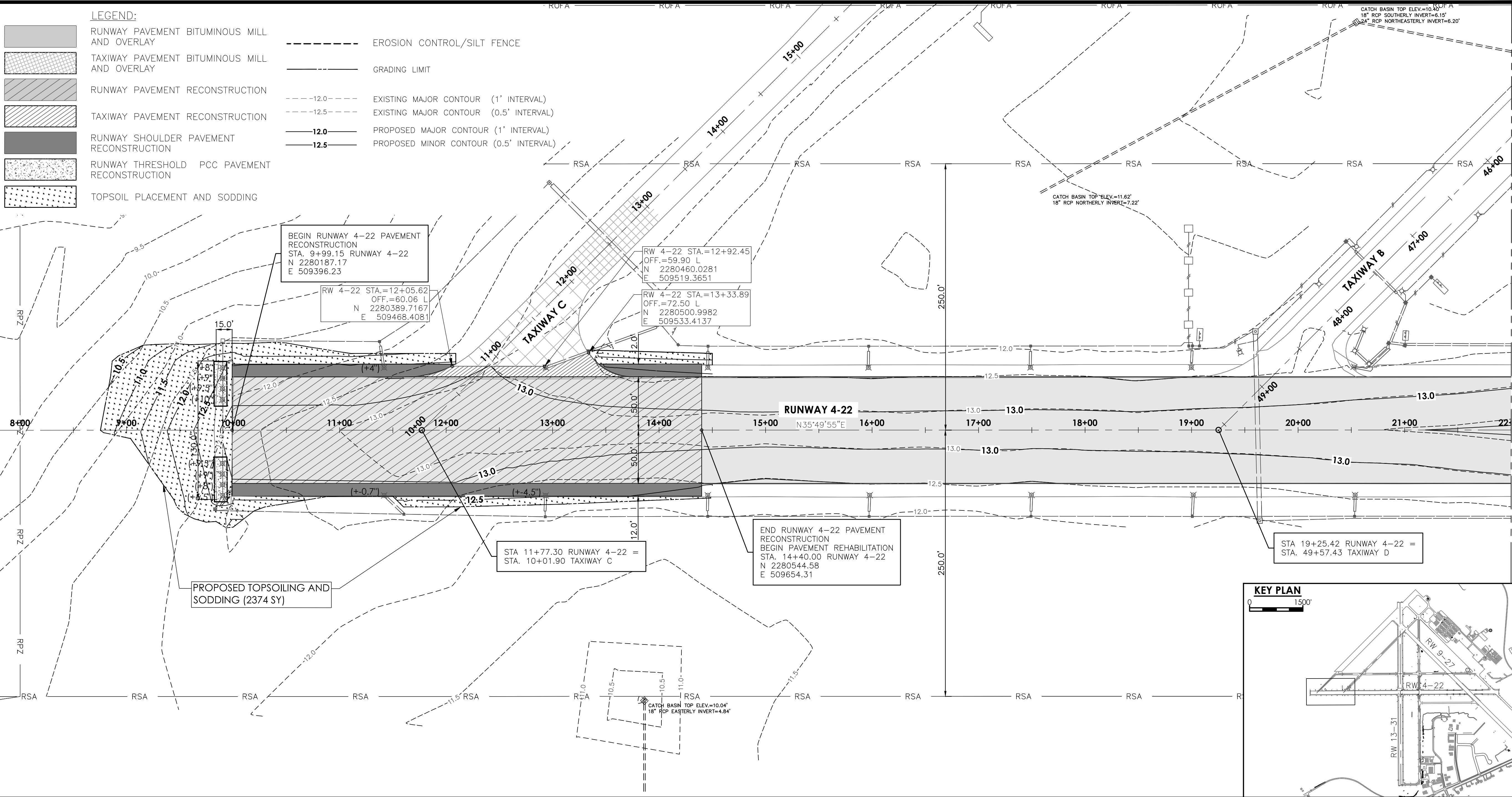
1
C-403
THRESHOLD BAR SECTION (PROFILE VIEW)
NOT TO SCALE



2
C-403
KEYING DETAIL AT RECONSTRUCTION LIMITS
MILL AND OVERLAY
NOT TO SCALE



3
C-403
THRESHOLD BAR SECTION (PLAN VIEW)
NOT TO SCALE



PA
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5' 0 5'
VERTICAL SCALE

50' 0 50'
HORIZONTAL SCALE

BID SET

Stamp:

CITY OF FERNANDINA BEACH
1923
FLORIDA

Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Cassa Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge: Bradley J. Wente, P.E.
Project Manager: Mike Farro, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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GRADING PLAN AND PROFILE

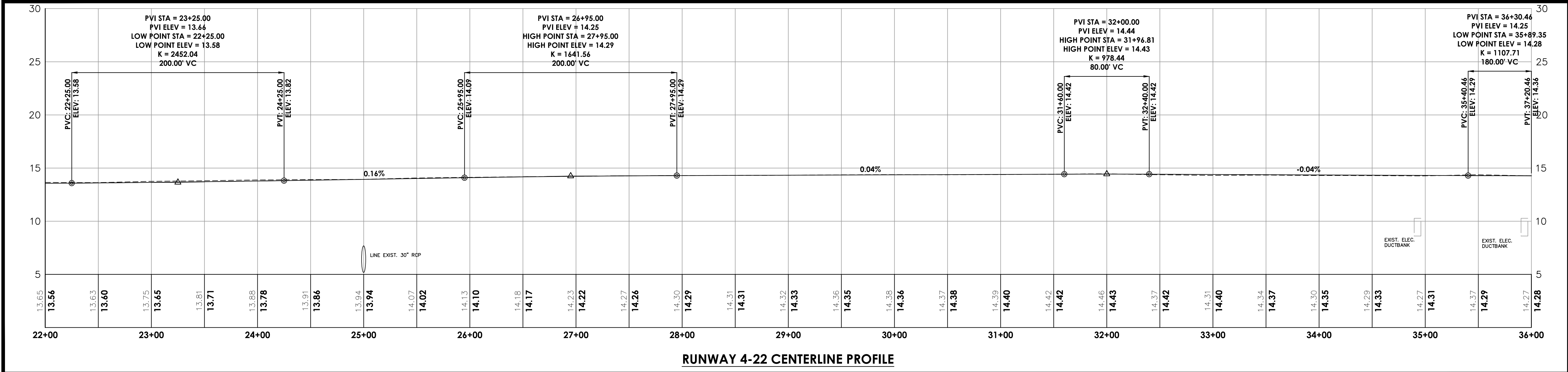
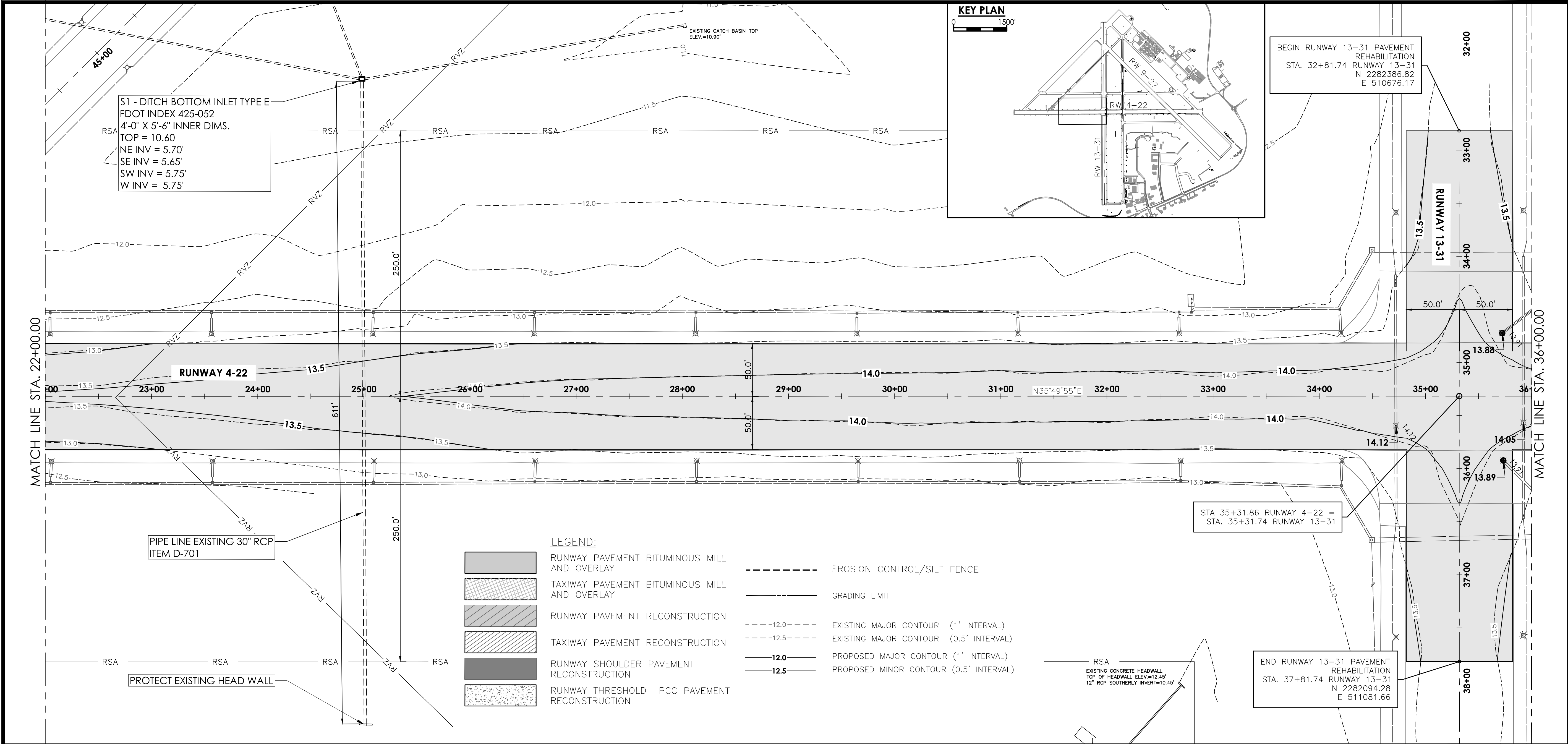
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-501

Date
APRIL 2020



PA
PASSERO ASSOCIATES
Engineering Architecture
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BID SET

Stamp:
CITY OF FERNANDINA BEACH
FLORIDA

Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Cass Cole Way, Suite 200
St. Augustine, FL 32095
(904) 757-6106

Principal-in-Charge: Bradley J. Wente, P.E.
Project Manager: Mike Farro, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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GRADING PLAN AND PROFILE

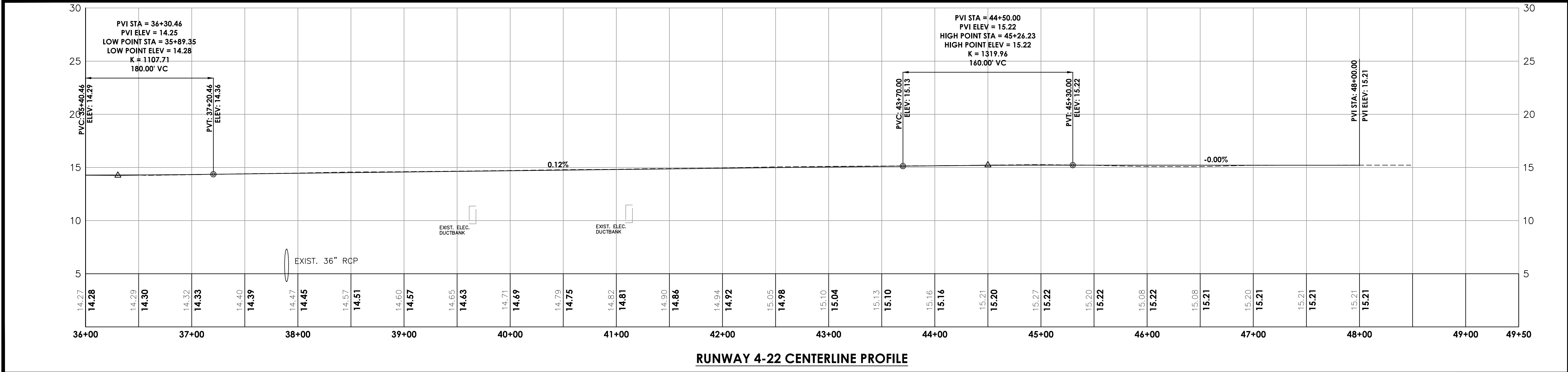
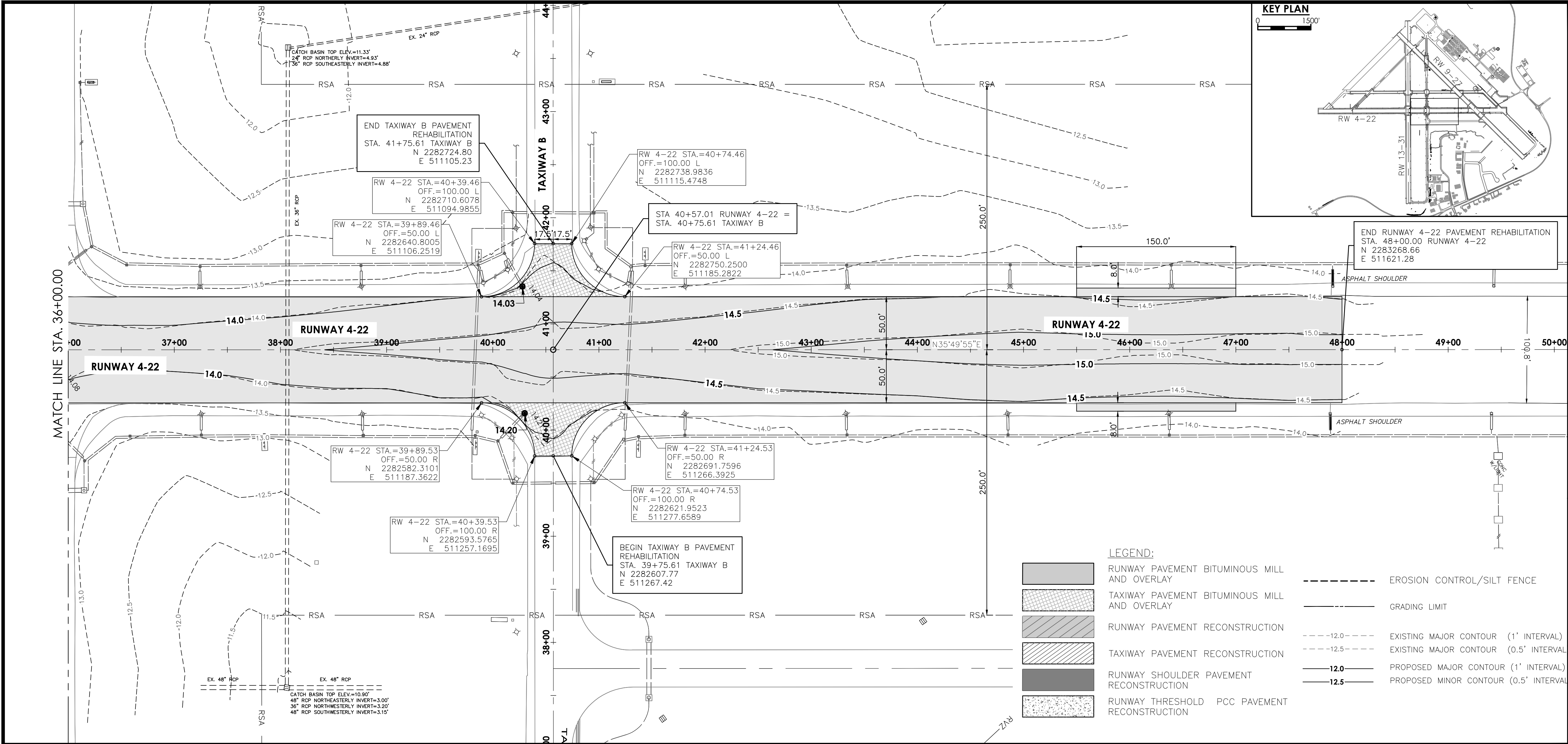
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.: 99000047.0089

Drawing No.: C-502

Date: APRIL 2020



PASSERO ASSOCIATES

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5' 0 5'
VERTICAL SCALE

50' 0 50'
HORIZONTAL SCALE

BID SET

Stamp:

Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Cass Circle Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge: Bradley J. Wente, P.E.
Project Manager: Mike Farro, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

GRADING PLAN AND PROFILE

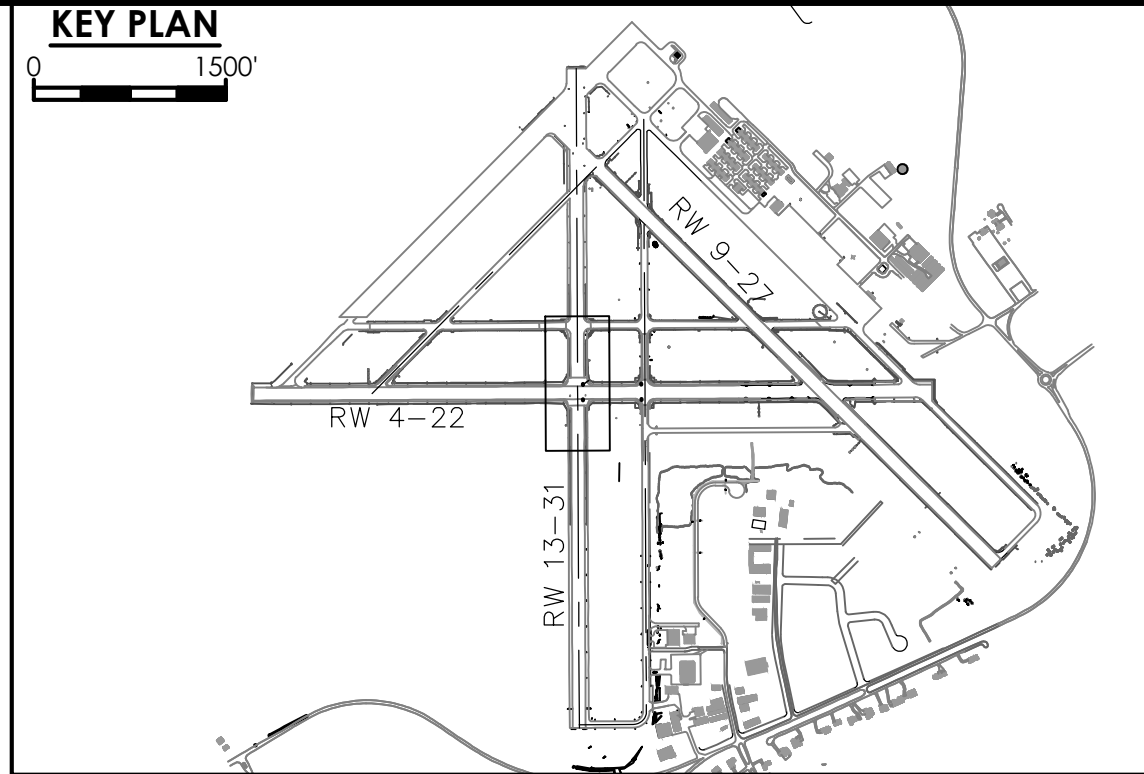
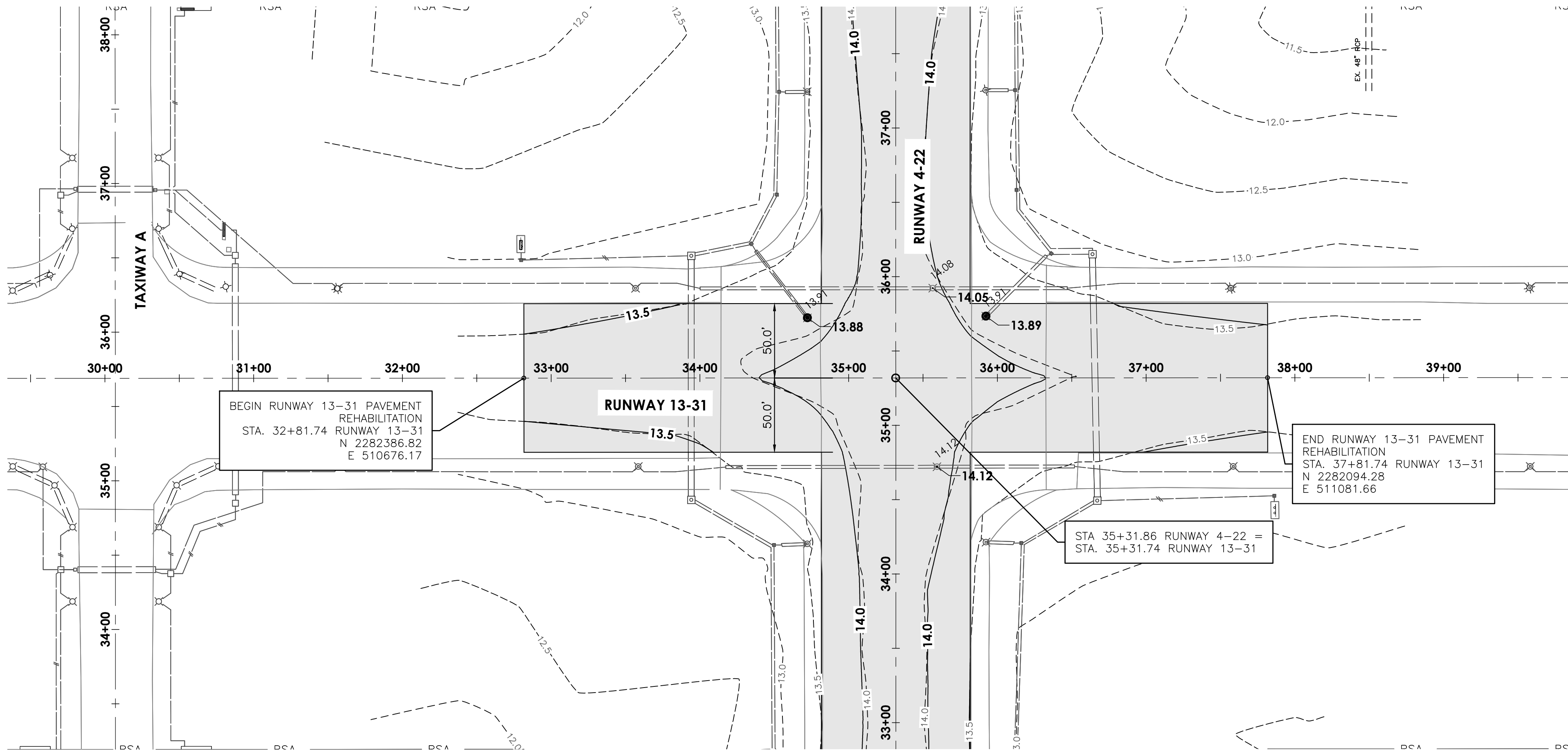
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

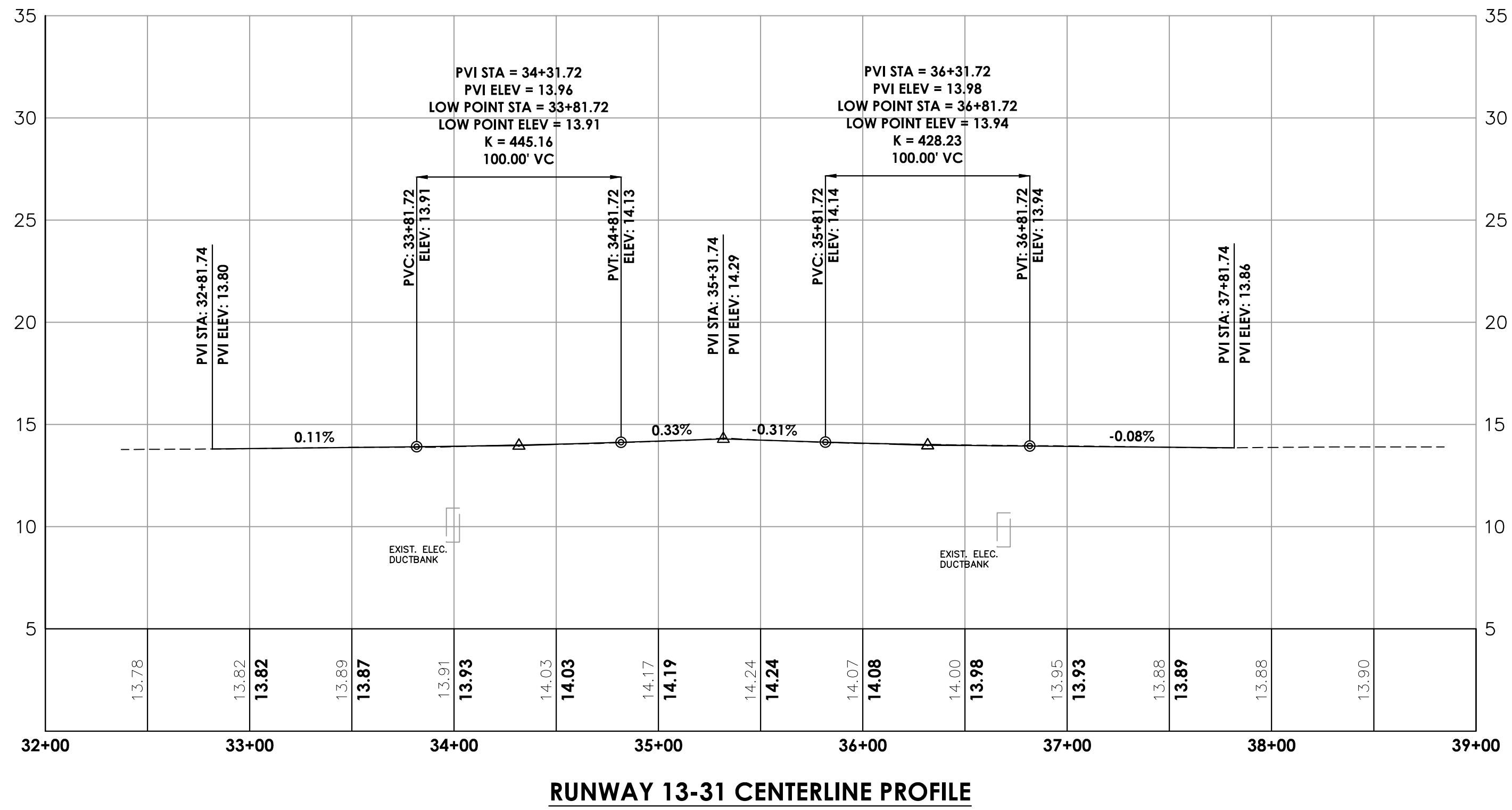
Project No.: 99000047.0089

Drawing No.: C-503

Date: APRIL 2020



- LEGEND:**
- RUNWAY PAVEMENT BITUMINOUS MILL AND OVERLAY
 - TAXIWAY PAVEMENT BITUMINOUS MILL AND OVERLAY
 - RUNWAY PAVEMENT RECONSTRUCTION
 - TAXIWAY PAVEMENT RECONSTRUCTION
 - RUNWAY SHOULDER PAVEMENT RECONSTRUCTION
 - RUNWAY THRESHOLD PCC PAVEMENT RECONSTRUCTION
 - EROSION CONTROL/SILT FENCE
 - GRADING LIMIT
 - EXISTING MAJOR CONTOUR (1' INTERVAL)
 - EXISTING MAJOR CONTOUR (0.5' INTERVAL)
 - PROPOSED MAJOR CONTOUR (1' INTERVAL)
 - PROPOSED MINOR CONTOUR (0.5' INTERVAL)



PASSERO ASSOCIATES

Engineering Architecture
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VERTICAL SCALE
HORIZONTAL SCALE

BID SET

Stamp:

Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Case Gate Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge: Bradley J. Wentte, P.E.
Project Manager: Mike Farro, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description
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GRADING PLAN AND PROFILE

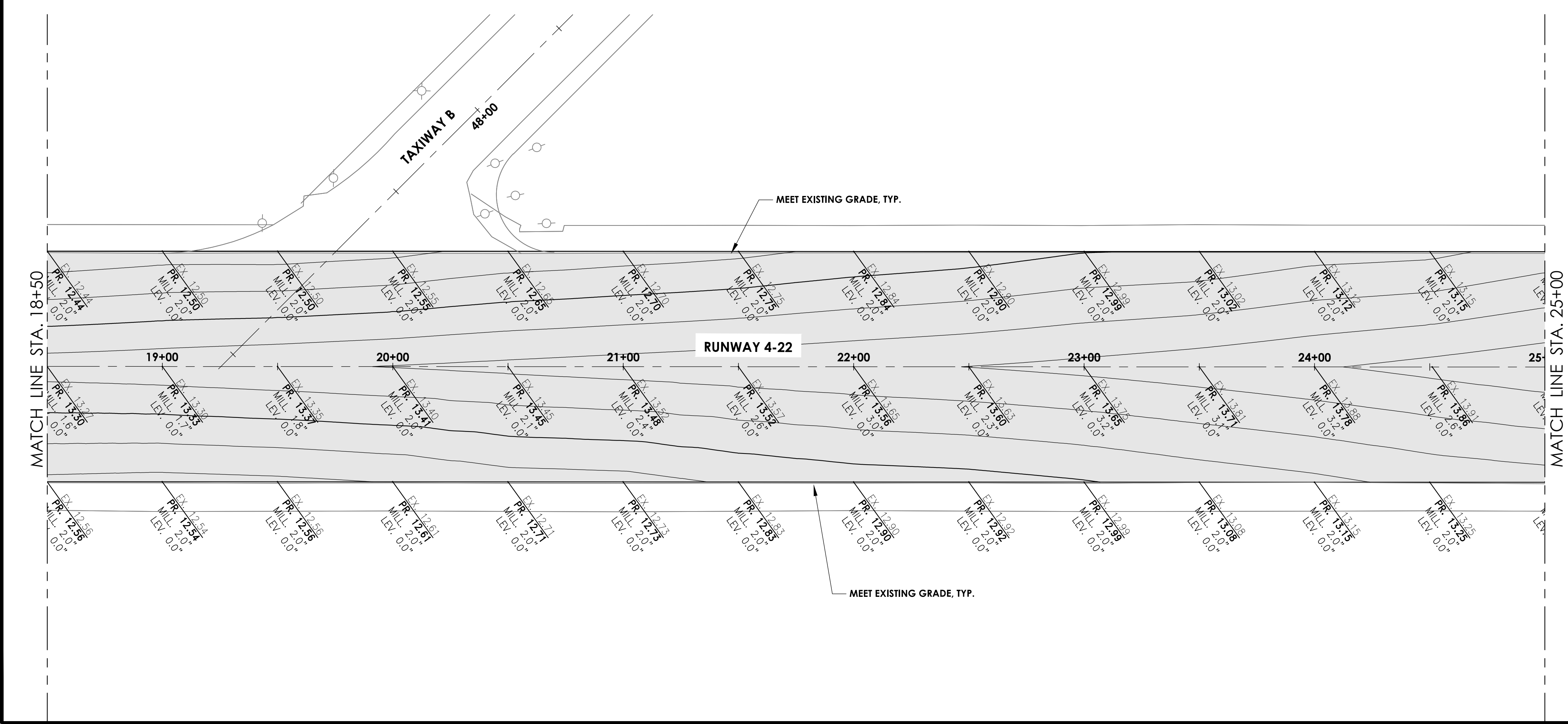
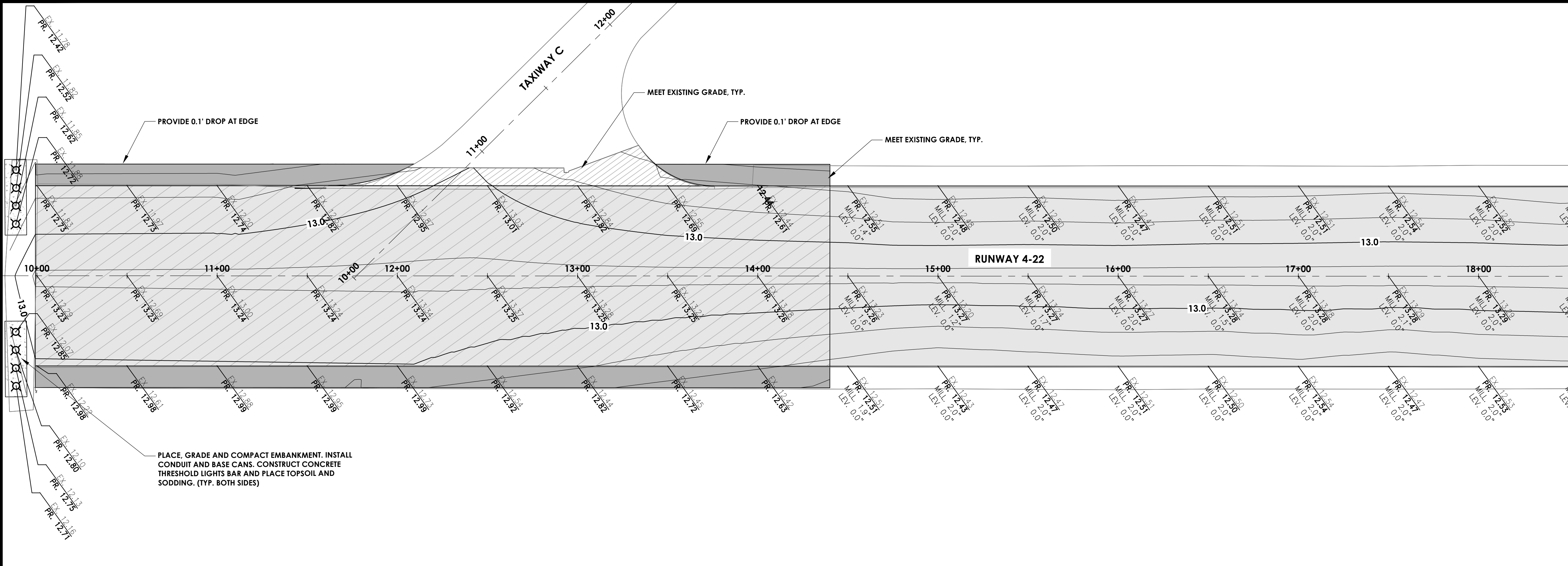
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-504

Date
APRIL 2020

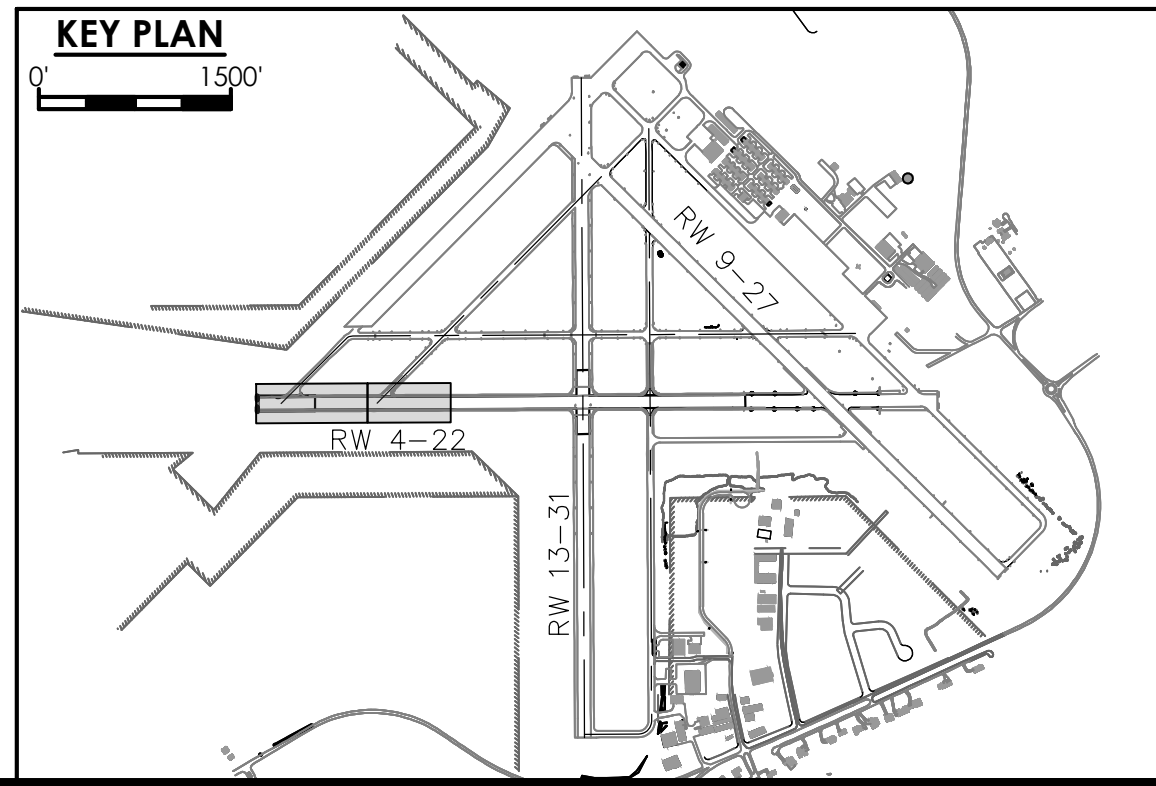


LEGEND:

- RUNWAY PAVEMENT BITUMINOUS MILL AND OVERLAY
- TAXIWAY PAVEMENT BITUMINOUS MILL AND OVERLAY
- RUNWAY PAVEMENT RECONSTRUCTION
- TAXIWAY PAVEMENT RECONSTRUCTION
- RUNWAY SHOULDER PAVEMENT RECONSTRUCTION
- RUNWAY THRESHOLD PCC PAVEMENT RECONSTRUCTION

12.0 PROPOSED MAJOR CONTOUR (1' INTERVAL)
PROPOSED MINOR CONTOUR (0.2' INTERVAL)

EXISTING PAVEMENT SURFACE LEEVATION
PROPOSED PAVEMENT SURFACE ELEVATION
MILLING DEPTH
BITUMINOUS LEVELING COURSE DEPTH



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30' 0 30'

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Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge Bradley J. Wentte, P.E.
Project Manager Mike Farro, P.E.
Designed By Bruce Bradley, EI

Revisions			
No.	Date	By	Description

PAVEMENT ELEVATION PLAN

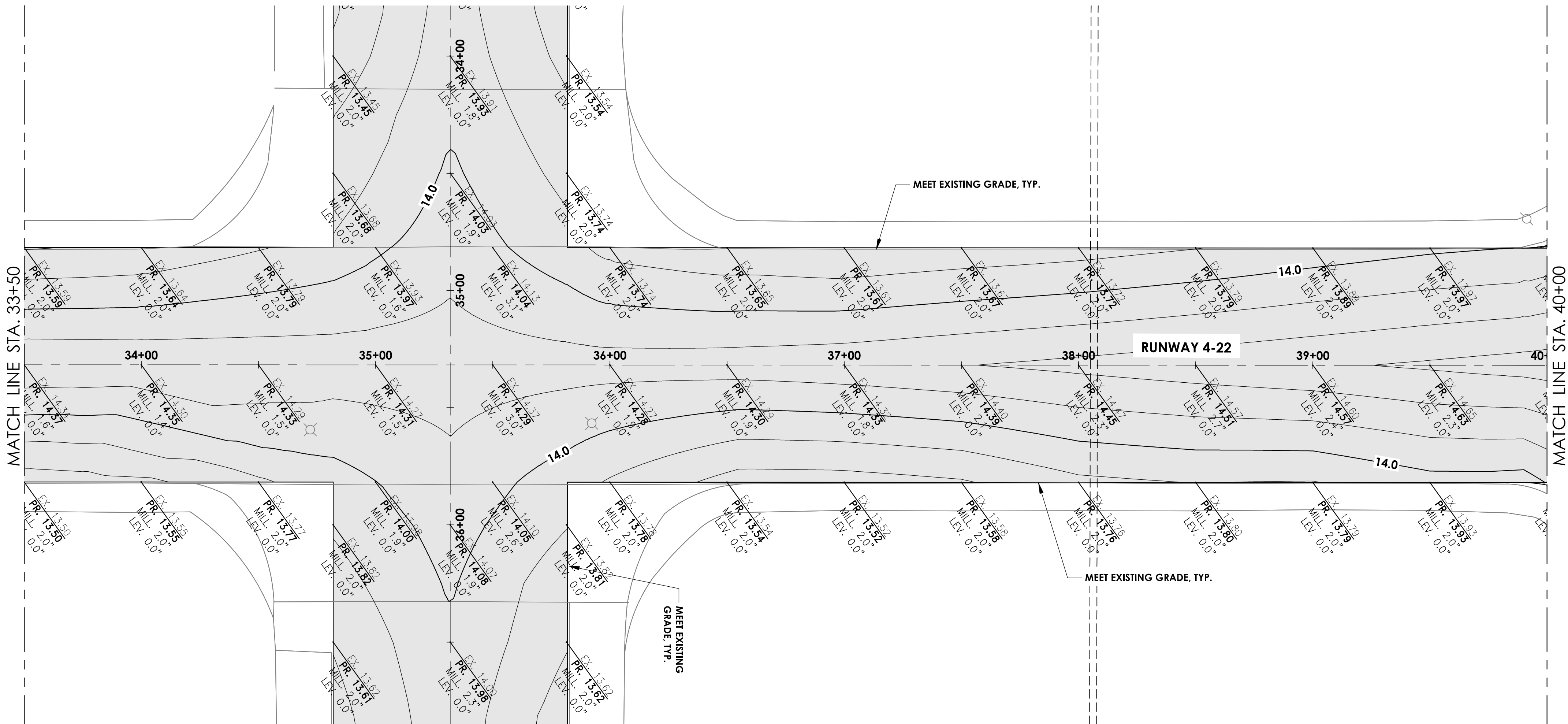
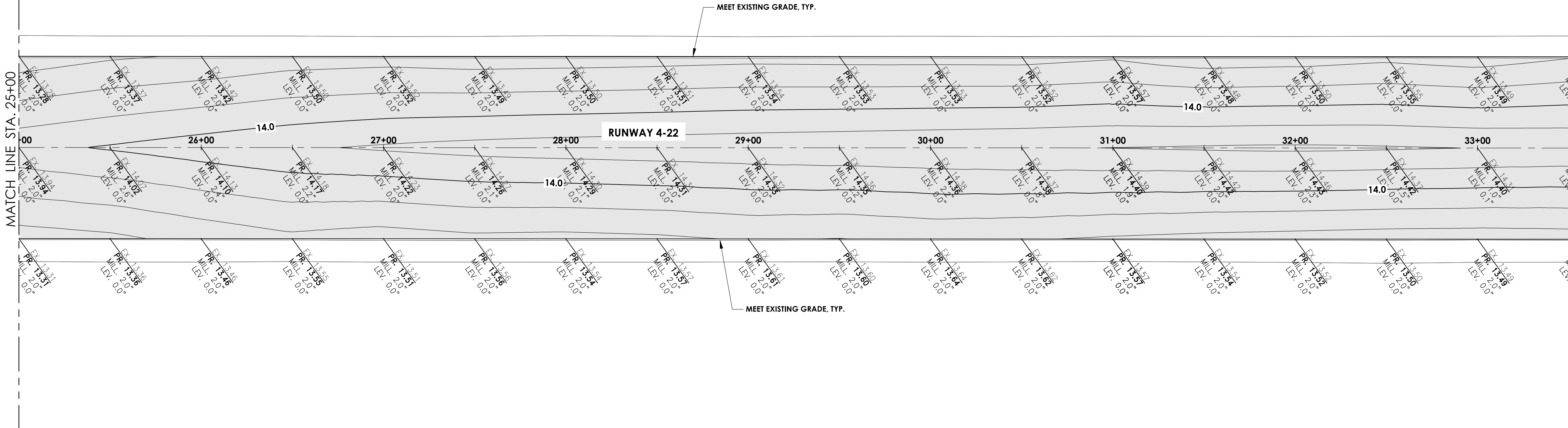
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-601

Date
APRIL 2020

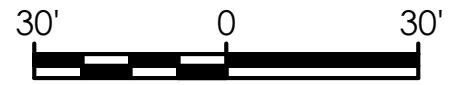
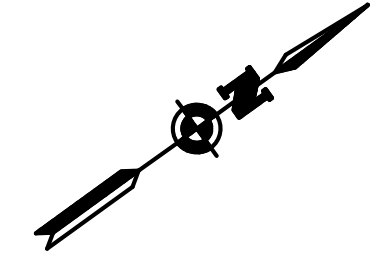
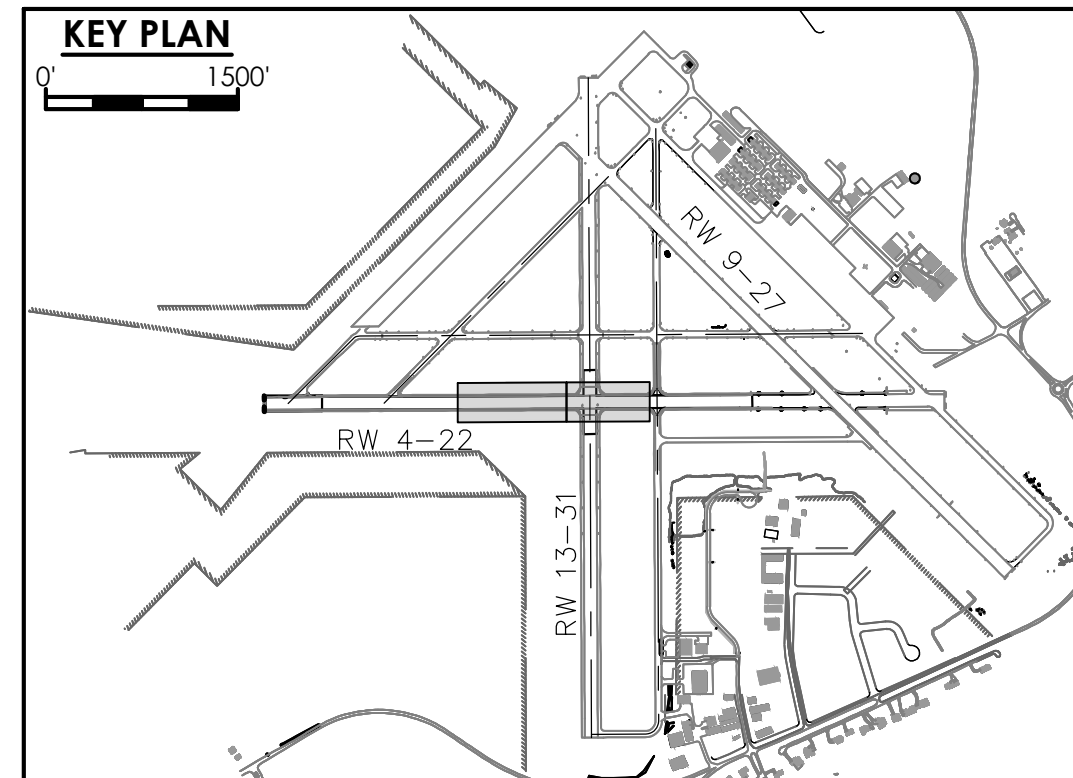


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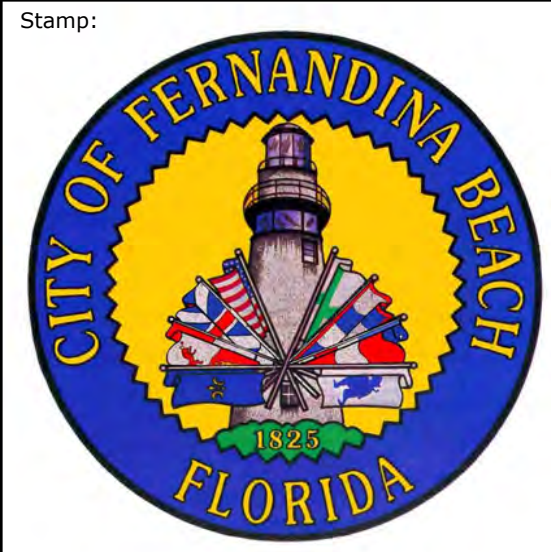
- RUNWAY PAVEMENT BITUMINOUS MILL AND OVERLAY
- TAXIWAY PAVEMENT BITUMINOUS MILL AND OVERLAY
- RUNWAY PAVEMENT RECONSTRUCTION
- TAXIWAY PAVEMENT RECONSTRUCTION
- RUNWAY SHOULDER PAVEMENT RECONSTRUCTION
- RUNWAY THRESHOLD PCC PAVEMENT RECONSTRUCTION

PROPOSED MAJOR CONTOUR (1' INTERVAL)
PROPOSED MINOR CONTOUR (0.2' INTERVAL)

EXISTING PAVEMENT SURFACE LEEVATION
PROPOSED PAVEMENT SURFACE ELEVATION
MILLING DEPTH
BITUMINOUS LEVELING COURSE DEPTH



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Principal-in-Charge Bradley J. Wentte, P.E.
Project Manager Mike Farro, P.E.
Designed By Bruce Bradley, EI

Revisions			
No.	Date	By	Description

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PAVEMENT ELEVATION PLAN

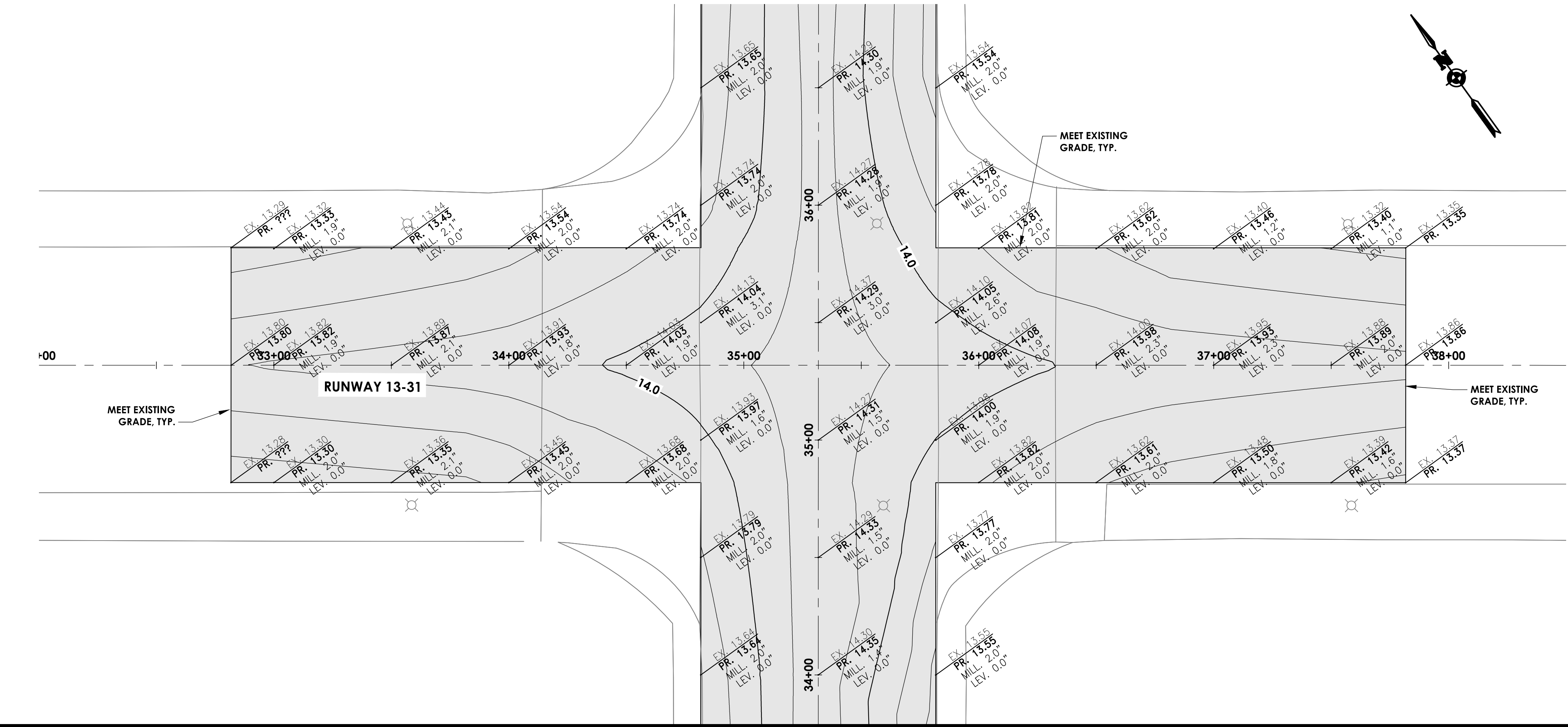
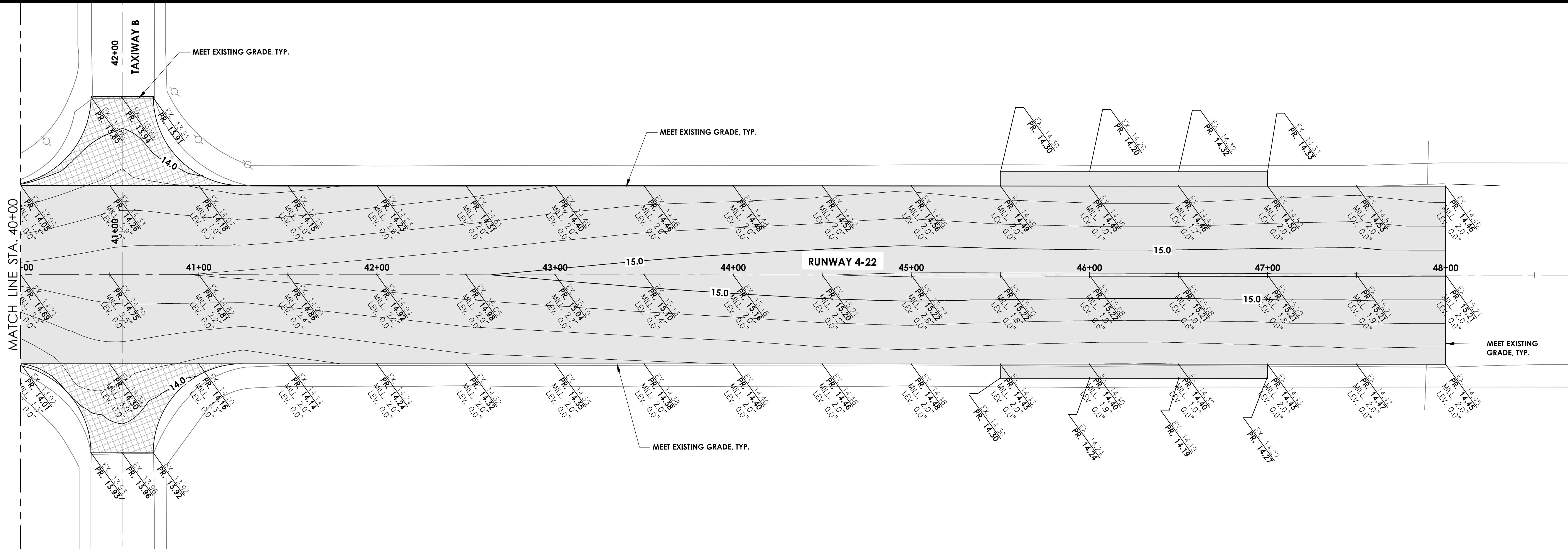
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-602

Date
APRIL 2020

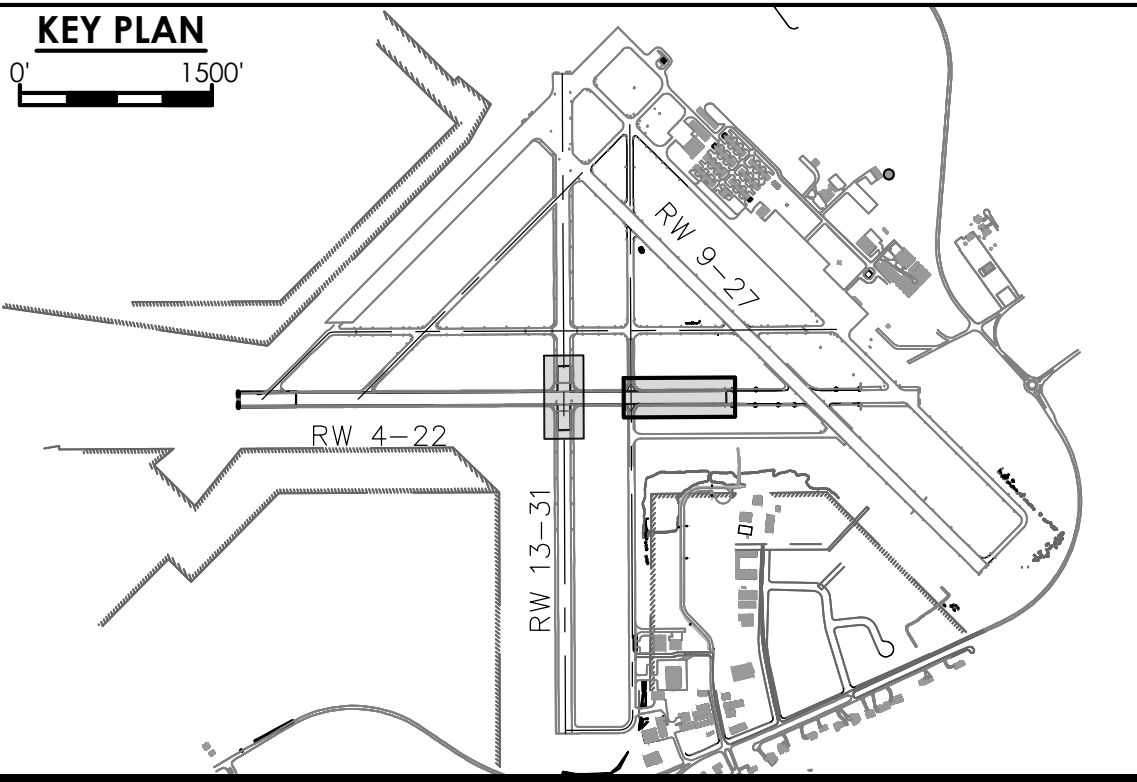


LEGEND:

- RUNWAY PAVEMENT BITUMINOUS MILL AND OVERLAY
- TAXIWAY PAVEMENT BITUMINOUS MILL AND OVERLAY
- RUNWAY PAVEMENT RECONSTRUCTION
- TAXIWAY PAVEMENT RECONSTRUCTION
- RUNWAY SHOULDER PAVEMENT RECONSTRUCTION
- RUNWAY THRESHOLD PCC PAVEMENT RECONSTRUCTION

12.0 PROPOSED MAJOR CONTOUR (1' INTERVAL)
PROPOSED MINOR CONTOUR (0.2' INTERVAL)

EXISTING PAVEMENT SURFACE LEEVATION
PROPOSED PAVEMENT SURFACE ELEVATION
MILLING DEPTH
BITUMINOUS LEVELING COURSE DEPTH



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Principal-in-Charge: Bradley J. Wentte, P.E.
Project Manager: Mike Farro, P.E.
Designed By: Bruce Bradley, EI

Revisions			
No.	Date	By	Description

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PAVEMENT ELEVATION PLAN

RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

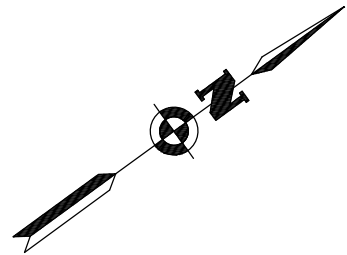
Drawing No.
C-603

Date
APRIL 2020



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Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

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LIGHTING PLAN I

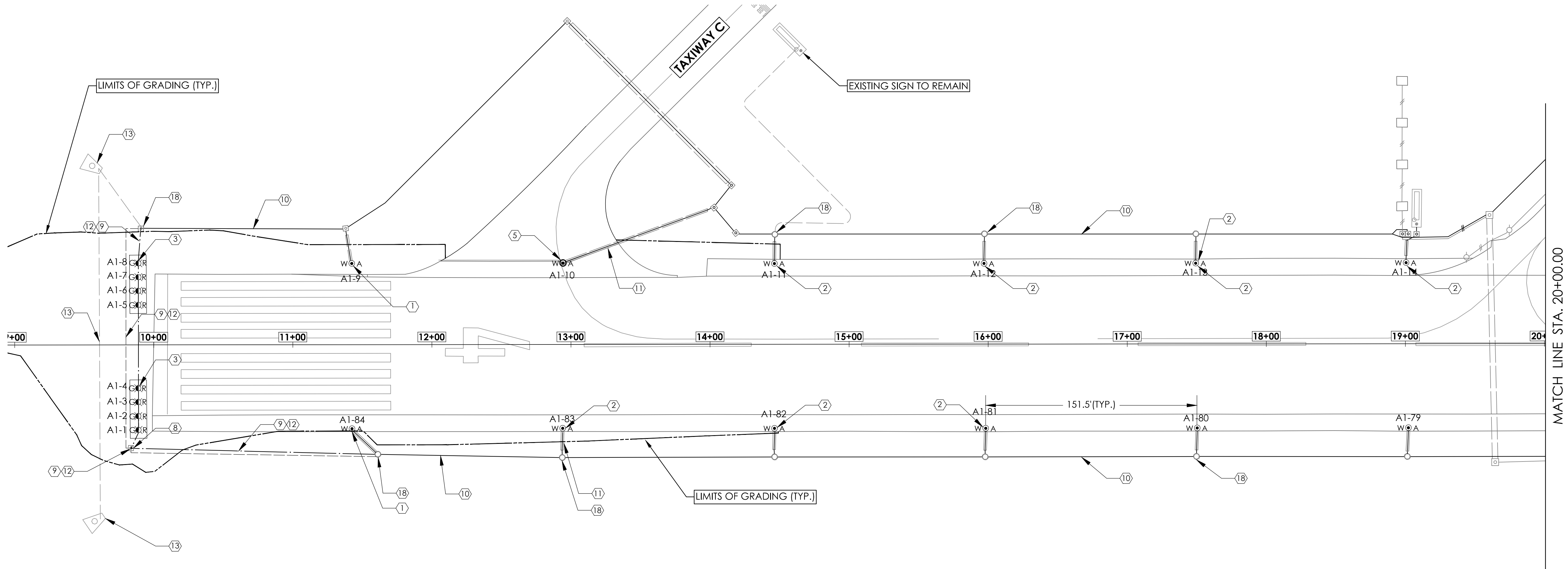
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
L-700

Date
APRIL 2020



LEGEND:

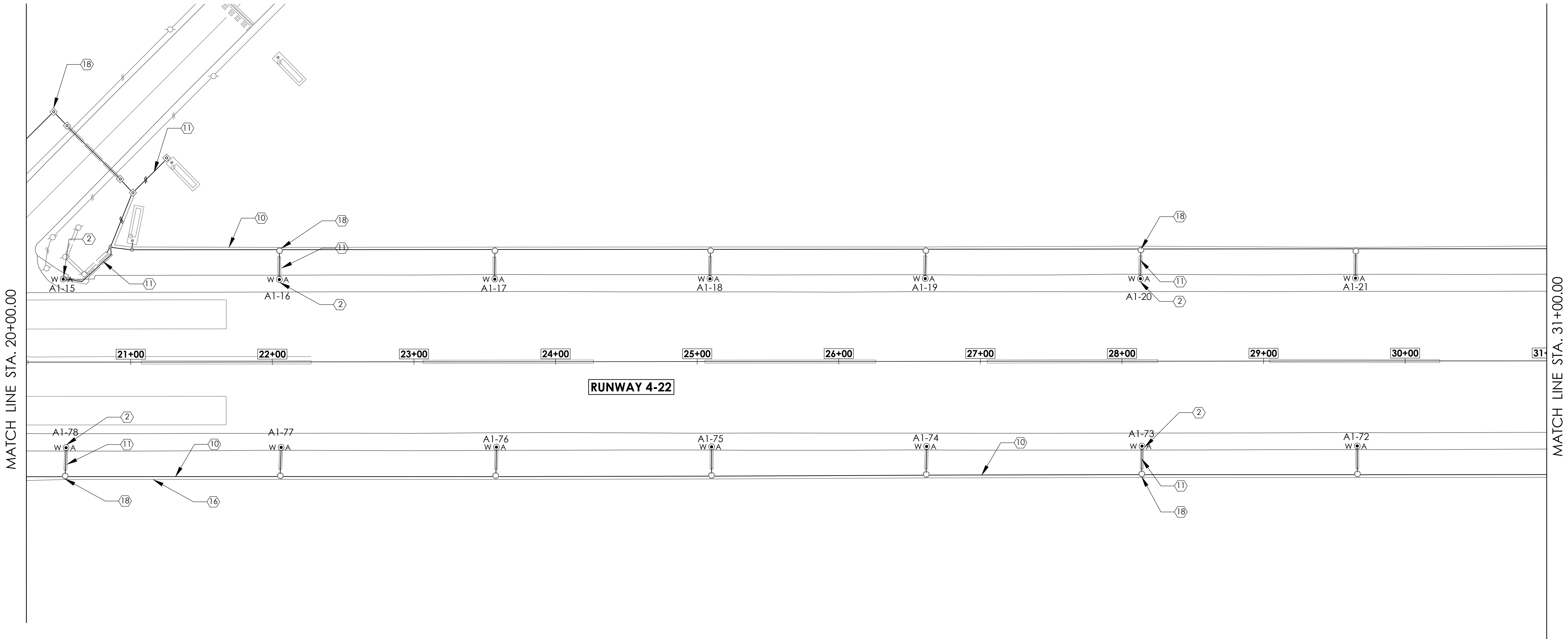
- EXISTING TAXIWAY LIGHT TO REMAIN
- EXISTING RUNWAY LIGHT TO REMAIN
- PROPOSED C-861 LED ELEVATED MEDIUM INTENSITY RUNWAY THRESHOLD LIGHT MOUNTED ON NEW L-867 BASE CAN. LENS COLOR NOTED
- PROPOSED L-861 LED, ELEVATED, MEDIUM INTENSITY RUNWAY EDGE LIGHT MOUNTED ON EXISTING L-867 BASE. LENS COLOR NOTED
- PROPOSED L-850C LED, FLUSH MOUNTED LIGHT ON EXISTING L-868 BASE CAN. LENS COLOR NOTED
- EXISTING ELECTRICAL JUNCTION CAN TO REMAIN
- EXISTING 12" 3-WAY, L-868 JUNCTION CAN (4" MIN. CONC. ENCASED)
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN PROPOSED 2" SCH. 40 PVC CONDUIT
- PROPOSED #6 BARE COPPER COUNTERPOISE
- (2)-#8 CABLES IN EXISTING CONDUIT

ELECTRICAL NOTES:

- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-850 FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- NOT USED.
- PROTECT EXISTING FLUSH MOUNTED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- INSTALL NEW L-867D JUNCTION CAN WITH BLANK LID.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN NEW 2-INCH PVC CONDUIT.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL NEW 2/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL #6 BARE COPPER COUNTERPOISE IN CONDUIT. CONNECT TO BASE CAN.
- EXISTING RUNWAY END IDENTIFIER LIGHT AND CIRCUIT TO REMAIN.
- EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN.
- EXISTING PAPI TO REMAIN.
- EXISTING PAPI CIRCUIT TO REMAIN.
- EXISTING 2-INCH CONDUIT TO REMAIN.
- EXISTING JUNCTION CAN TO REMAIN.

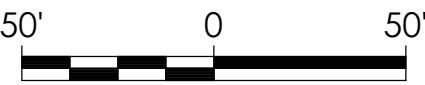
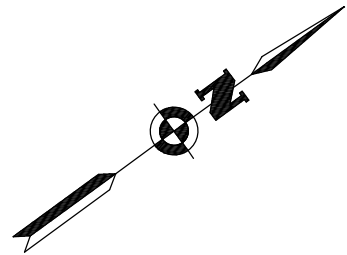
NOTES:

- SEE ELECTRICAL GENERAL NOTES ON SHEET L-705



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Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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LIGHTING PLAN II

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

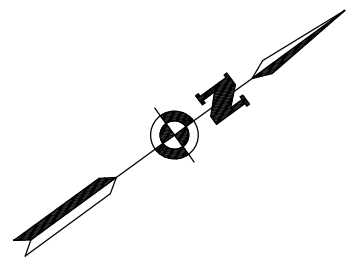
Drawing No.
L-701

Date
APRIL 2020



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St. Augustine, FL 32095

Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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LIGHTING PLAN III

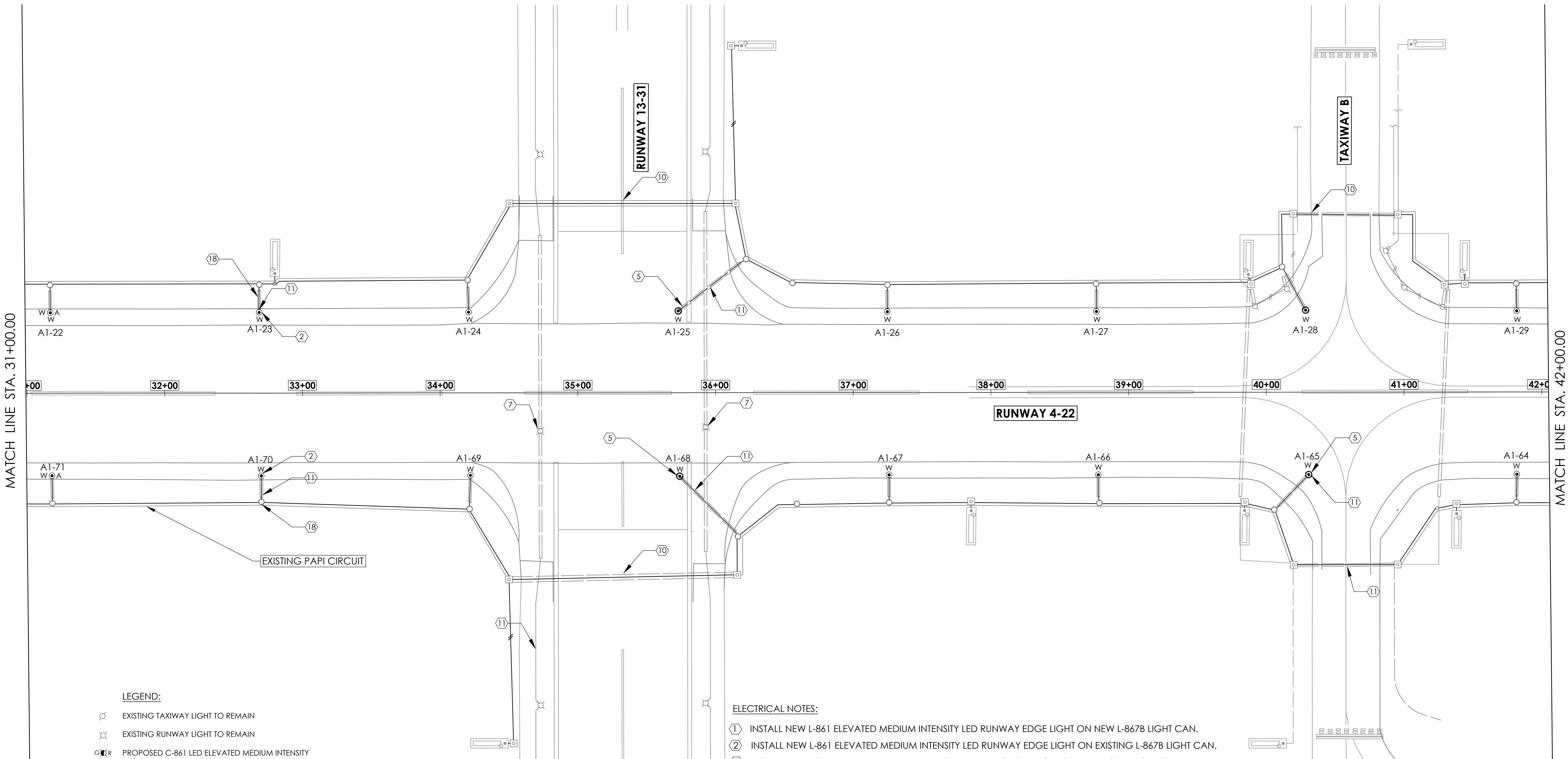
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
L-702

Date
APRIL 2020



LEGEND:

- EXISTING TAXIWAY LIGHT TO REMAIN
- EXISTING RUNWAY LIGHT TO REMAIN
- PROPOSED C-861 LED ELEVATED MEDIUM INTENSITY RUNWAY THRESHOLD LIGHT MOUNTED ON NEW L-867 BASE CAN
- PROPOSED L-861 LED, ELEVATED, MEDIUM INTENSITY RUNWAY EDGE LIGHT MOUNTED ON EXISTING L-867 BASE
- PROPOSED L-850C LED, FLUSH MOUNTED LIGHT ON EXISTING L-868 BASE CAN
- EXISTING ELECTRICAL JUNCTION CAN TO REMAIN
- EXISTING 12" 3-WAY, L-868 JUNCTION CAN (4" MIN. CONC. ENCASED)
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN PROPOSED 2" SCH. 40 PVC CONDUIT
- PROPOSED #6 BARE COPPER COUNTERPOISE
- (2)-#8 CABLES IN EXISTING CONDUIT

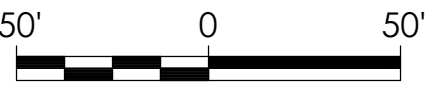
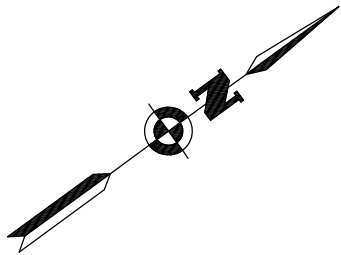
ELECTRICAL NOTES:

- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-850 FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- NOT USED.
- PROTECT EXISTING FLUSH MOUNTED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- INSTALL NEW L-867D JUNCTION CAN WITH BLANK LID.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN NEW 2-INCH PVC CONDUIT.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL NEW 2/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL #6 BARE COPPER COUNTERPOISE IN CONDUIT. CONNECT TO BASE CAN.
- EXISTING RUNWAY END IDENTIFIER LIGHT AND CIRCUIT TO REMAIN.
- EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN.
- EXISTING PAPI TO REMAIN.
- EXISTING PAPI CIRCUIT TO REMAIN.
- EXISTING 2-INCH CONDUIT TO REMAIN.
- EXISTING JUNCTION CAN TO REMAIN.



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4730 Casa Cola Way, Suite 200 (904) 757-6106
St. Augustine, FL 32095

Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

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LIGHTING PLAN IV

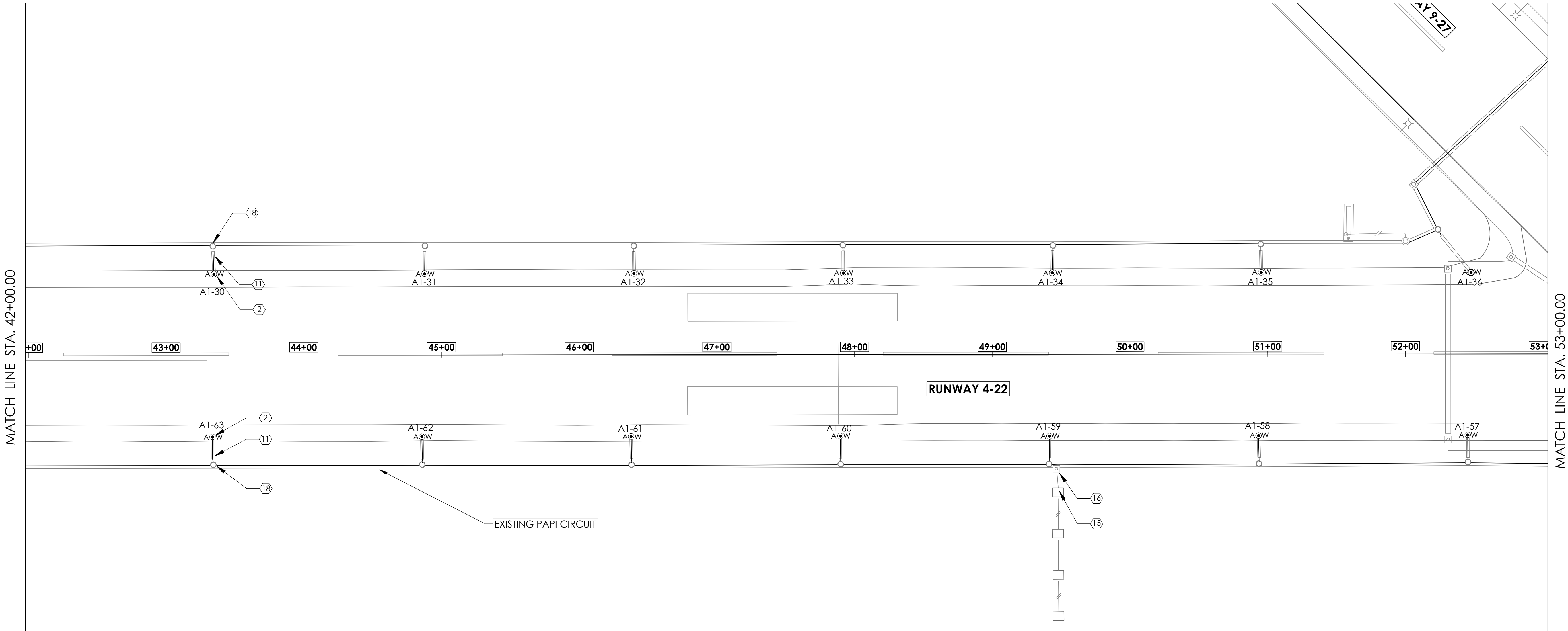
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
L-703

Date
APRIL 2020



LEGEND:

- EXISTING TAXIWAY LIGHT TO REMAIN
- EXISTING RUNWAY LIGHT TO REMAIN
- PROPOSED C-861 LED ELEVATED MEDIUM INTENSITY RUNWAY THRESHOLD LIGHT MOUNTED ON NEW L-867 BASE CAN
- PROPOSED L-861 LED, ELEVATED, MEDIUM INTENSITY RUNWAY EDGE LIGHT MOUNTED ON EXISTING L-867 BASE
- PROPOSED L-850C LED, FLUSH MOUNTED LIGHT ON EXISTING L-868 BASE CAN
- EXISTING ELECTRICAL JUNCTION CAN TO REMAIN
- EXISTING 12" 3-WAY, L-868 JUNCTION CAN (4" MIN. CONC. ENCASED)
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN PROPOSED 2" SCH. 40 PVC CONDUIT
- PROPOSED #6 BARE COPPER COUNTERPOISE
- (2)-#8 CABLES IN EXISTING CONDUIT

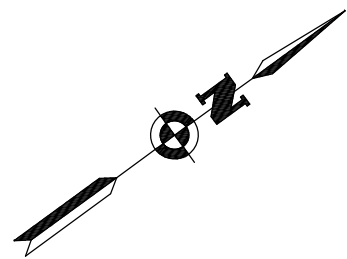
ELECTRICAL NOTES:

- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON NEW L-867B LIGHT CAN.
- INSTALL NEW L-861 ELEVATED MEDIUM INTENSITY LED THRESHOLD LIGHT ON EXISTING L-867B LIGHT CAN.
- INSTALL NEW L-850 FLUSH MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- NOT USED.
- PROTECT EXISTING FLUSH MOUNTED RUNWAY EDGE LIGHT ON EXISTING L-868B LIGHT CAN.
- INSTALL NEW L-867D JUNCTION CAN WITH BLANK LID
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN NEW 2-INCH PVC CONDUIT.
- INSTALL NEW 1/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL NEW 2/C #8 5KV TYPE C CABLE IN EXISTING 2-INCH PVC CONDUIT.
- INSTALL #6 BARE COPPER COUNTERPOISE IN CONDUIT. CONNECT TO BASE CAN.
- EXISTING RUNWAY END IDENTIFIER LIGHT AND CIRCUIT TO REMAIN.
- EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN.
- EXISTING PAPI TO REMAIN.
- EXISTING PAPI CIRCUIT TO REMAIN.
- EXISTING 2-INCH CONDUIT TO REMAIN.
- EXISTING JUNCTION CAN TO REMAIN.



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Project Manager: Bradley J. Wenthe, P.E.
Designed By: Bruce Bradley, EI

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No.	Date	By	Description

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LIGHTING PLAN V

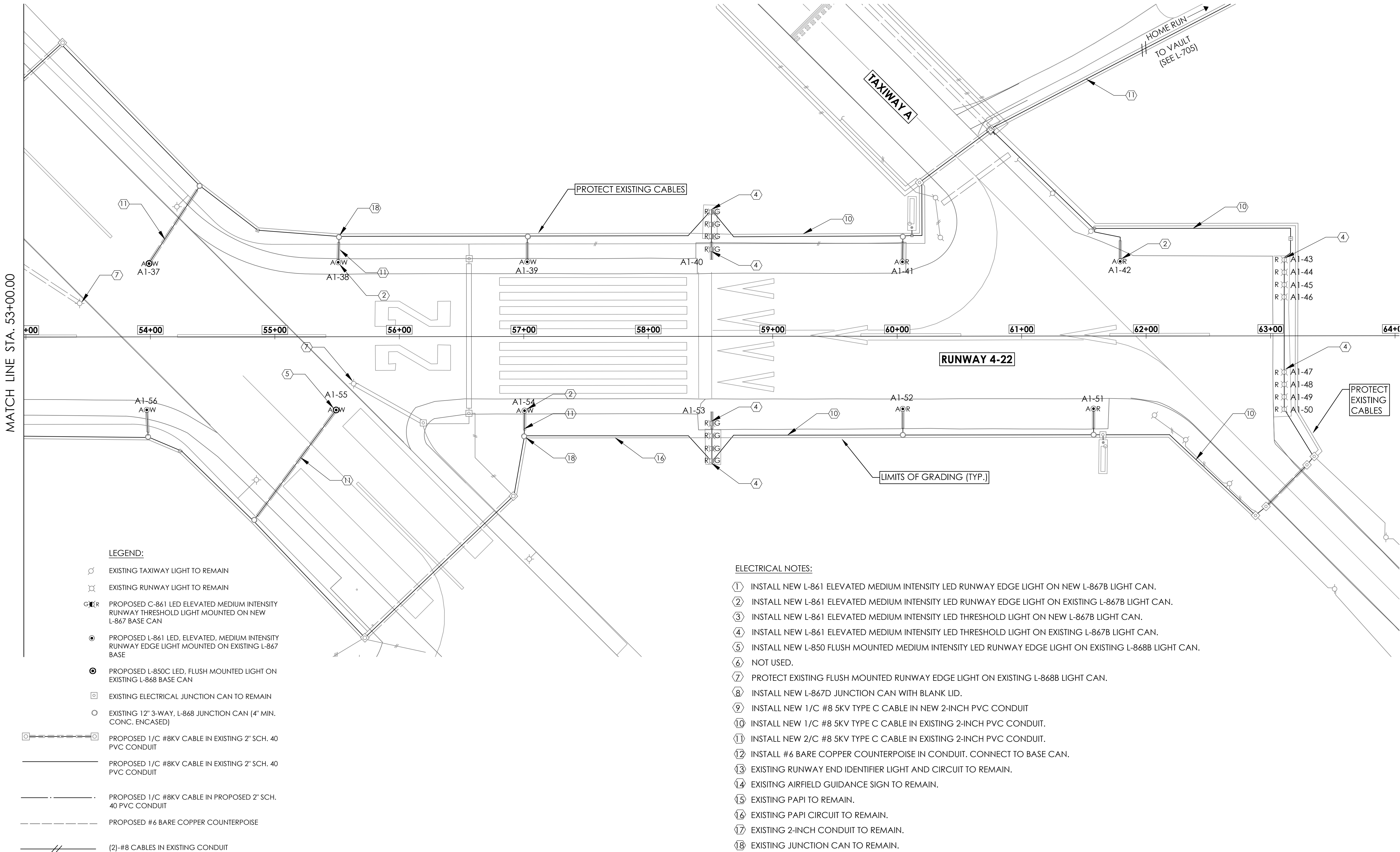
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

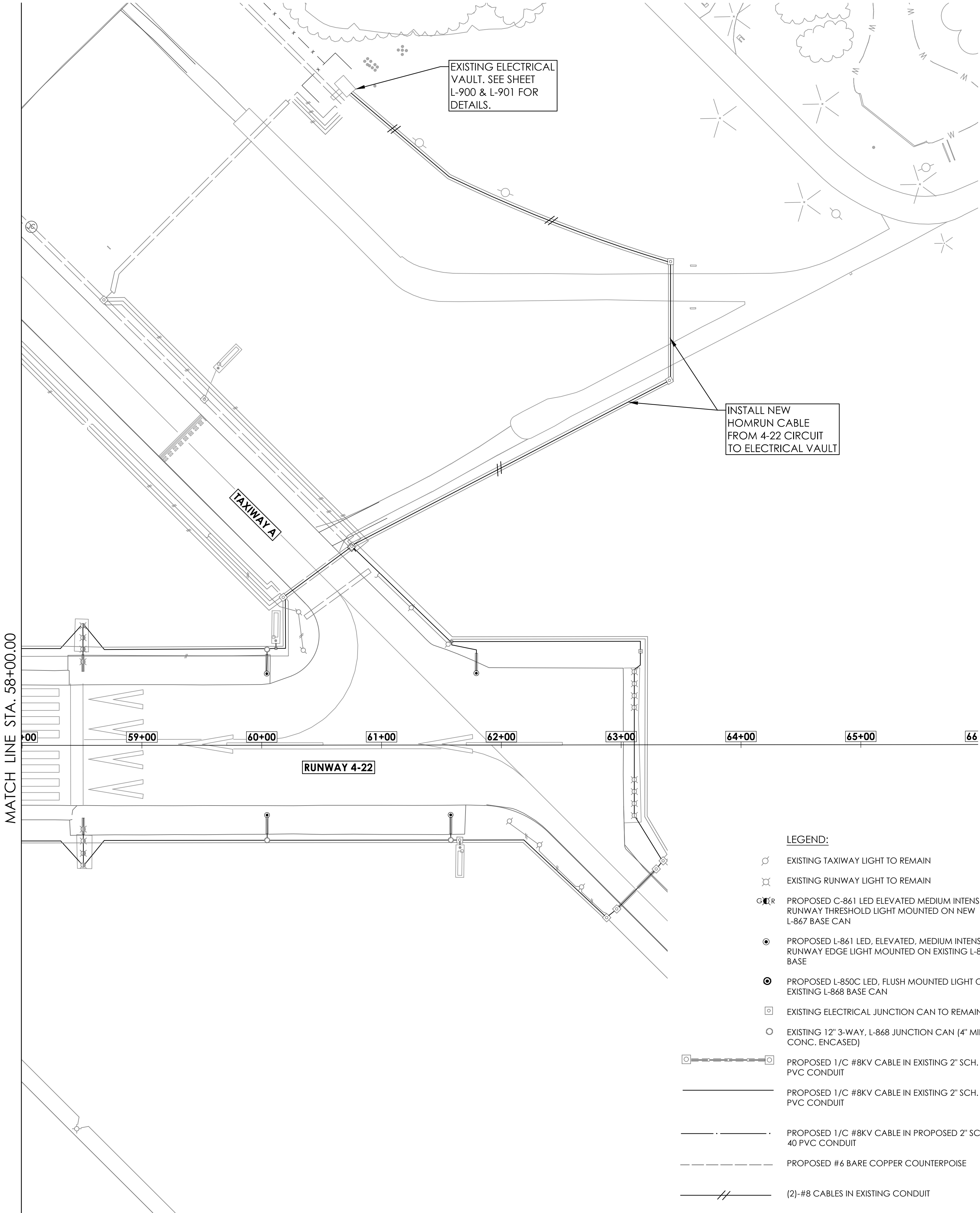
Drawing No.
L-704

Date
APRIL 2020



ELECTRICAL GENERAL NOTES:

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO RELOCATE, MODIFY AND INSTALL THE AIRFIELD ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR COMPLETION OF THE WORK SHALL BE INCLUDED.
2. THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL SAFETY CODE, NATIONAL ELECTRICAL CODE, FEDERAL AVIATION ADMINISTRATION SPECIFICATIONS/ADVISORY CIRCULARS AND APPLICABLE LOCAL BUILDING CODES
3. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, LICENSES ETC., PRIOR TO COMMENCEMENT OF WORK. THE COST OF PERMITS, LICENSES , ETC., SHALL BE INCIDENTAL TO AND INCLUDED IN THE BID PRICE FOR THE RESPECTIVE PAY ITEMS.
4. ALL MATERIALS SCHEDULED FOR REMOVAL SUCH AS EXISTING RUNWAY LIGHTS, ISOLATION TRANSFORMERS, ETC., WHICH ARE DEEMED SALVAGEABLE BY THE AIRPORT SHALL BE DELIVERED TO THE LOCATION ON AIRPORT PROPERTY AS INDICATED BY THE AIRPORT. ALL NON-SALVAGABLE MATERIALS REMOVED SUCH AS MANHOLES, HANDHOLES, CONCRETE FOUNDATIONS, CONDUIT, LIGHT BASES, CONDUCTORS, ETC. SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND LEGALLY DISPOSED OF OFF THE SITE BY THE CONTRACTOR.
5. EXISTING CONDUIT, DUCTBANK, CIRCUITING AND UTILITY INFORMATION IS BASED ON AIRPORT "AS BUILT" AND "RECORD" DRAWINGS AND SITE VISITS BY THE UTILITY COMPANIES AND THE ENGINEER. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL NOT BE SCALED FOR EXACT LOCATIONS. NOT ALL UTILITIES MAY BE SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE APPROPRIATE UTILITY/AGENCY PRIOR TO STARTING WORK. FOR THE LOCATION OF EXISTING UTILITIES , ANY INTERPRETATION OF AN EXISTING SYSTEM OR UTILITY HAVING JURISDICTION. PRIOR TO STARTING WORK, THE CONTRACTOR SHALL CONTACT ALL LOCAL UTILITIES TO ALLOW THEM TIME TO PROPERLY LOCATE ALL UTILITIES.
6. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE AIRPORT, AND PRIOR TO AND DURING CONSTRUCTION TO ENSURE THAT ALL ELECTRICAL CIRCUITS AND FACILITIES HAVE BEEN LOCATED, FLAGGED AND ACCOUNTED FOR AND TAT ALL NECESSARY CIRCUITS HAVE BEEN DETERMINED PRIOR TO INITIATING CONSTRUCTION IN ANY LOCATION
7. ALL EXISTING SYSTEMS/UTILITIES TO REMAIN SHALL BE PROTECTED FROM DAMAGE. REPLACEMENT OF ANY DAMAGED EXISTING SYSTEMS/UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGED ELECTRICAL SYSTEMS AND SHALL MAKE REPAIRS IMMEDIATELY, AT THEIR OWN COST, IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS. DAMAGED ELECTRICAL SYSTEMS SHALL BE IMMEDIATELY REPORTED TO THE RPR. THE CONTRACTOR IS URGED TO TAKE EVERY PRECAUTION NECESSARY TO PROTECT ANY AND ALL CABLES FROM DAMAGE OF ANY SORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KNOWING THE DEPTH OF ANY CABLE IN THE PROXIMITY OF THE CONSTRUCTION AS WELL AS THE HORIZONTAL LOCATION.
8. THE DUCT BANKS AND CONDUITS BETWEEN DEMOLISHED MANHOLES, HANDHOLES, BASE CANS, ETC. SHALL BE REMOVED EXCEPT WHERE LOCATED UNDER EXISTING PAVEMENT TO REMAIN OR WHERE THE DUCT OR CONDUIT IS TO BE EXTENDED IN THE NEW WORK.
9. ALL EXCAVATION WITHIN TEN (10) FEET OF ANY UNDERGROUND UTILITY SHALL BE PERFORMED BY HAND EXCAVATION METHODS.
10. ELECTRICAL DEMOLITION WORK SHALL BE LIMITED TO THE AREAS AND SCHEDULES IDENTIFIED IN THE DEMOLITION PLANS.
11. ALL GROUND RODS AND OTHER UNDERGROUND GROUNDING CONNECTIONS SHALL BE CADWELD OR APPROVED EQUIVALENT. CADWELD CONNECTIONS SHALL BE IN ACCORDANCE WITH MANUFACTURERS GUIDELINES. THE PROPOSED COUNTERPOISE SYSTEM SHALL BE CONNECTED WITH THE EXISTING SYSTEM AT ALL CROSSING POINTS
12. CIVIL DATA IS SHOWN ON ELECTRICAL DRAWINGS FOR REFERENCE ONLY. CONTRACTOR REFERRED TO CIVIL DRAWINGS FOR DRAINAGE, PAVING DETAILS, PAVEMENT MARKING PLANS, ETC.
13. THE CONTRACTOR SHALL HAVE A CABLE TRACER AVAILABLE TO LOCATE THE EXISTING CABLES WHEN HAND DIGGING SHALL BE UNDERTAKEN WITHIN TEN (10) FEET OF ANY KNOWN OR SUSPENDED EXISTING UNDERGROUND CABLES AND UTILITIES WHICH WERE NOT TO BE DISTURBED.
14. DEWATERING FOR THE INSTALLATION OF STRUCTURES AND/OR DUCT BANKS IS INCIDENTAL TO THE RESPECTIVE PAY ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR AND OBTAIN ANY AND ALL PERMITS REQUIRED.
15. THE AIRPORT "LOCK/TAG/TRY" PROCEDURE AND NFPA 70E SHALL BE COMPLIED WITH BY THIS CONTRACTOR.
16. PROJECT PAY ITEMS: THE PROJECT PAY ITEMS ARE PROVIDED TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THESE PLANS. ALL WORK TO BE IDENTIFIED WITH A SPECIFIC PAY ITEM IS TO BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT AND IS TO BE SUBSIDIARY TO THE COST OF THE PROJECT PAY ITEMS PROVIDED.
17. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO STARTING WORK
18. THE CONTRACTOR SHALL CONDUCT GROUND RESISTANCE TESTS (MERGGER) ON EACH CIRCUIT AFFECTED BY THIS WORK BEFORE COMMENCING WORK ON THAT CIRCUIT. CONTRACTOR SHALL PREPARE AND FORWARD TO THE ENGINEER A WRITTEN REPORT. BY CIRCUIT. OF THESE RESULTS. THE CONTRACTOR SHALL REPEAT THIS TEST ON EACH AFFECTED CIRCUIT AFTER COMPLETION OF THE WORK. RESULT OF BOTH TESTS SHALL BE PROVIDED TO THE ENGINEER.
19. THE IDENTITY AND ROUTING OF ALL CABLES ON THE PLANS SHALL BE VERIFIED IN THE FIELD. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE RPR AND RECORDED IN THE AS-BUILT DRAWINGS TO PROVIDE AN ACCURATE RECORD OF CONDITIONS. THE CONTRACTOR SHALL COORDINATE INFORMATION SHOWN ON THE PLAN SHEETS WITH EXISTING RECORD INFORMATION AVAILABLE THROUGH THE AIRPORT MAINTENANCE STAFF. THESE PLANS DO NOT SHOW ALL EXISTING CABLES AND CONCEALED UTILITIES WHICH WILL REQUIRE STAKE OUT PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING CIRCUIT ROUTING PRIOR TO COMMENCING WORK.
20. CONTRACTOR SHALL COORDINATE ALL WORK WITH SAFETY, SECURITY AND PHASING PLANS.
21. THE CONTRACTOR SHALL COMPLETELY SURVEY AND STAKE OUT EACH AREAS' LIGHTING LAYOUT PRIOR TO STARTING ANY INSTALLATION. SHOULD ANY IRREGULARITIES OCCUR IN THE LIGHTING LAYOUT, THE RPR SHALL BE NOTIFIED IMMEDIATELY. THE BID ITEM PRICE SHALL INCLUDE THE NECESSARY LAYOUT FOR EACH FIXTURE AND THE COST FOR ANY ADDITIONAL ADJUSTMENT OF THE LOCATION OF THE FIXTURES. DUE TO THE EXISTING GEOMETRIC CONDITIONS, THE NEW LIGHTING INSTALLATION SHALL BE COORDINATED WITH AND BLENDED INTO THE EXISTING INSTALLATION AS REQUIRED.
22. THE CONTRACTOR SHALL THOROUGHLY INSPECT ALL AIRFIELD LIGHTING, SIGNS AND MATERIALS UPON ARRIVAL AT THE PROJECT SITE FOR ANY DAMAGE THAT OCCURRED DURING SHIPPING OR FOR MATERIAL DEFECTS. NO DAMAGED MATERIALS SHALL BE INSTALLED.



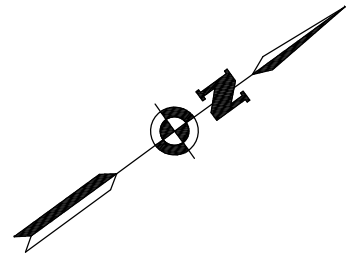
LEGEND:

- EXISTING TAXIWAY LIGHT TO REMAIN
- EXISTING RUNWAY LIGHT TO REMAIN
- PROPOSED C-861 LED ELEVATED MEDIUM INTENSITY RUNWAY THRESHOLD LIGHT MOUNTED ON NEW L-867 BASE CAN
- PROPOSED L-861 LED, ELEVATED, MEDIUM INTENSITY RUNWAY EDGE LIGHT MOUNTED ON EXISTING L-867 BASE
- PROPOSED L-850C LED, FLUSH MOUNTED LIGHT ON EXISTING L-868 BASE CAN
- EXISTING ELECTRICAL JUNCTION CAN TO REMAIN
- EXISTING 12" 3-WAY, L-868 JUNCTION CAN (4" MIN. CONC. ENCASED)
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN EXISTING 2" SCH. 40 PVC CONDUIT
- PROPOSED 1/C #8KV CABLE IN PROPOSED 2" SCH. 40 PVC CONDUIT
- PROPOSED #6 BARE COPPER COUNTERPOISE
- (2)-#8 CABLES IN EXISTING CONDUIT



PASSERO ASSOCIATES

Engineering Architecture
www.passero.com



50' 0 50'

BID SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wentte, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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HOMERUN PLAN AND NOTES

RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
L-705

Date
APRIL 2020



PASSERO ASSOCIATES

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BID SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

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4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

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ELECTRICAL GENERAL
NOTES

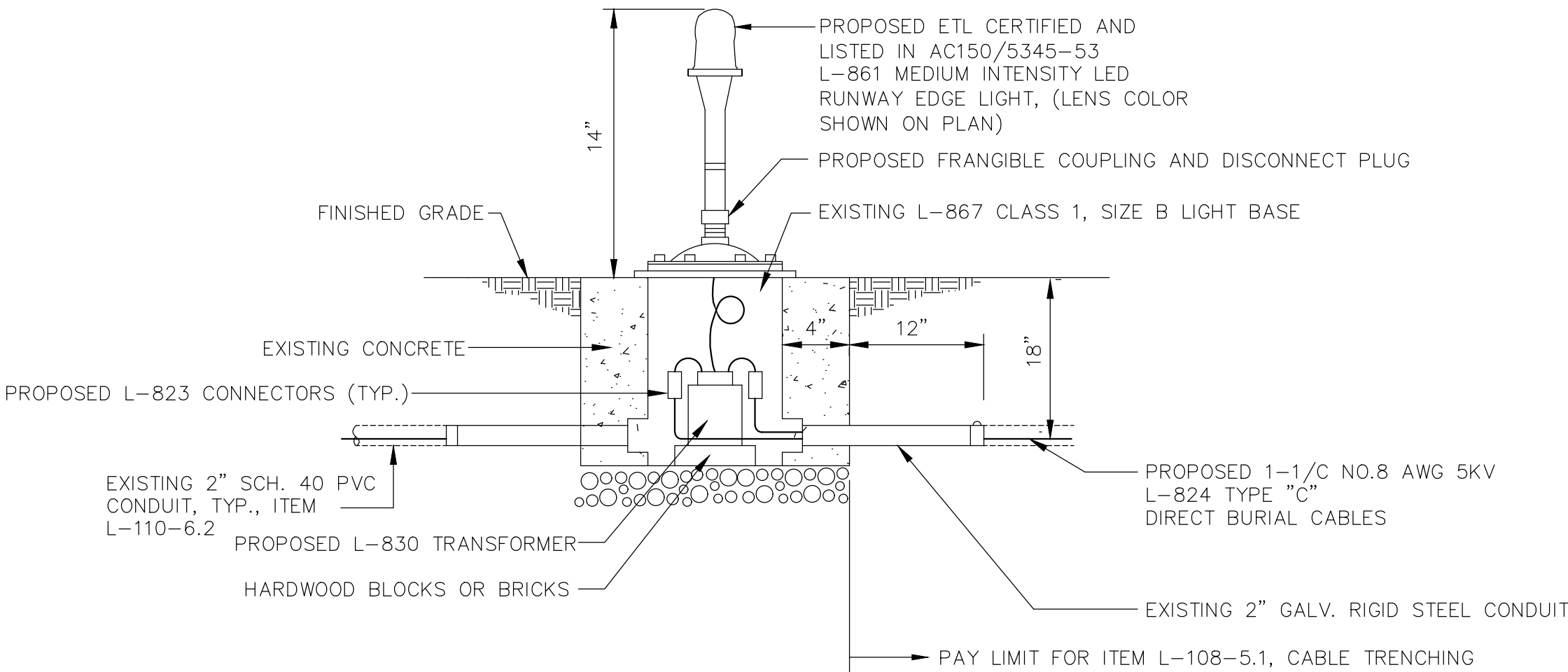
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

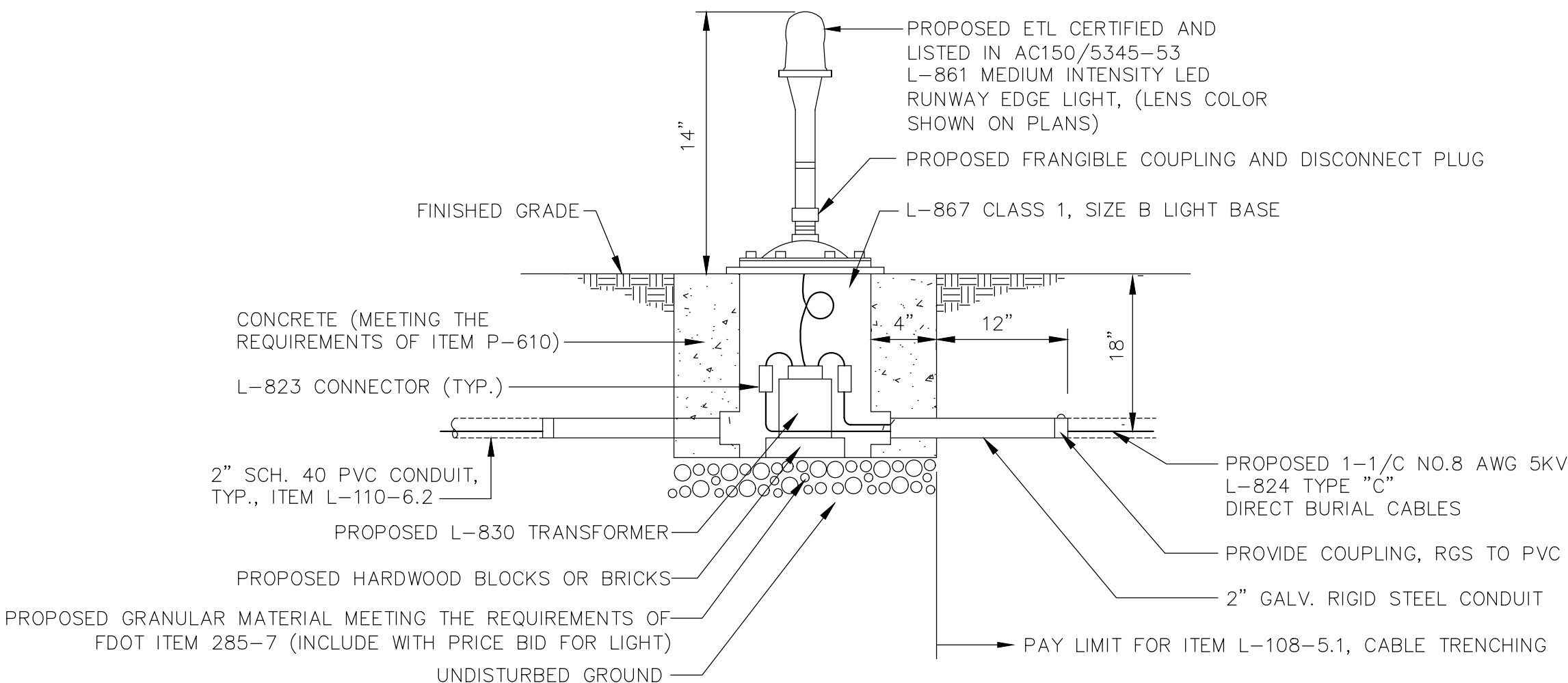
Drawing No.
L-750

Date
APRIL 2020



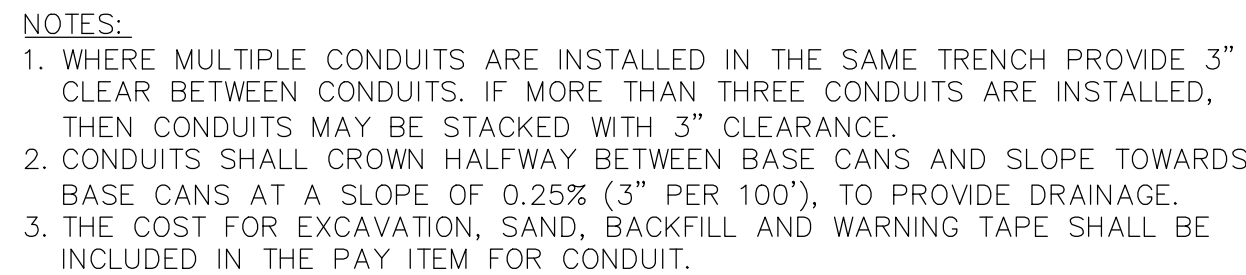
PROPOSED NEW L-861 RUNWAY OR
THRESHOLD LIGHT ON EXISTING
L-867B BASE CAN DETAIL

N.T.S.



PROPOSED NEW L-861 RUNWAY OR
THRESHOLD LIGHT ON L 867B BASE
CAN DETAIL

N.T.S.



NOTE:

AN IDENTIFYING NUMBER TAG SHALL BE PLACED ON EACH PROPOSED ELEVATED LIGHT UNIT. THE TAG SHALL BE A 2" DIA. MIN. (SIZE AS REQUIRED TO FIT INSCRIPTION) X 1/16" THICK DISK OF NON-CORROSIVE COPPER BASED METAL WITH NUMBERS PERMANENTLY STAMPED OR ETCHED. TAGS SHALL BE SECURELY ATTACHED TO THE LIGHT UNIT BY NON-CORROSIVE COPPER BASED METAL SET SCREW OR BAND.

PROJECT SPECIFIC NOTES:

1. WHERE FLUSH MOUNT EDGE LIGHTS ARE INSTALLED IN EXISTING PAVEMENT AREAS, AN OVERSIZED HOLE (36" DIAMETER TYPICALLY) SHALL BE CORED INTO THE EXISTING PAVEMENT TO ACCOMMODATE THE INSTALLATION. AFTER LIGHT BASE INSTALLATION, THE ENTIRE EXCAVATION SHALL BE BACKFILLED WITH HIGH STRENGTH CONCRETE, TO FLUSH WITH FINISHED GRADE. ALTERNATE EXCAVATION METHODS SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

N.T.S.

1. LETTERS SHALL BE APPROXIMATELY 4" HIGH x 3" WIDE x 1/4" DEEP WITH 1/2" STROKE WIDTH.

2. CONTRACTOR SHALL INDICATE THE SIZE AND NUMBER OF DUCTS ON DUCT BANK MARKER AND THE CIRCUIT ID ON CABLE MARKERS.

3. INSTALL CABLE MARKERS AT 200' SPACING FOR ALL RUNS OVER 200' IN LENGTH AND AT LOCATIONS WHERE CABLE RUNS CHANGE DIRECTIONS.

4. THE COST OF DUCT MARKERS SHALL BE INCLUDED IN THE COST ASSOCIATED WITH OTHER WORK ITEMS. NO DIRECT PAYMENT WILL BE MADE FOR THIS WORK.

JUNCTION CAN.

6. EXISTING DIRECT BURIAL WIRES BROKEN BY THE CONTRACTOR SHALL BE SPLICED USING A SCOTCH RESIN CAST SPLICE KIT APPROPRIATE FOR THE CONDUCTOR RATING. MARK SPLICES WITH MARKER. NO SEPERATE PAYMENT SHALL BE MADE FOR THIS WORK. INCLUDE COST IN PRICES BID.



PLAN

PLAN

SECTION

N.T.S.

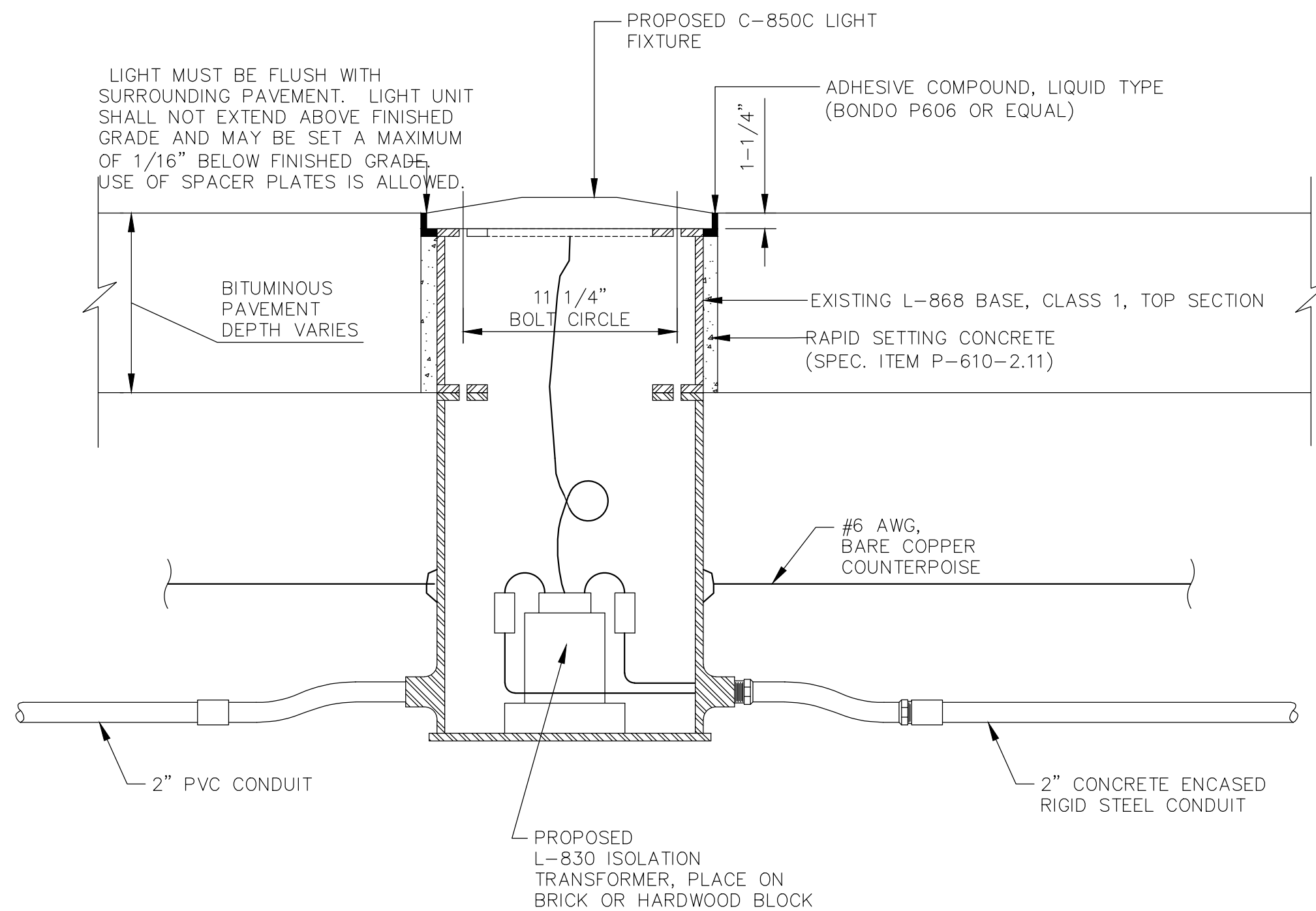


AN IDENTIFYING NUMBER TAG SHALL BE PLACED ON EACH PROPOSED ELEVATED LIGHT UNIT. THE TAG SHALL BE A 2" DIA. MIN. (SIZE AS REQUIRED TO FIT INSCRIPTION) X 1/16" THICK DISK OF NON-CORROSIVE COPPER BASED METAL WITH NUMBERS PERMANENTLY STAMPED OR ETCHED. TAGS SHALL BE SECURELY ATTACHED TO THE LIGHT UNIT BY NON-CORROSIVE COPPER BASED METAL SET SCREW OR BAND.

PROJECT SPECIFIC NOTES:

1. WHERE FLUSH MOUNT EDGE LIGHTS ARE INSTALLED IN EXISTING PAVEMENT AREAS, AN OVERSIZED HOLE (36" DIAMETER TYPICALLY) SHALL BE CORED INTO THE EXISTING PAVEMENT TO ACCOMMODATE THE INSTALLATION. AFTER LIGHT BASE INSTALLATION, THE ENTIRE EXCAVATION SHALL BE BACKFILLED WITH HIGH STRENGTH CONCRETE, TO FLUSH WITH FINISHED GRADE. ALTERNATE EXCAVATION METHODS SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

N.T.S.



PA

PASSERO ASSOCIATES

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BID SET

Stamp:



Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
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St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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LIGHTING DETAILS

RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No. 99000047.0089

Drawing No. L-751

Date **APRIL 2020**

E-4A, ELECTRICAL PANEL DETAIL

CIRCUIT	SYMBOL	DESCRIPTION	VOLTAGE	PHASE	BREAKER/POLE	KW	WIRE
1,2	E-4B	PANEL FEEDER	240	1	400/2	90.5	TWO (3-3/0, #4 GRND)
3,4	E-6E	15 KW TAXIWAY B & E CCR	240	1	100/2	15.0	3-#3 WITH #8 GRND
5,6	E-6I	7.5 KW PAPI 13/31 CCR	240	1	50/2	7.5	3-#8 WITH #10 GRND
7,8	M-8B	34,100 BTU/HR HP, OUTSIDE UNIT	240	1	30/2	4.2	2-#10 WITH #10 GRND
9,10	M-8A	34,100 BTU/HR HP, INSIDE UNIT	240	1	20/2	1.6	2-#12 WITH #12 GRND
11		SURGE ARRESTOR	240	1	20/2	1.5	2-#12 WITH #12 GRND
12		LIGHTING	120	1	20/1	1.5	2-#12 WITH #12 GRND
13		RECEPTACLES	120	1	20/1	1.5	2-#12 WITH #12 GRND
14-30		SPACE					

123.3 KW / 240 VOLTS = 514 AMPS

E-4B, EXISTING ELECTRICAL PANEL DETAIL

CIRCUIT	SYMBOL	DESCRIPTION	VOLTAGE	PHASE	BREAKER/POLE	KW	WIRE
1,2	E-4C	EXISTING PANEL FEEDER	240	1	200/2	28.0	3-3/0 WITH #4 GRND
3,4	E-6A	REPLACE EXISTING 15 KW RUNWAY 4/22 CCR WITH NEW 7.5KW CCR	240	1	50/2	7.5	3-#3 WITH #8 GRND
5,6		EXISTING AWOS	240	1	80/2	10.0	3-#4 WITH #8 GRND
7,8	E-6B	EXISTING 10 KW RUNWAY 8/26 CCR	240	1	70/2	10.0	3-#4 WITH #8 GRND
9,10	E-6C	EXISTING 10 KW TAXIWAY C CCR	240	1	70/2	10.0	3-#4 WITH #8 GRND
11,12	E-6D	EXISTING 10 KW TAXIWAY D CCR	240	1	60/2	10.0	3-#4 WITH #8 GRND
13,14	E-6F	EXISTING 7.5 KW TAXIWAY A CCR	240	1	50/2	7.5	3-#8 WITH #10 GRND
15-42		SPACE					

90.5 KW / 240 VOLTS = 377 AMPS

E-4C, EXISTING ELECTRICAL PANEL DETAIL

CIRCUIT	SYMBOL	DESCRIPTION	VOLTAGE	PHASE	BREAKER/POLE	KW	WIRE
1,2	E-6E	REMOVE EXISTING 7.5 KW TAXIWAY B CCR	240	1	50/2		3-#8 WITH #10 GRND
3,4	E-6G	EXISTING 7.5 KW PAPI 4/22 CCR	240	1	50/2	7.5	3-#8 WITH #10 GRND
5,6	E-6H	EXISTING 7.5 KW RUNWAY 13/31 CCR	240	1	50/2	7.5	3-#8 WITH #10 GRND
9,10	E-6J	EXISTING 4 KW PAPI 8/26 CCR	240	1	40/2	4.0	3-#8 WITH #10 GRND
11	E-7A	EXISTING FAA RECEIVER	120	1	20/1	1.5	2-#12 WITH #12 GRND
12	E-7B	EXISTING RELAY CABINETS	120	1	20/1	1.5	2-#12 WITH #12 GRND
13		EXISTING BEACON	120	1	20/1	1.5	2-#12 WITH #12 GRND
14		EXISTING EXHAUST FANS	120	1	20/1	1.5	2-#12 WITH #12 GRND
15		EXISTING LIGHTING	120	1	20/1	1.5	2-#12 WITH #12 GRND
16		EXISTING RECEPTACLES	120	1	20/1	1.5	2-#12 WITH #12 GRND
17-42		SPACE					

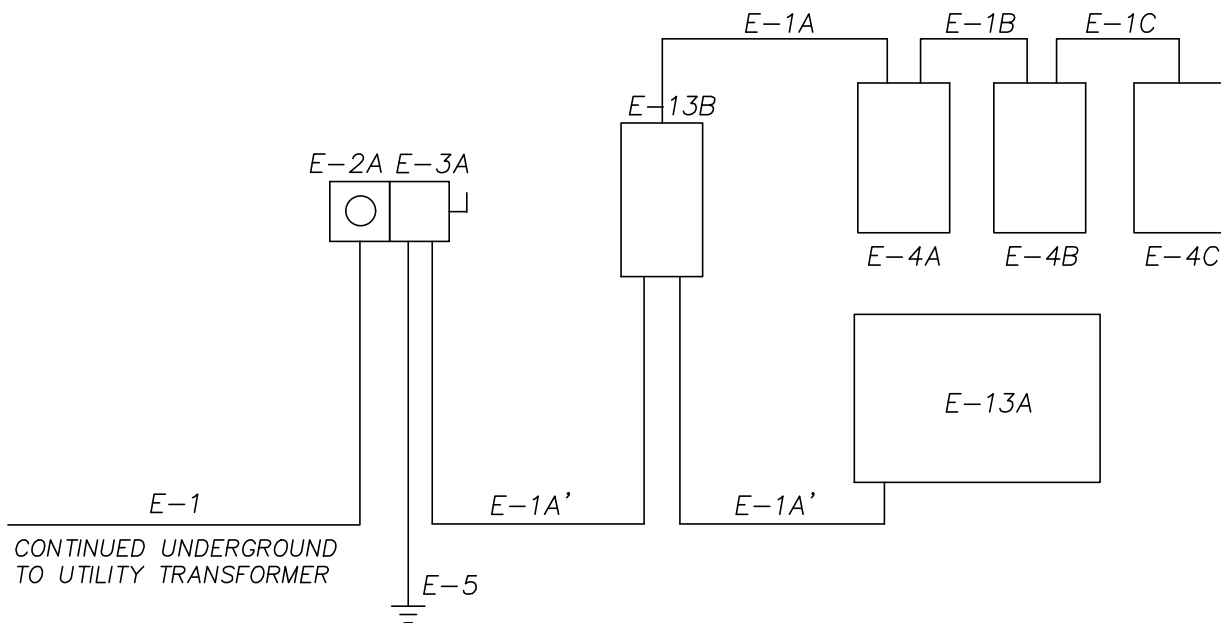
28.0 KW / 240 VOLTS = 117 AMPS

ELECTRICAL SCHEDULE

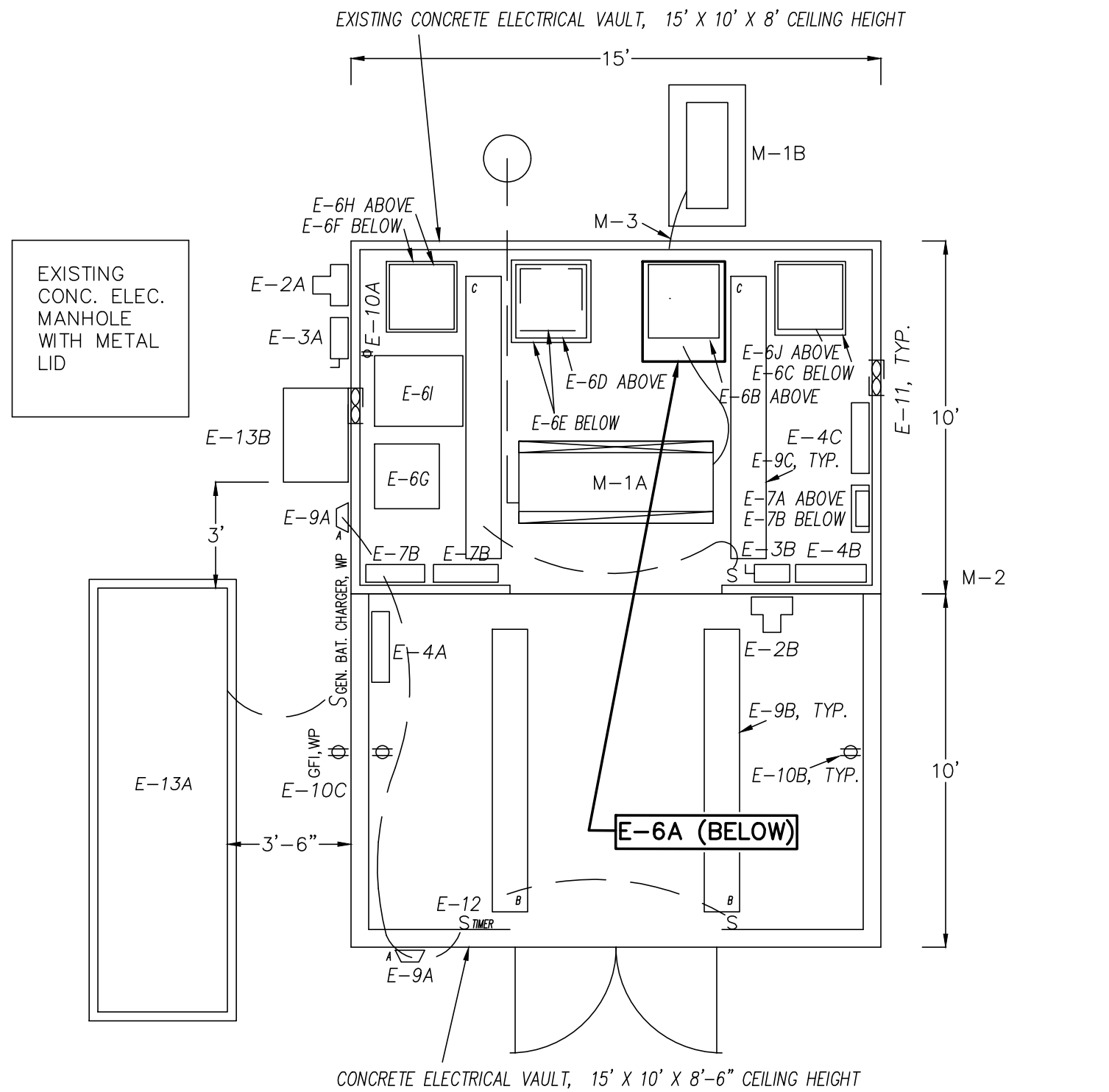
E-1 EXISTING 600A-240/120V-1 PHASE VAULT SERVICE, TWO (3-350 MCM, 3" SCH 40 PVC CONDUITS), 18" UNDERGROUND, MARKED WITH TAPE
E-1A' EXISTING 600A-240/120V-1 PHASE PANEL FEEDER, TWO (3-350 MCM, #2 GROUND, 3" SCH 40 PVC CONDUIT), 24" UNDERGROUND MARKED WITH TAPE
E-1A EXISTING 600A-240/120V-1 PHASE PANEL FEEDER, TWO (3-350 MCM, #2 GROUND, 3" RIGID CONDUIT)
E-1B EXISTING 400A-240/120V-1 PHASE PANEL FEEDER, TWO (3-3/0, #4 GROUND, 2" RIGID CONDUIT)
E-1C EXISTING EXISTING 200A-240/120V-1 PHASE PANEL FEEDER, 3-3/0, #4 GROUND, 2" RIGID CONDUIT
E-1D EXISTING 100A-240/120V-1 PHASE RUNWAY 4/22 CCR FEEDER, 3-#3, #8 GROUND, 1 1/4" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-1E EXISTING 70A-240/120V-1 PHASE RUNWAY 8/26 CCR FEEDER, 3-#4, #8 GROUND, 1" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-1F EXISTING 70A-240/120V-1 PHASE TAXIWAY C CCR FEEDER, 3-#4, #8 GROUND, 1" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-1G EXISTING 100A-240/120V-1 PHASE TAXIWAYS B & E CCR FEEDER, 3-#3, #8 GROUND, 1 1/4" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-1H EXISTING 60A-240/120V-1 PHASE TAXIWAY D CCR FEEDER, 3-#4, #8 GROUND, 1" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-1I EXISTING 50A-240/120V-1 PHASE TAXIWAY A CCR FEEDER, 3-#8, #10 GROUND, 3/4" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-1J EXISTING 50A-240/120V-1 PHASE PAPI 4/22 CCR FEEDER, 3-#8, #10 GROUND, 3/4" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-1K EXISTING 50A-240/120V-1 PHASE RUNWAY 13/31 CCR FEEDER, 3-#8, #10 GROUND, 3/4" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-1L EXISTING 50A-240/120V-1 PHASE PAPI 13/31 CCR FEEDER, 3-#8, #10 GROUND, 3/4" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-1M EXISTING 40A-240/120V-1 PHASE PAPI 8/26 CCR FEEDER, 3-#8, #10 GROUND, 3/4" RIGID CONDUIT, CABLE TRAY, SEAL TIGHT WHIP CONNECTION TO CCR
E-2A EXISTING 600A-240/120V-SINGLE PHASE VAULT SERVICE METER, KW-HR, SELF CONTAINED, SOCKET, BYPASS, SEALED ENCLOSURE
E-3A EXISTING 600A-240/120V-1 PHASE FUSED DISCONNECT, NEMA 4X 304 STAINLESS STEEL ENCLOSURE
E-4A EXISTING 600A-240/120V-1 PHASE MAIN ELECTRICAL PANEL, THREE WIRE, 30 CIRCUIT, 600A MAIN LUGS, PLUG IN BREAKERS, SURGE ARRESTOR, SURFACE MOUNTED, NEMA 1 ENCLOSURE
E-4B EXISTING 400A-240/120V-1 PHASE ELECTRICAL PANEL, THREE WIRE, 42 CIRCUIT, MAIN LUGS, PLUG IN BREAKERS, SURFACE MOUNTED
E-4C EXISTING 200A-240/120V-1 PHASE ELECTRICAL PANEL, THREE WIRE, 42 CIRCUIT, MAIN LUGS, PLUG IN BREAKERS, SURFACE MOUNTED
E-5 EXISTING BUILDING GROUND, 1/0 BOND TO TWO 5/8" DIAMETER X 8' LONG COPPER CLAD STEEL RODS IN SOIL, 1/0 BOND TO EXISTING BUILDING GROUND
E-6A REPLACE EXISTING 15 KW-6.6A-3 STAGE FAA L-828 CONSTANT CURRENT REGULATOR WITH NEW 7.5 KW-6.6A-3 STAGE FAA L-828 CONSTANT CURRENT REGULATOR FOR RUNWAY 4/22 MRLs, SIGNs
E-6B EXISTING 10 KW-6.6A-5 STAGE FAA L-828 CONSTANT CURRENT REGULATOR FOR RUNWAY 8/26 MRLs, SIGNs
E-6C EXISTING 10 KW-6.6A-3 STAGE FAA L-828 CONSTANT CURRENT REGULATOR FOR TAXIWAY C MITLs, SIGNs
E-6D EXISTING 10 KW-6.6A-3 STAGE FAA L-828 CONSTANT CURRENT REGULATOR FOR TAXIWAY D MITLs, SIGNs
E-6E EXISTING 7.5 KW-6.6A-3 STAGE FAA L-828 CONSTANT CURRENT REGULATOR FOR TAXIWAY A MITLs, SIGNs
E-6G EXISTING 7.5 KW-6.6A-3 STAGE FAA L-828 CONSTANT CURRENT REGULATOR FOR RUNWAY 4/22 PAPIs
E-6H EXISTING 7.5 KW-6.6A-3 STAGE FAA L-828 CONSTANT CURRENT REGULATOR FOR RUNWAY 13/31 MRLs, SIGNs
E-6J EXISTING 4 KW-6.6A-5 STAGE FAA L-828 CONSTANT CURRENT REGULATOR FOR PAPIs 8/26
E-7A EXISTING FAA L-854 RADIO CONTROLLER, MANUAL-OFF-AUTO, 15 MINUTE TIME OUT, 3-5-7 MICROPHONE CLICKS AUTO ON (1) (2) (3)
E-7B EXISTING FAA L-821 CONTROL CABINET, LIGHTING CONTROL RELAYS
E-8A EXISTING TWO #8 FAA L-824 C 5KV AIRPORT CABLES, 2" SCH 40 PVC CONDUIT, 18" UNDERGROUND, #6 BARE STRANDED COUNTERPOISE
E-8B EXISTING TWO #8 FAA L-824 C 5KV AIRPORT CABLES, 2" SCH 40 PVC CONDUIT, 18" UNDERGROUND, #6 BARE STRANDED COUNTERPOISE
E-8C PROPOSED TWO #8 FAA L-824 C 5KV AIRPORT CABLES, 2" SCH 40 PVC CONDUIT, 18" UNDERGROUND, #6 BARE STRANDED COUNTERPOISE
E-9A EXISTING 100W METAL HALIDE, 120V, PULSE START, FULL CUT OFF, EXTERIOR WALL PACK, WALL MOUNTED AT 7'-6" TO CENTER AFF. $\square$ A
E-9B EXISTING 12" X 96" CEILING SURFACE MOUNT, FOUR 32W FLUORESCENT BULBS, HIGH EFFICIENCY T8 ELECTRONIC BALLAST, RAPID START, 3500K, BATTERY BACK-UP, INDUSTRIAL VAPOR PROOF LENS $\square$ B
E-9C EXISTING 12" X 96" CEILING SURFACE MOUNT, FOUR 32W FLUORESCENT BULBS, HIGH EFFICIENCY T8 ELECTRONIC BALLAST, RAPID START, 3500K, INDUSTRIAL WRAP AROUND LENS, RELOCATED FOR A/C $\square$ C
E-10A EXISTING 20A DUPLEX RECEPTACLE $\emptyset$
E-10B EXISTING 20A DUPLEX RECEPTACLE $\emptyset$
E-10C EXISTING 20A DUPLEX RECEPTACLE, GFI, WATER PROOF ENCLOSURE $\emptyset$ GFI, WP
E-12 EXISTING 20A SINGLE POLE TIMER SWITCH, 0-24 HOUR $\square$ METER
E-13A EXISTING 150 KW / 188 KVA, 600A-240/120V-1 PHASE STANDBY ELECTRICAL POWER GENERATOR, 24 HR FULL LOAD DUAL WALLED SUBBASE DIESEL FUEL TANK, 15A-120V BATTERY CHARGER, WEATHER PROTECTIVE ALUMINUM HOUSING, MUFFLER, 600A CIRCUIT BREAKER, TIER 3 EMISSIONS COMPLIANT, 10" THICK REINFORCED CONCRETE PAD, 3" REVEAL, CUMMINS POWER MODEL DSGAC OR EQUAL
E-13B EXISTING 600A-240/120V-1 PHASE AUTOMATIC TRANSFER SWITCH, THREE POLE, OPEN TRANSITION, NEMA 4X 304 STAINLESS STEEL ENCLOSURE, CUMMINS POWER MODEL OTEC-SE OR EQUAL

NOTES:

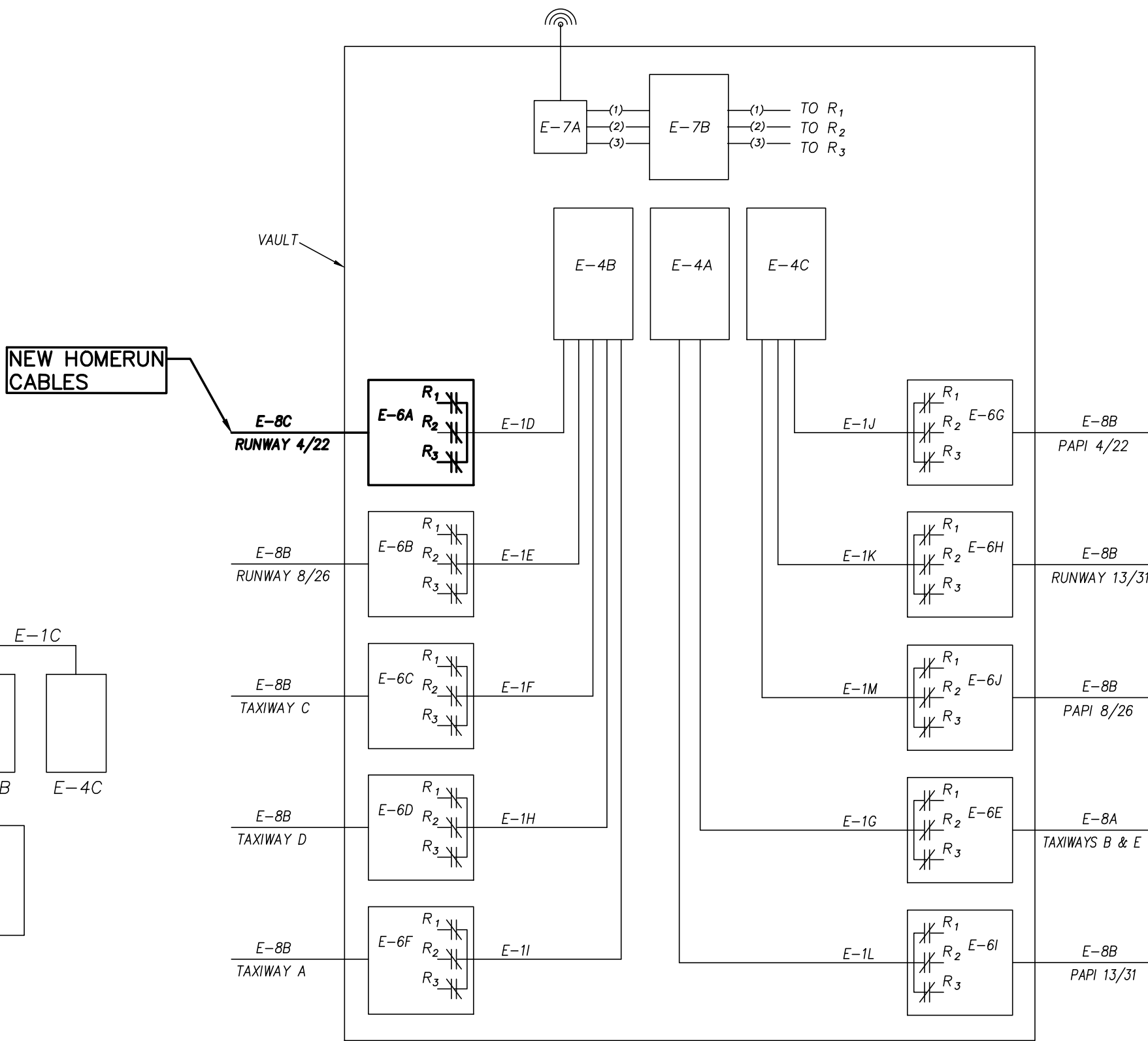
CONDUCTORS COPPER
EQUIPMENT RATED 42,000 AMP FAULT CURRENT
VERIFY RESISTANCE TO GROUND AT LESS THAN 25 OHMS
TEST AND BALANCE CURRENT PER PHASE
INSTALL PULL BOXES AS REQUIRED
GROUND COUNTERPOISE WITH 5/8" DIAMETER X 8' LONG COPPER CLAD STEEL GROUND RODS AT 500' O.C.
GROUND LIGHT/SIGN CANS SEPARATELY FROM COUNTERPOISE WITH 5/8" DIAMETER X 8' LONG COPPER CLAD STEEL GROUND RODS AT EACH CAN



ELECTRICAL VAULT SERVICE
RISER DIAGRAM
NOT TO SCALE



ELECTRICAL VAULT PLAN
SCALE: 1/4" = 1'-0"



LIGHTING CONTROL RISER DIAGRAM
NOT TO SCALE



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Tenant / Client:

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St. Augustine, FL 32095

Project Manager: Bradley J. Wentz, P.E.
Designed By: Bruce Bradley, EI

Revisions

No.	Date	By	Description

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ELECTRICAL VAULT
LAYOUT

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.

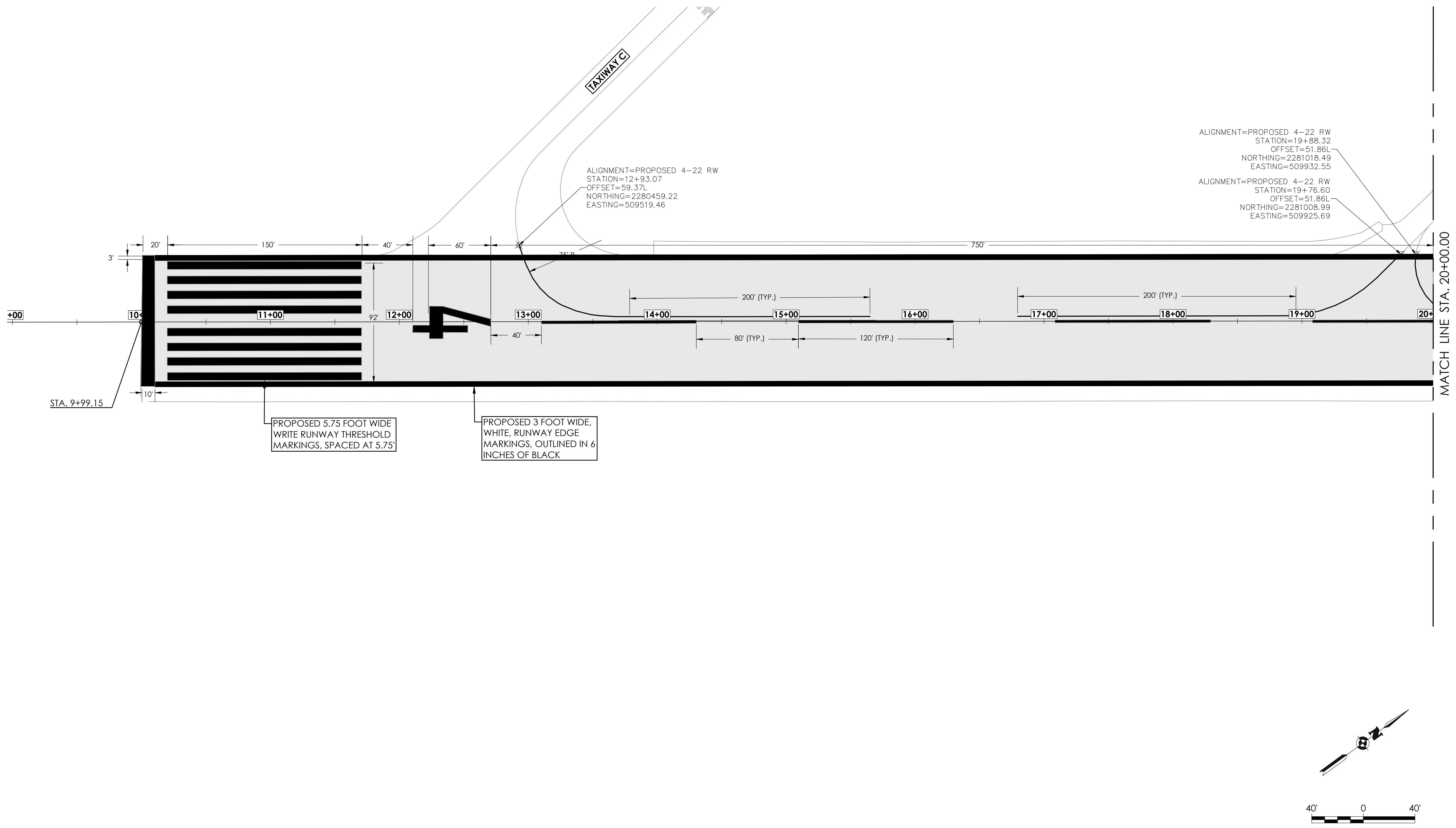
99000047.0089

Drawing No.

L-800

Date

APRIL 2020



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Designed By: Bruce Bradley, EI

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PAVEMENT
MARKING PLAN

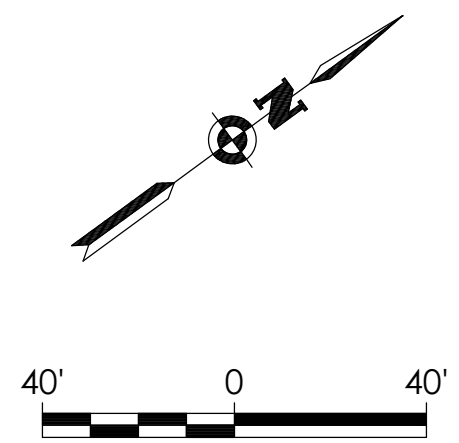
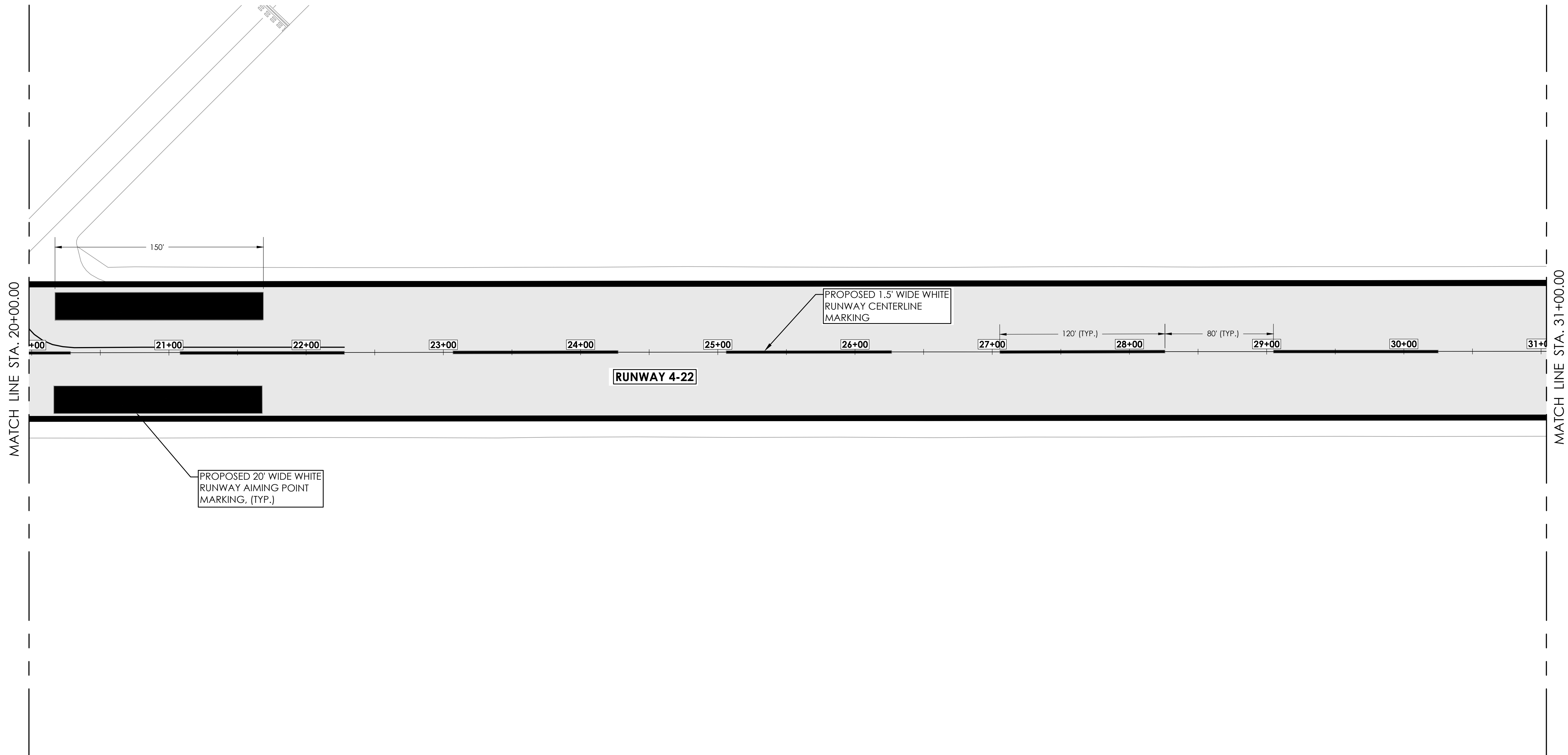
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-900

Date
APRIL 2020



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Revisions			
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PAVEMENT

MARKING PLAN

RUNWAY 4-22

REHABILITATION

Town/City: Fernandina Beach

County: Nassau

State: Florida

Project No.

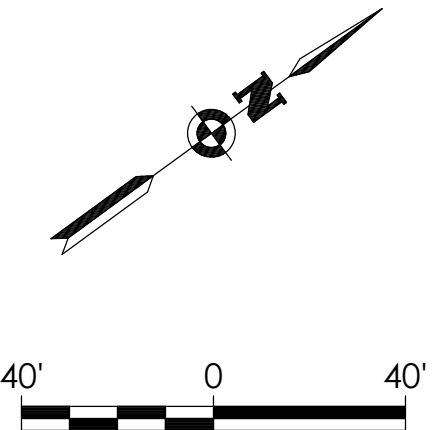
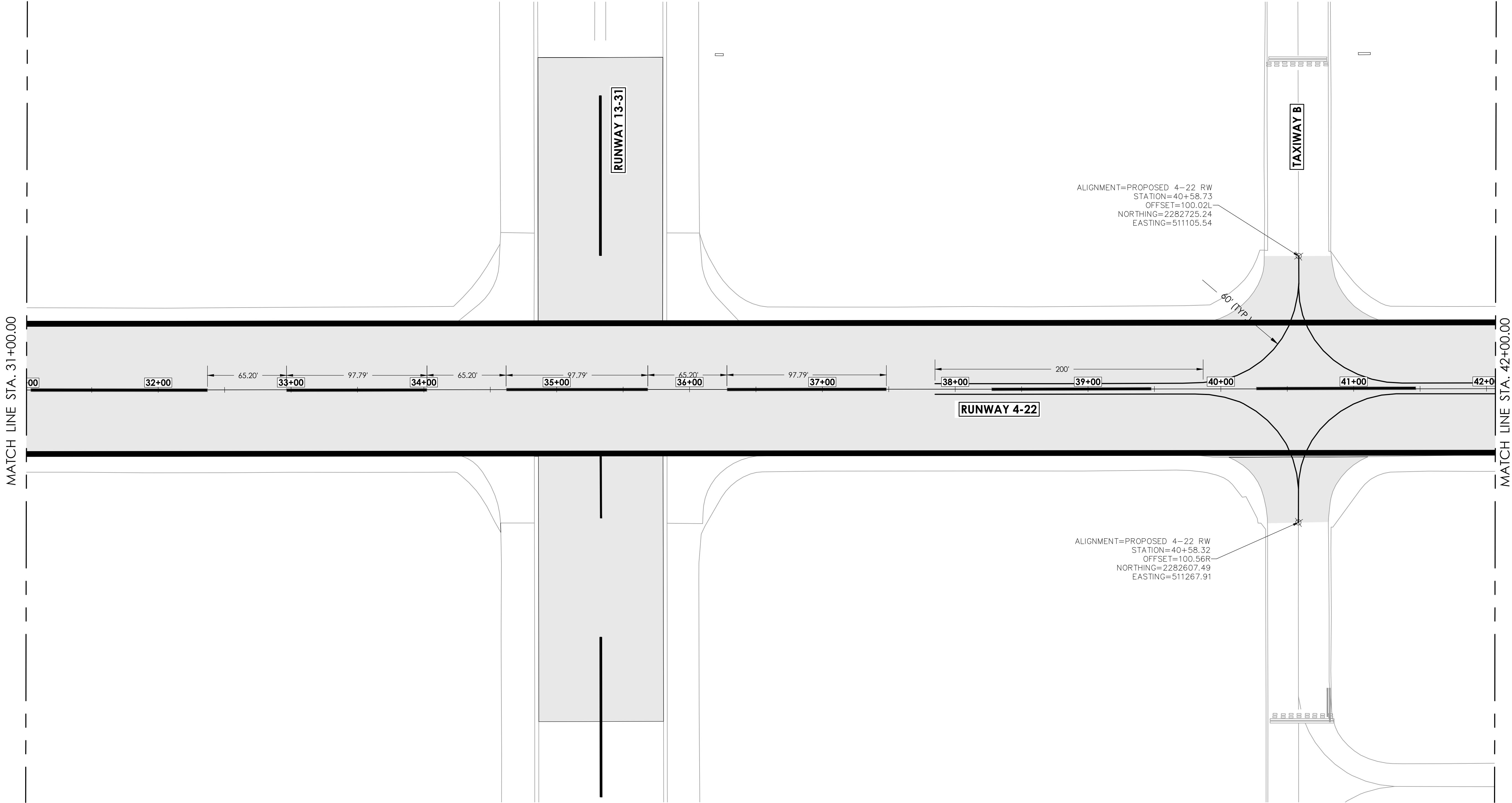
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Drawing No.

L-901

Date

APRIL 2020

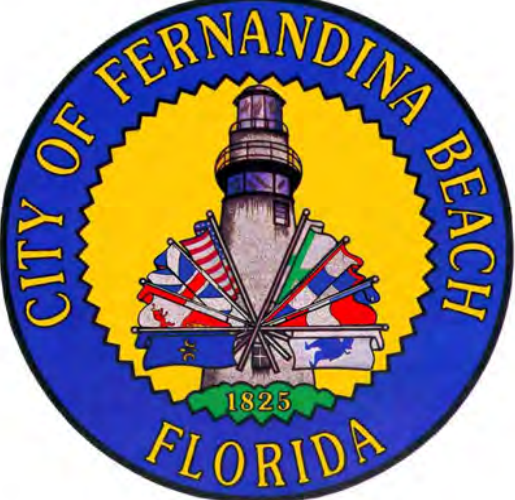


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PAVEMENT
MARKING PLAN

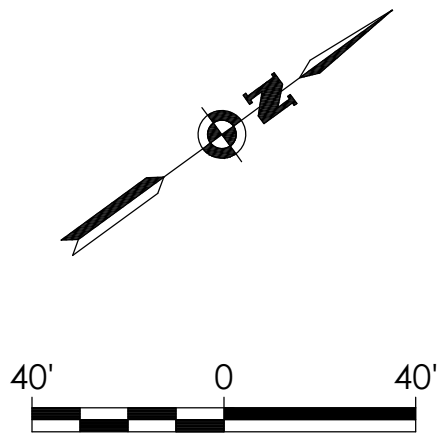
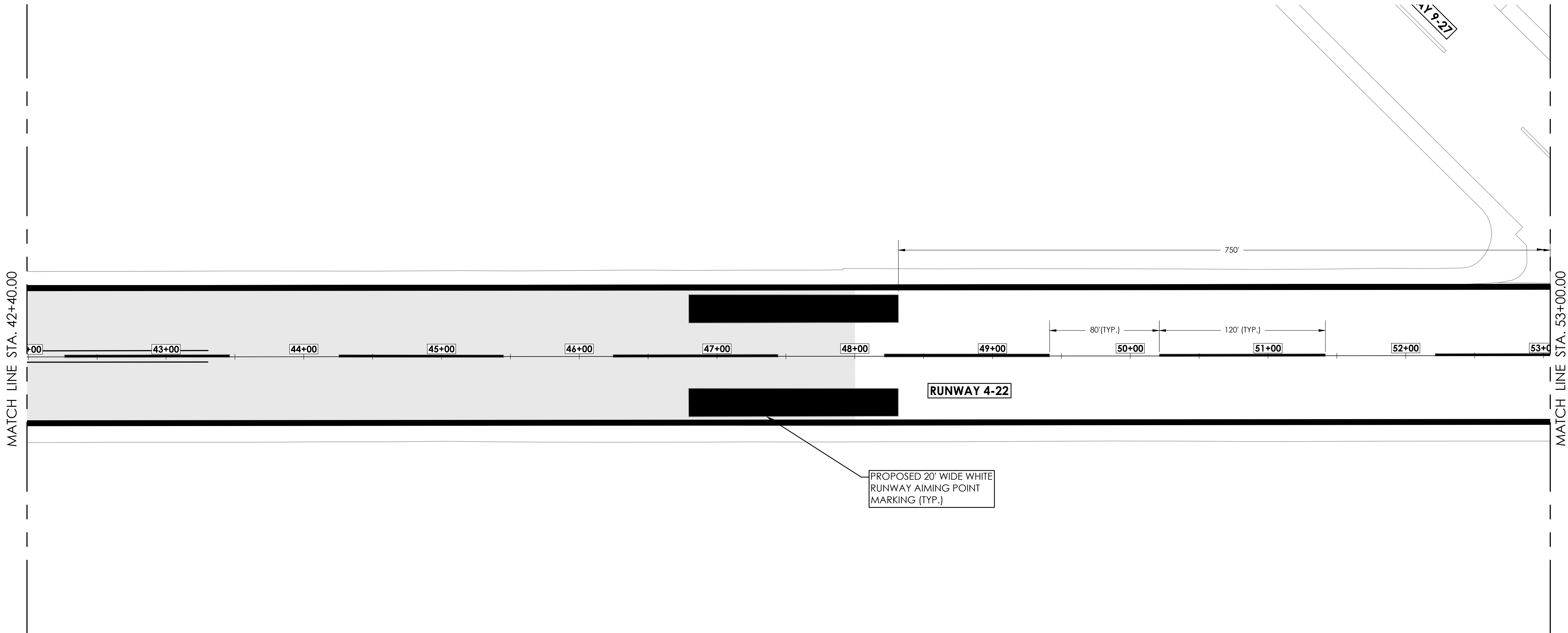
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-902

Date
APRIL 2020



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PAVEMENT
MARKING PLAN

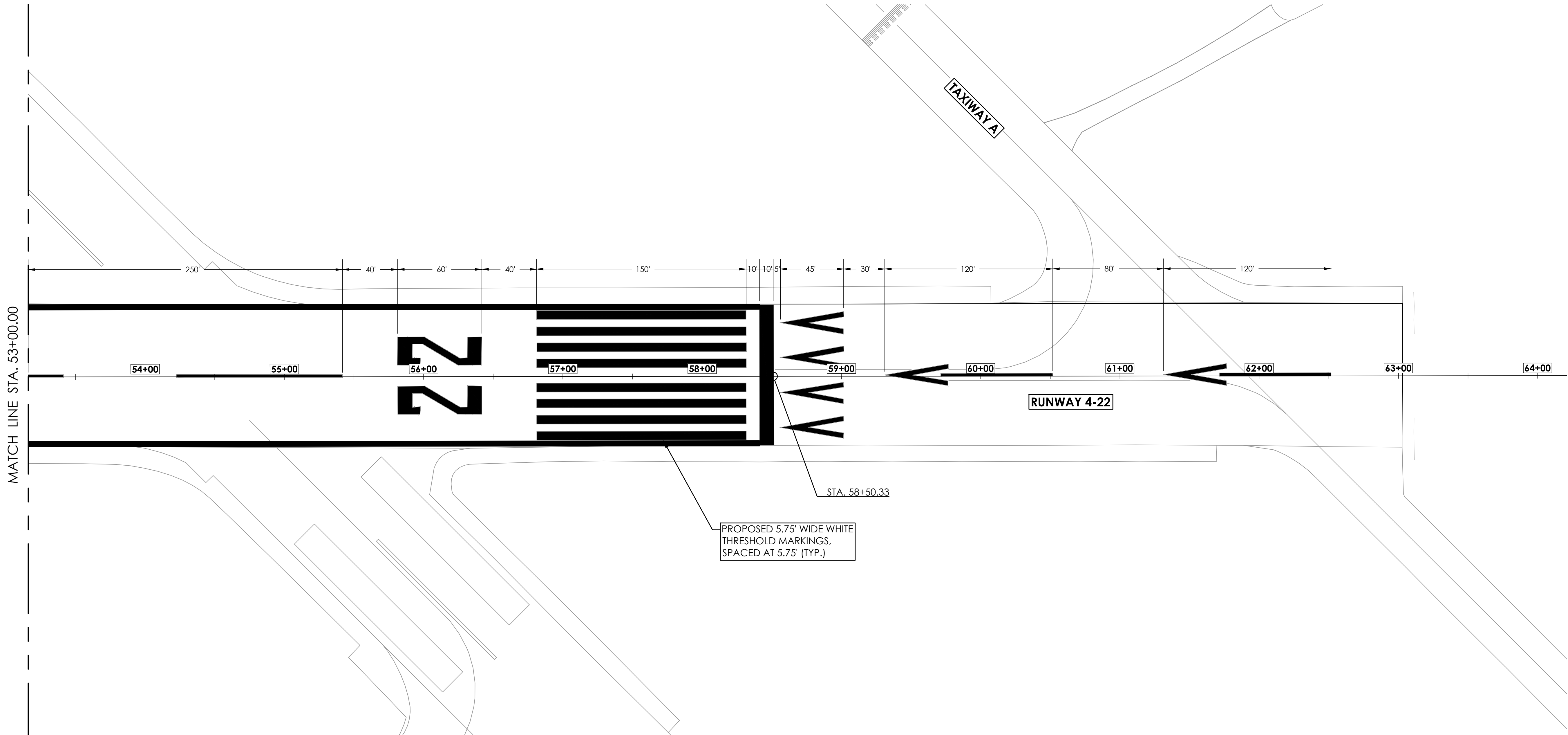
RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-903

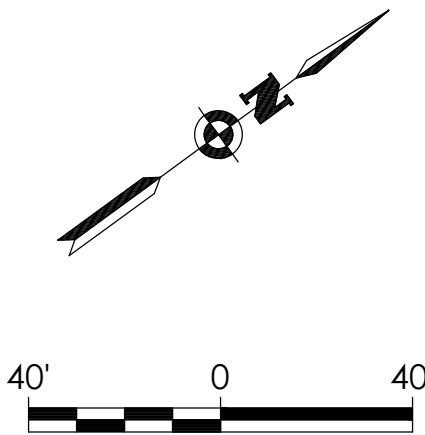
Date
APRIL 2020



MATCH LINE STA. 53+00.00

PROPOSED 5.75' WIDE WHITE THRESHOLD MARKINGS, SPACED AT 5.75' (TYP.)

STA. 58+50.33



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PAVEMENT MARKING PLAN

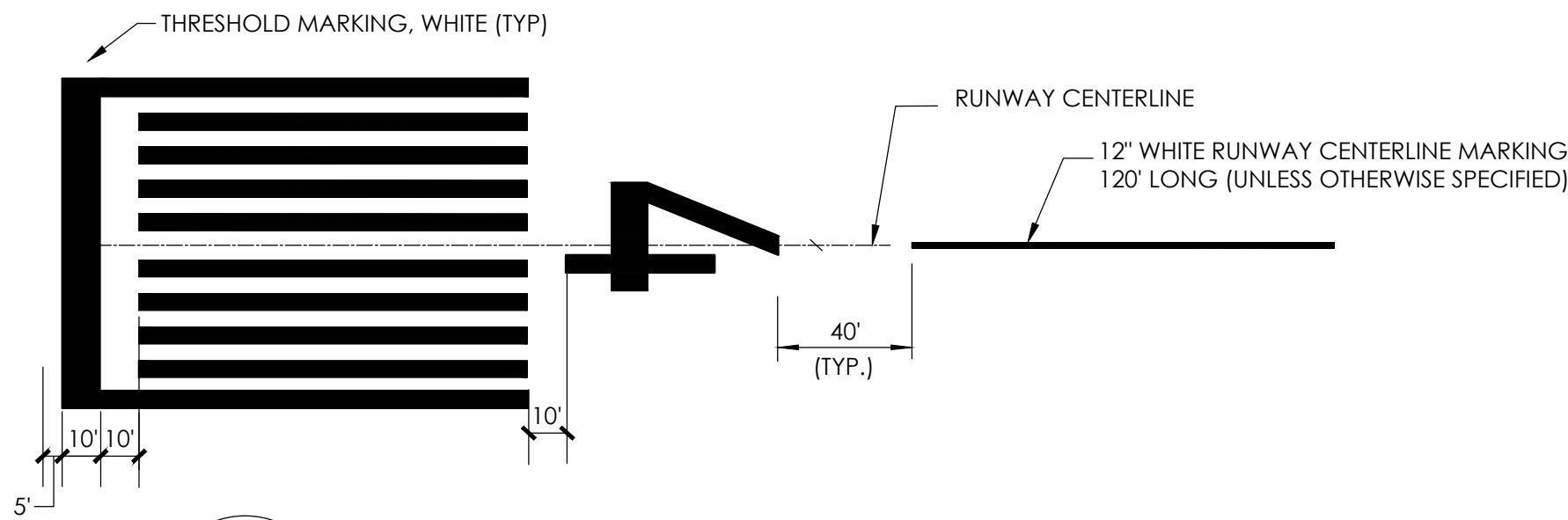
RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

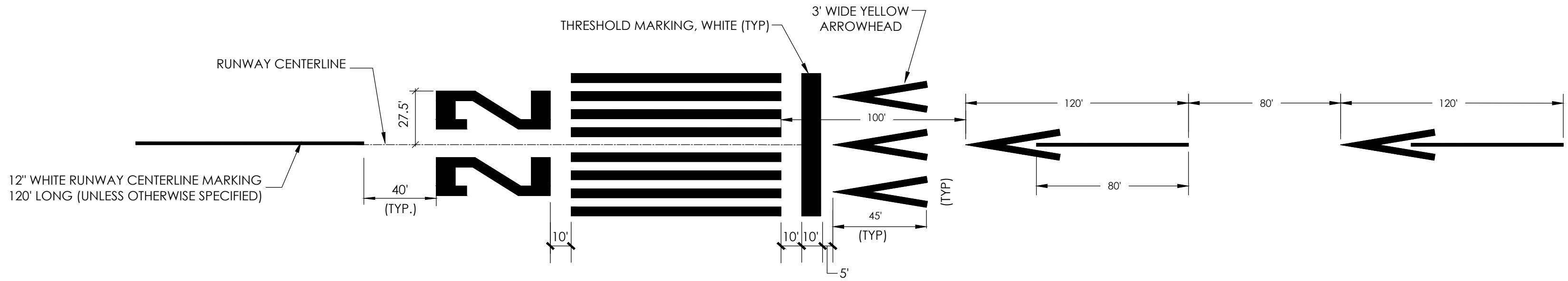
Project No.
99000047.0089

Drawing No.
C-904

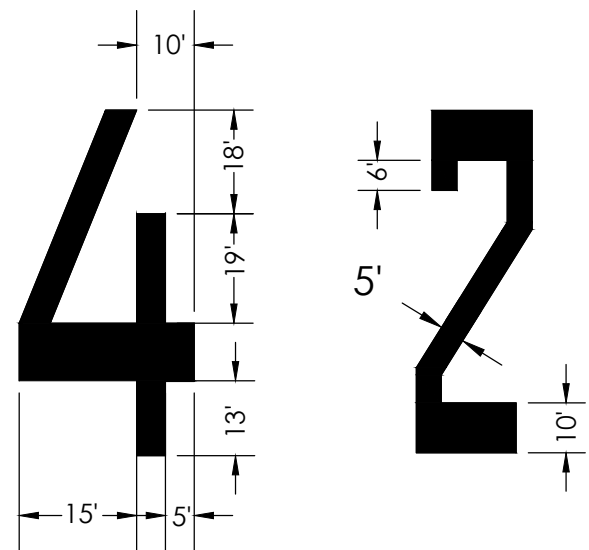
Date
APRIL 2020



1
C-950
RUNWAY 4 END THRESHOLD MARKINGS
N.T.S.

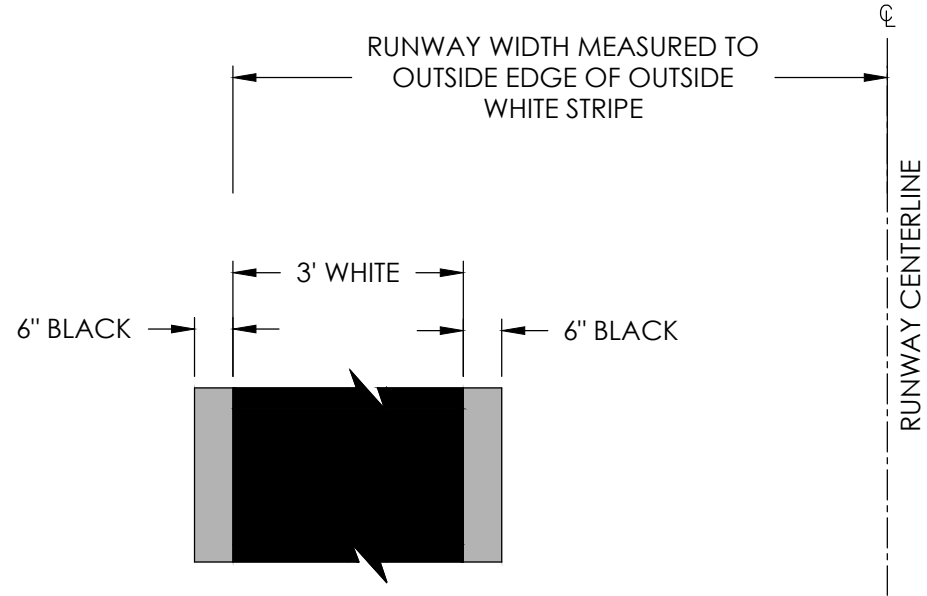


2
C-950
RUNWAY 22 END THRESHOLD MARKINGS
N.T.S.



- NOTES:
- ALL LETTERS AND NUMERALS EXCEPT THE NUMBER ELEVEN AS SHOWN ARE HORIZONTALLY SPACED 15 FT APART.
 - ALL CHARACTERS SHALL HAVE THESE CHARACTERISTICS:
 - 60 FT HIGH
 - 20 FT WIDE
 - VERTICAL STROKE OF 5 FT.
 - HORIZONTAL STROKE OF 10 FT
 - DIAGONAL STROKE OF 5 FT
 - THE RUNWAY NUMERALS AND LETTERS SHALL BE WHITE.

3
C-950
RUNWAY DESIGNATION MARKINGS
N.T.S.



4
C-950
STANDARD RUNWAY EDGE MARKING DETAIL
N.T.S.

- NOTES:
- ALL PAVEMENT MARKINGS ARE TYPE III PAINT, WITH TYPE III GLASS BEADS.
 - AT INSTALLATION, TYPE III GLASS BEADS SHALL YIELD 600-1300 MCD/M2/LUX ON WHITE MARKINGS AND 350-550 MCD/M2/LUX ON YELLOW MARKINGS.
 - ALL PAVEMENT MARKINGS SHALL RECEIVE A 6" BLACK OUTLINE.



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Designed By:

Bruce Bradley, EI

Revisions

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PAVEMENT MARKING DETAILS

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.

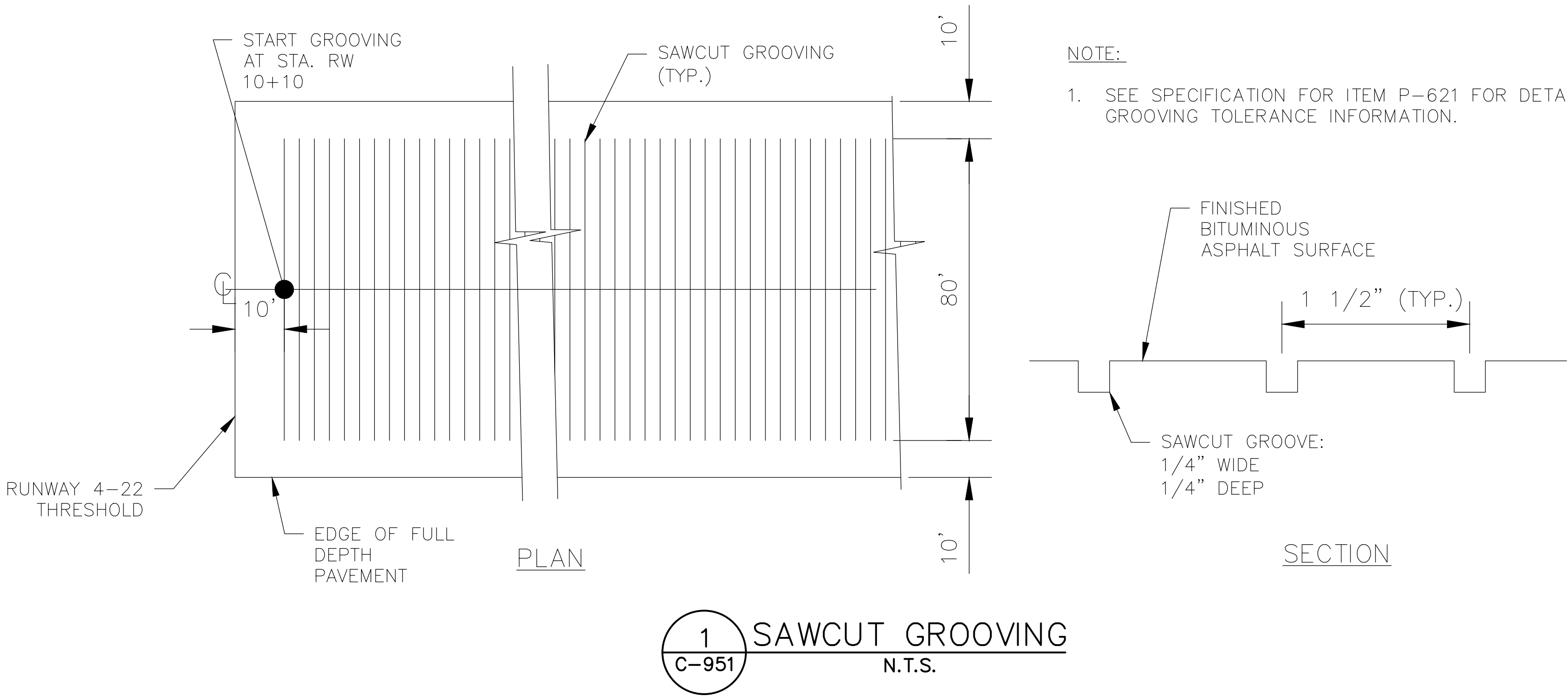
99000047.0089

Drawing No.

C-950

Date

APRIL 2020



- NOTES:**
1. THE FAA STANDARD GROOVE CONFIGURATION IS 1/4 INCH (±1/16 INCH) IN DEPTH BY 1/4 INCH (+1/16 INCH, -0 INCH) IN WIDTH BY 1 1/2 INCH (-1/8 INCH, + 0 INCH) CENTER TO CENTER SPACING).
 2. THE DEPTH OF 60 PERCENT OR MORE OF THE GROOVES SHALL NOT BE LESS THAN 1/4 INCH (6 MM).
 3. THE GROOVES SHALL BE CONTINUOUS FOR THE ENTIRE RUNWAY LENGTH AND TRANSVERSE (PERPENDICULAR) TO THE DIRECTION OF AIRCRAFT LANDING AND TAKEOFF OPERATIONS.
 4. THE GROOVES SHALL BE TERMINATED WITHIN 10 FEET (3 M) OF THE RUNWAY PAVEMENT EDGE TO ALLOW ADEQUATE SPACE FOR OPERATION OF THE GROOVING EQUIPMENT.
 5. THE GROOVES SHALL NOT VARY MORE THAN 3 INCHES (8 CM) IN ALIGNMENT FOR 75 FEET (23 M) ALONG THE RUNWAY LENGTH, ALLOWING FOR REALIGNMENT EVERY 500 FEET (150 M) ALONG THE RUNWAY LENGTH.
 6. GROOVES SHALL NOT BE CLOSER THAN 3 INCHES (8 CM) OR MORE THAN 9 INCHES (23 CM) FROM TRANSVERSE JOINTS IN CONCRETE PAVEMENTS.
 7. WHERE LIGHTING CABLES ARE INSTALLED, GROOVING THROUGH LONGITUDINAL OR DIAGONAL SAW KERFS SHALL BE AVOIDED.
 8. EXTREME CARE MUST BE EXERCISED WHEN GROOVING NEAR IN-PAVEMENT LIGHT FIXTURES AND SUBSURFACE WIRING. GROOVES SHALL BE SAWED NO LESS THAN 6 INCHES (15 CM) AND NO MORE THAN 18 INCHES (46 CM) FROM INPAVEMENT LIGHT FIXTURES.
 9. CLEAN-UP IS EXTREMELY IMPORTANT AND SHOULD BE CONTINUOUS THROUGHOUT THE GROOVING OPERATIONS. THE WASTE MATERIAL COLLECTED DURING THE GROOVING OPERATION MUST BE DISPOSED OF BY FLUSHING WITH WATER, BY SWEEPING, OR BY VACUUMING.
 10. WATER HYDRANT METER MAY BE OBTAINED FROM CITY OF FERNANDINA BEACH UTILITIES DEPARTMENT AT (904) 310-3421. THE COST IS \$1,500.00 DEPOSIT, PLUS PAYMENT FOR ALL WATER USED.



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Project Manager Mike Farro, P.E.
Designed By Bruce Bradley, EI

Revisions

No.	Date	By	Description

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SAWCUT GROOVING
DETAIL

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-951

Date
APRIL 2020

PROJECT:

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM

TO BE COMPLETED EVERY 7 DAYS AND WITHIN 24 HOURS OF
A RAINFALL EVENT OF 0.50 INCHES OR MORE

INSPECTOR: _____ DATE: _____

INSPECTOR'S QUALIFICATIONS:

DAYS SINCE LAST RAINFALL: _____ AMOUNT OF LAST RAINFALL _____ INCHES

STABILIZATION MEASURES

INSPECTION AREA (DESCRIPTION OF LOCATION)	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED ? (YES/NO)	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PAGE 1 OF 4

PROJECT:

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

DATE: _____

EARTH DIKES/SWALES

DIKE OR SWALE	FROM	TO	IS DIKE/SWALE STABILIZED ?	IS THERE EVIDENCE OF WASHOUT OR OVERTOPPING

MAINTENANCE REQUIRED FOR EARTH DIKE/SWALE:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

CATCH BASIN/CURB INLET/OUTFALL TURBIDITY CONTROLS

STRUCTURE/ OUTFALL	ARE TURBIDITY CONTROLS IN PLACE	ANY EVIDENCE OF CLOGGING/WASHOUT OR BYPASSING ?	ARE TURBIDITY CONTROLS IN NEED OF REPLACING ?	DOES SILT NEED TO BE REMOVED FROM AROUND CONTROL

MAINTENANCE REQUIRED FOR CATCH BASIN/CURB INLETS/OUTFALLS TURBIDITY CONTROLS:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PAGE 2 OF 4

PROJECT:

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM

SEDIMENT BASIN

DEPTH OF SEDIMENT IN BASIN	DEPTH OF SEDIMENT SIDE BASIN	ANY EVIDENCE OF OVERTOPPING OF THE EMBANKMENT ?	CONDITION OF OUTFALL FROM SEDIMENT BASIN

MAINTENANCE REQUIRED FOR SEDIMENT BASIN:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

OTHER CONTROLS

STABILIZED CONSTRUCTION ENTRANCE

DOES MUCH SEDIMENT GET TRACKED ON TO ROAD ?	IS THE GRAVEL CLEAN OR IS IT FILLED WITH SEDIMENT?	DOES ALL TRAFFIC USE THE STABILIZED ENTRANCE TO LEAVE THE SITE ?	IS THE CULVERT BENEATH THE ENTRANCE WORKING? (IF APPLICABLE)

MAINTENANCE REQUIRED FOR STABILIZED CONSTRUCTION ENTRANCE:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PAGE 3 OF 4

PROJECT:

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

REASONS FOR CHANGES:

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL
ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN
ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED
PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION
SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO
MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR
GATHERING THE INFORMATION, THE INFORMATION
SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE,
ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT
PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE
POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE: _____

DATE: _____

PAGE 4 OF 4



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Project Manager
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Matt Singletary, P.E.
Bruce Bradley, EI

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STORMWATER
POLLUTION
PREVENTION
PLAN

RUNWAY 4-22
REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

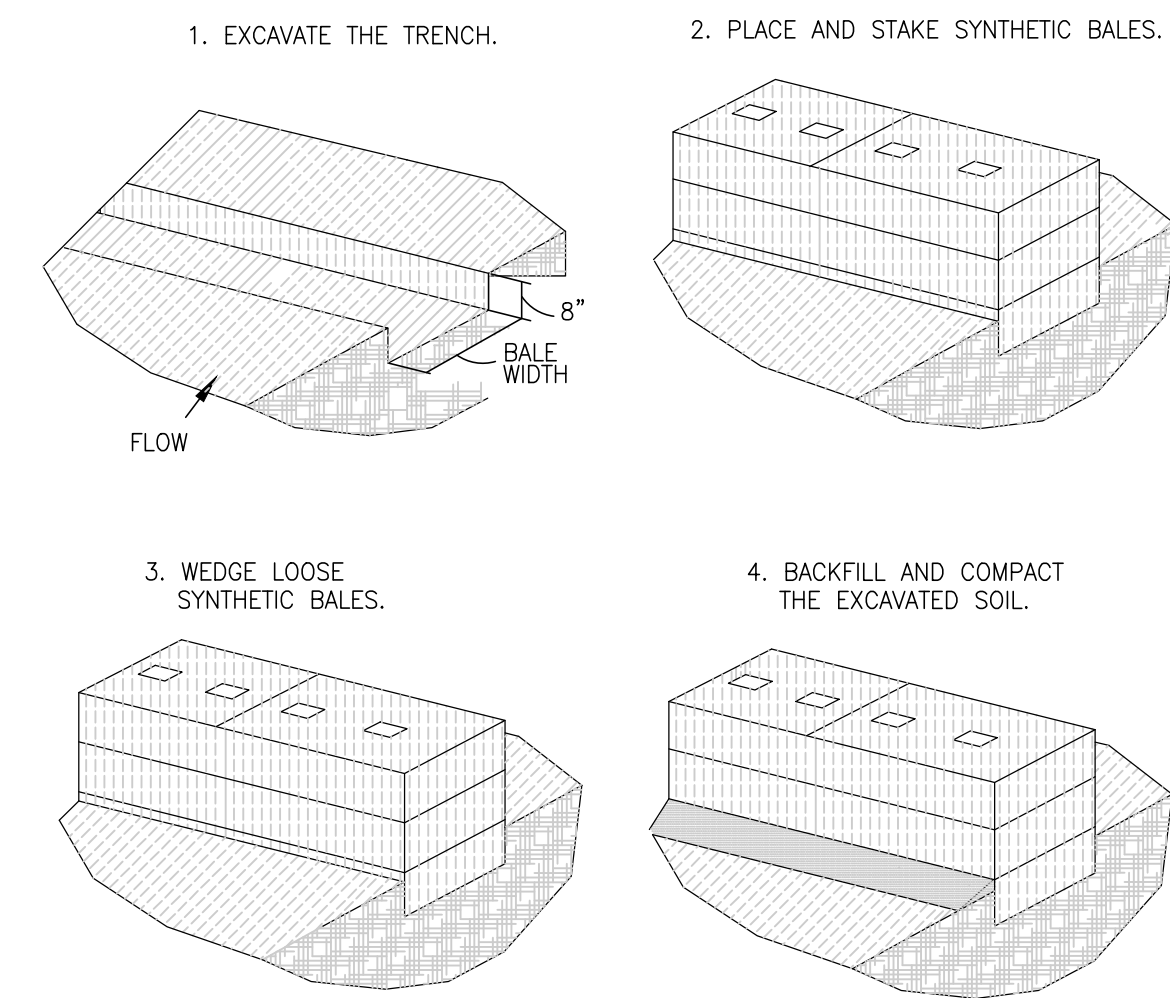
Project No.
99000047.0089

Drawing No.
C-952

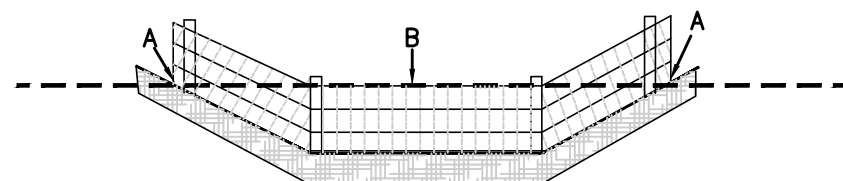
Date
APRIL, 2020

NOTE TO CONTRACTOR:

THIS IS THE CONTRACTORS CERTIFICATION REQUIRED BY THE EPA'S NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES). STORM WATER POLLUTION PREVENTION PLAN FOR CONSTRUCTION SITES OVER 5 ACRES. THIS CERTIFICATION MUST BE COMPLETED WEEKLY AND AFTER EVERY RAINFALL EVENT OVER 0.50 INCHES. IT IS SUGGESTED THAT THIS SHEET BE REMOVED FROM THE PLAN SET AND DUPLICATED AS NEEDED BY THE CONTRACTOR.



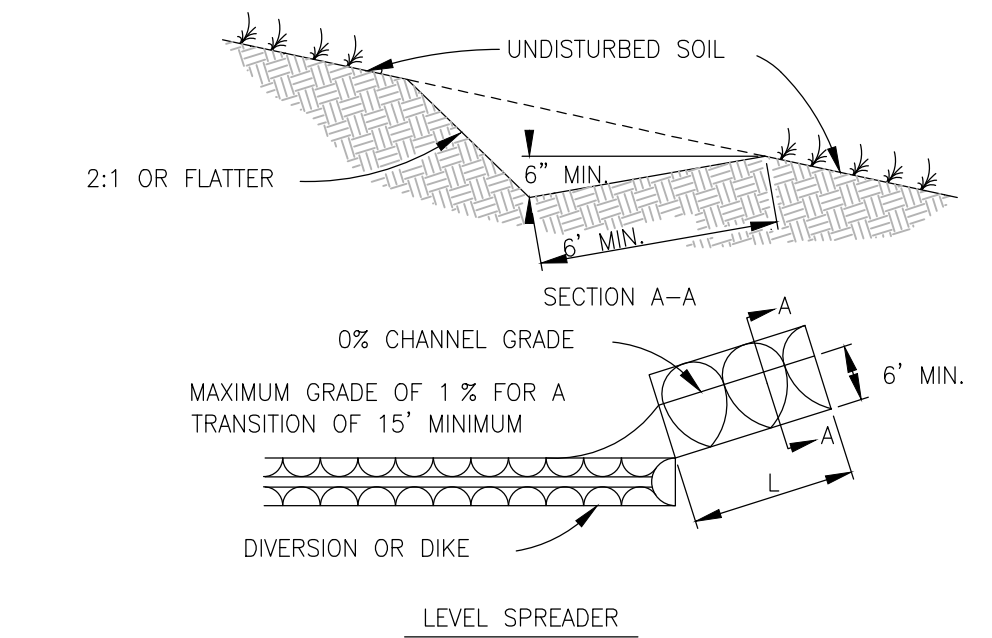
CONSTRUCTION OF A SYNTHETIC BALE BARRIER



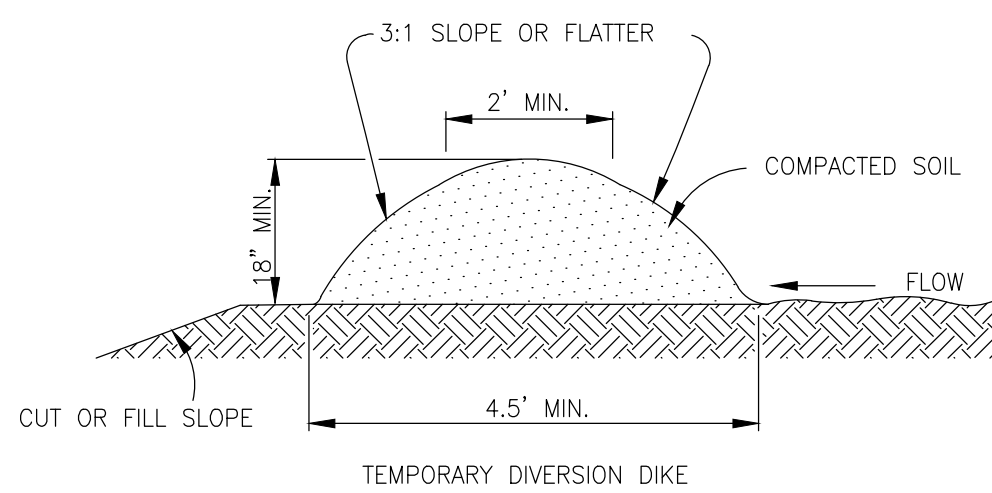
POINT A SHOULD BE HIGHER THAN POINT B
PROPER PLACEMENT OF SYNTHETIC BALE BARRIER IN DRAINAGE WAY

SYNTHETIC BALE BARRIER CONSTRUCTION DETAILS

(D-913)
N.T.S.

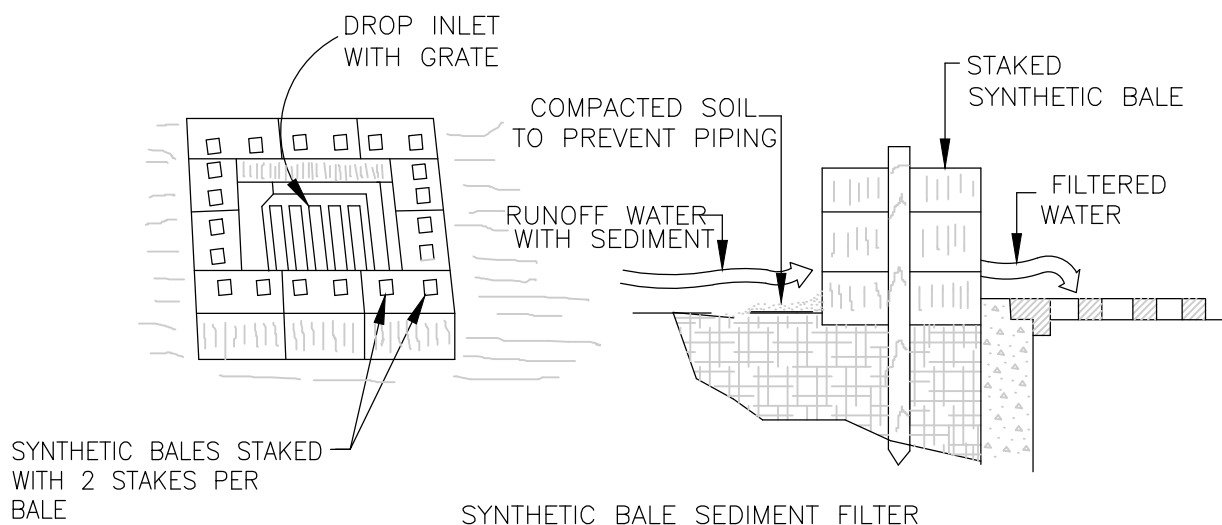


LEVEL SPREADER



DIVERSION DIKE

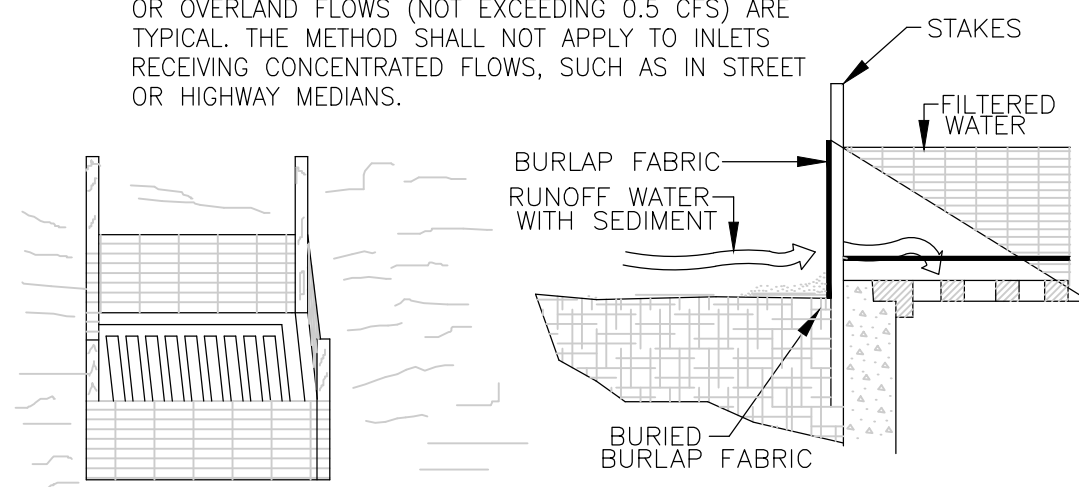
(D-914)
N.T.S.



SYNTHETIC BALE SEDIMENT FILTER

SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 CFS) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

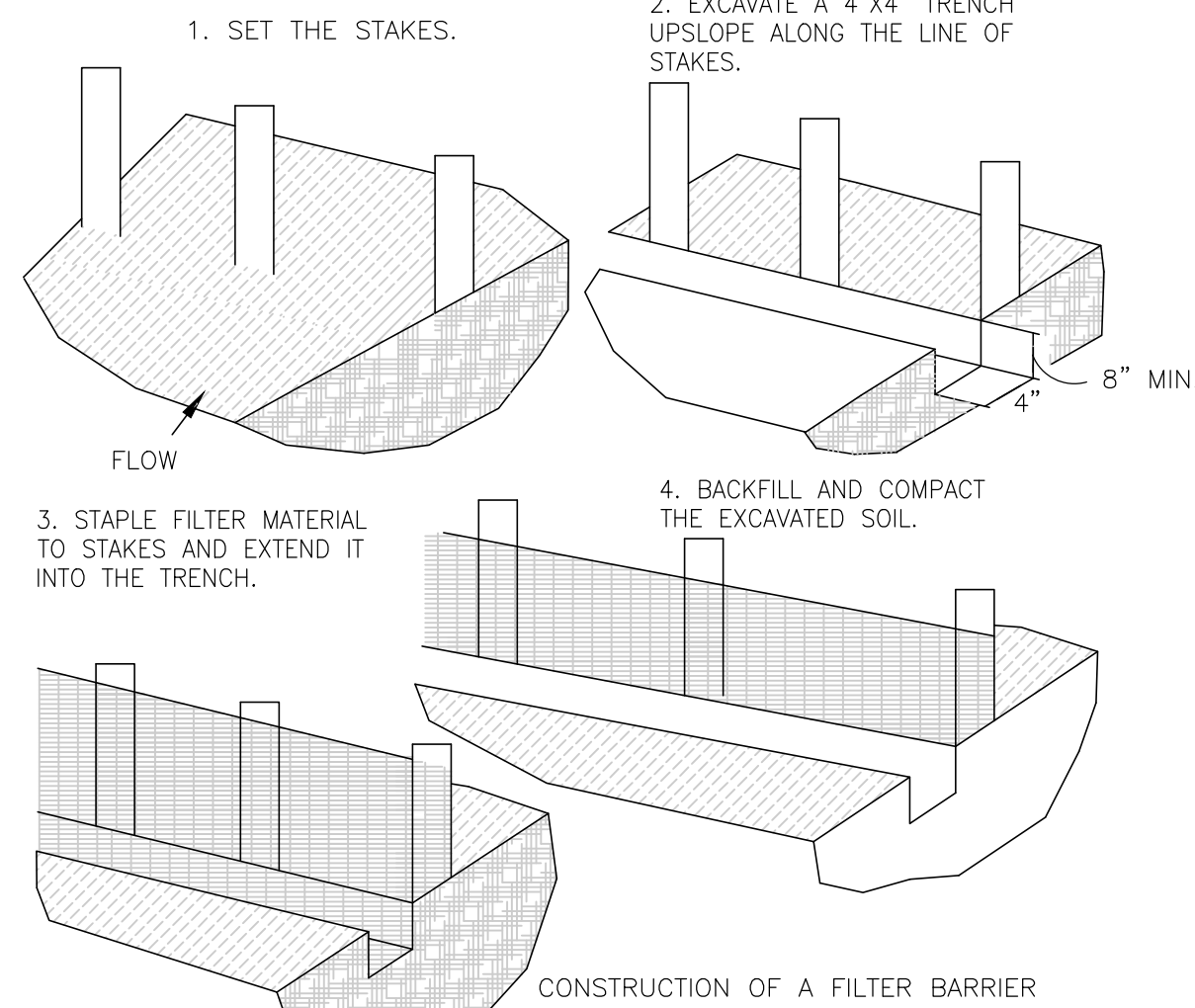


FABRIC SEDIMENT FILTER
SPECIFIC APPLICATION

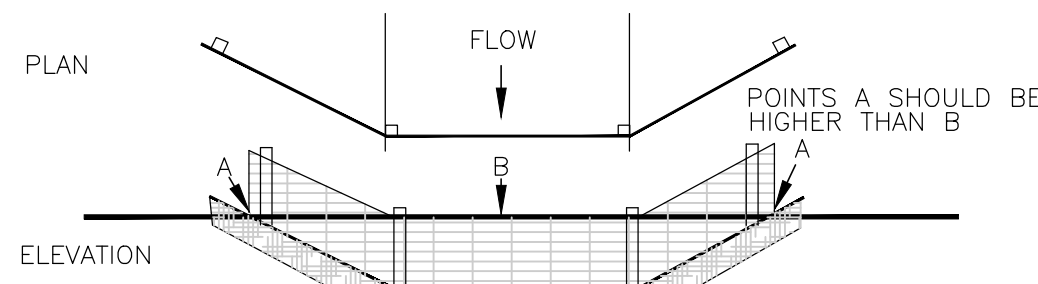
THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 CFS) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

DROP INLET SEDIMENT TRAP

(D-905)
N.T.S.



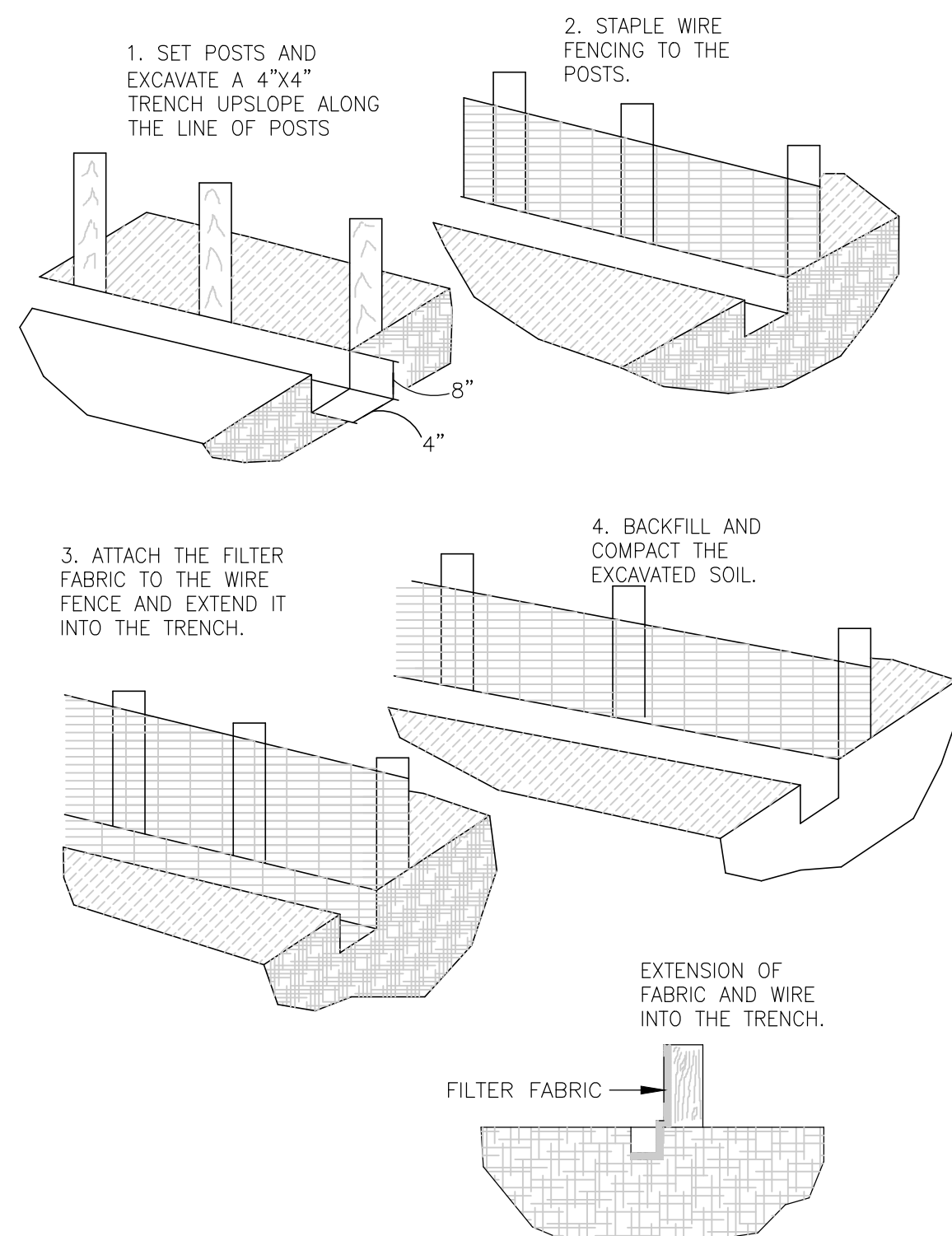
CONSTRUCTION OF A FILTER BARRIER



PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY

FILTER BARRIER CONSTRUCTION DETAIL

(D-910)
N.T.S.



EXTENSION OF
FABRIC AND WIRE
INTO THE TRENCH.

FILTER FABRIC

CONSTRUCTION DETAILS FOR SILT FENCES

(D-909)
N.T.S.



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Revisions

No.	Date	By	Description

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STORMWATER POLLUTION PREVENTION PLAN

RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.

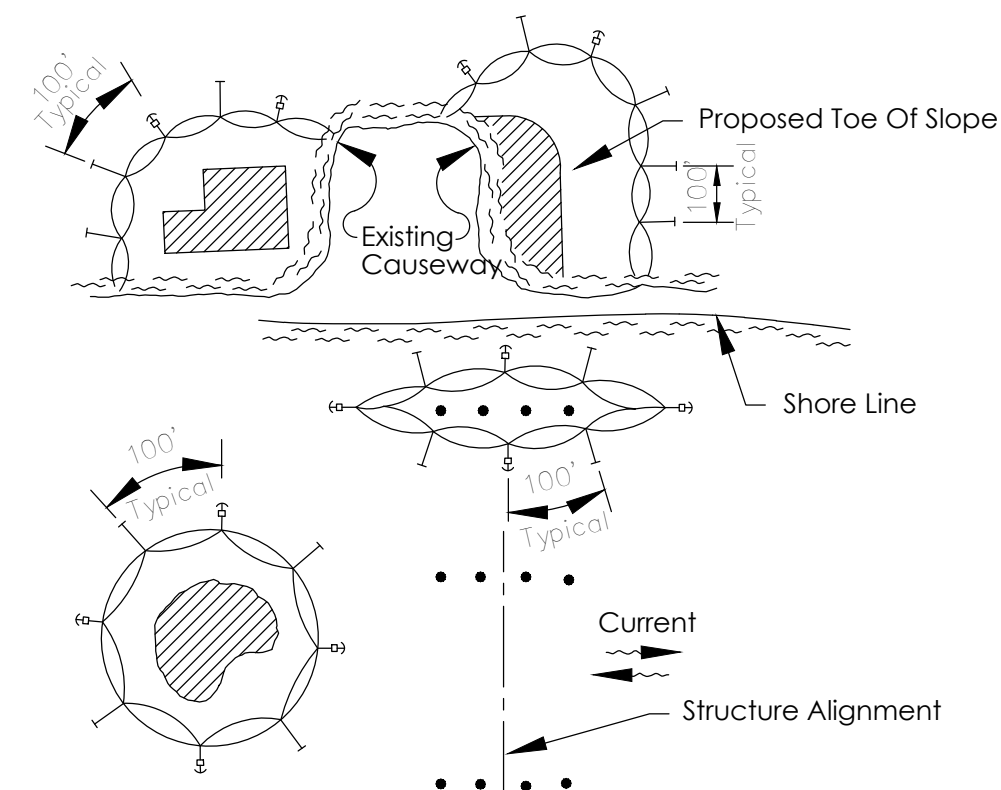
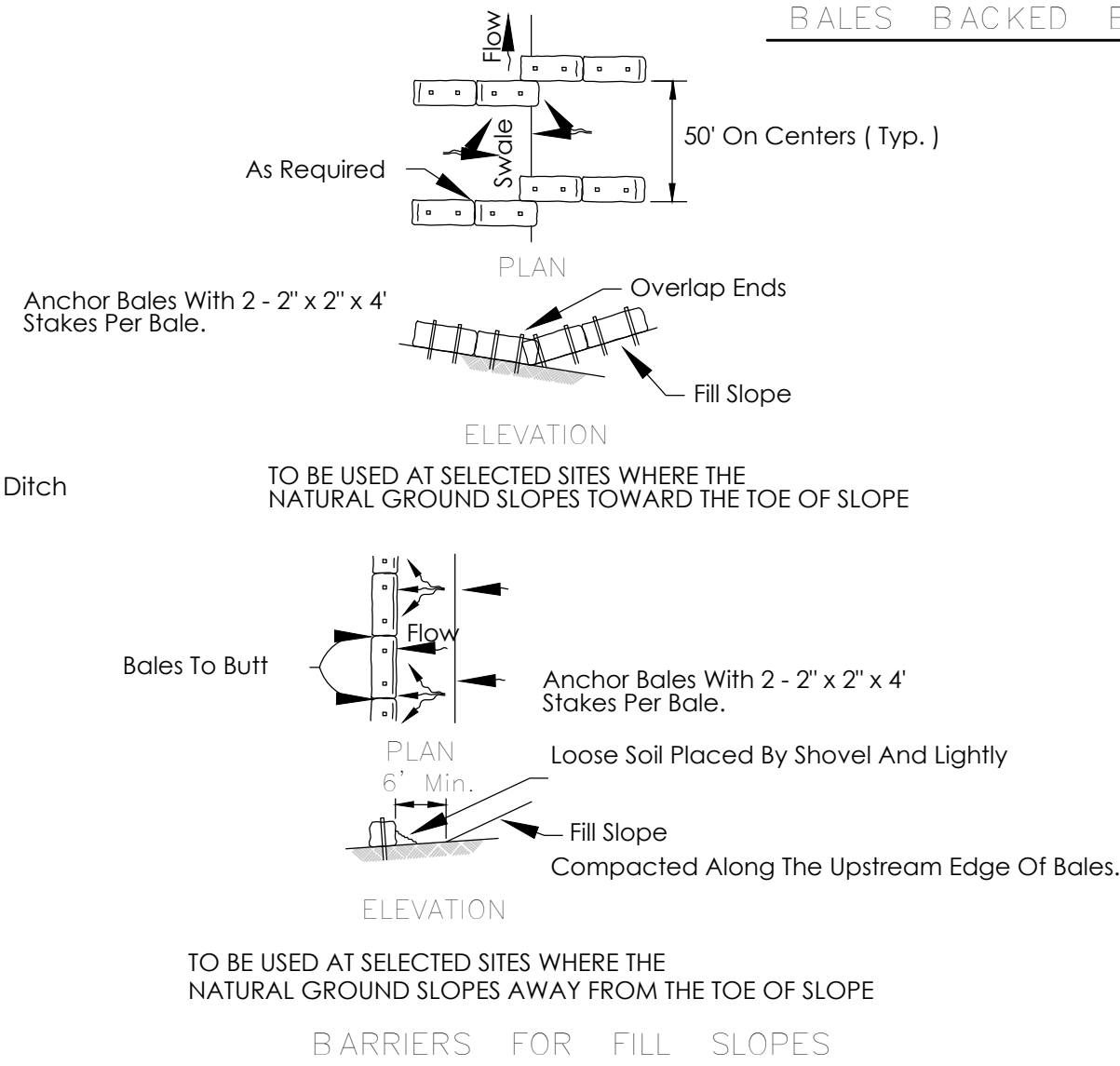
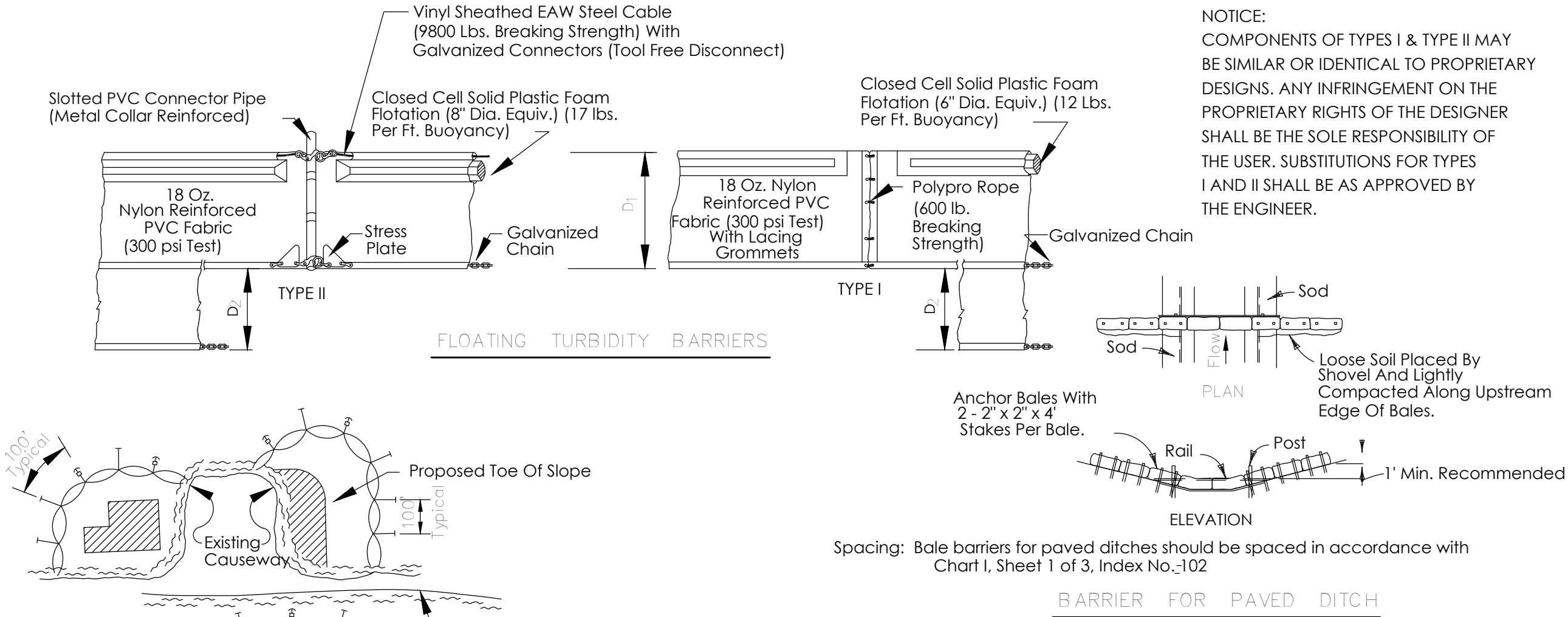
99000047.0089

Drawing No.

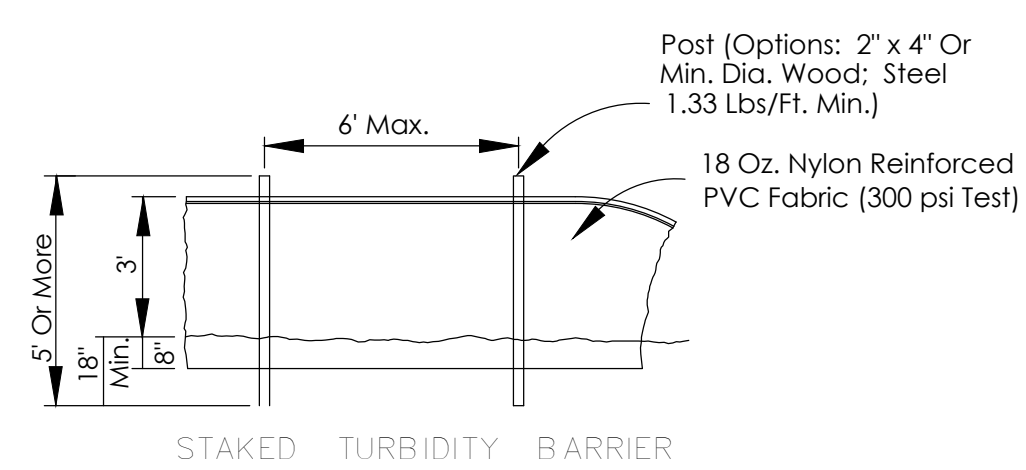
C-953

Date

APRIL, 2020



- LEGEND
- Pile Locations
 -  Dredge Or Fill Area
 - o- Mooring Buoy w/Anchor
 - Anchor
 -  Barrier Movement Due To Current Action

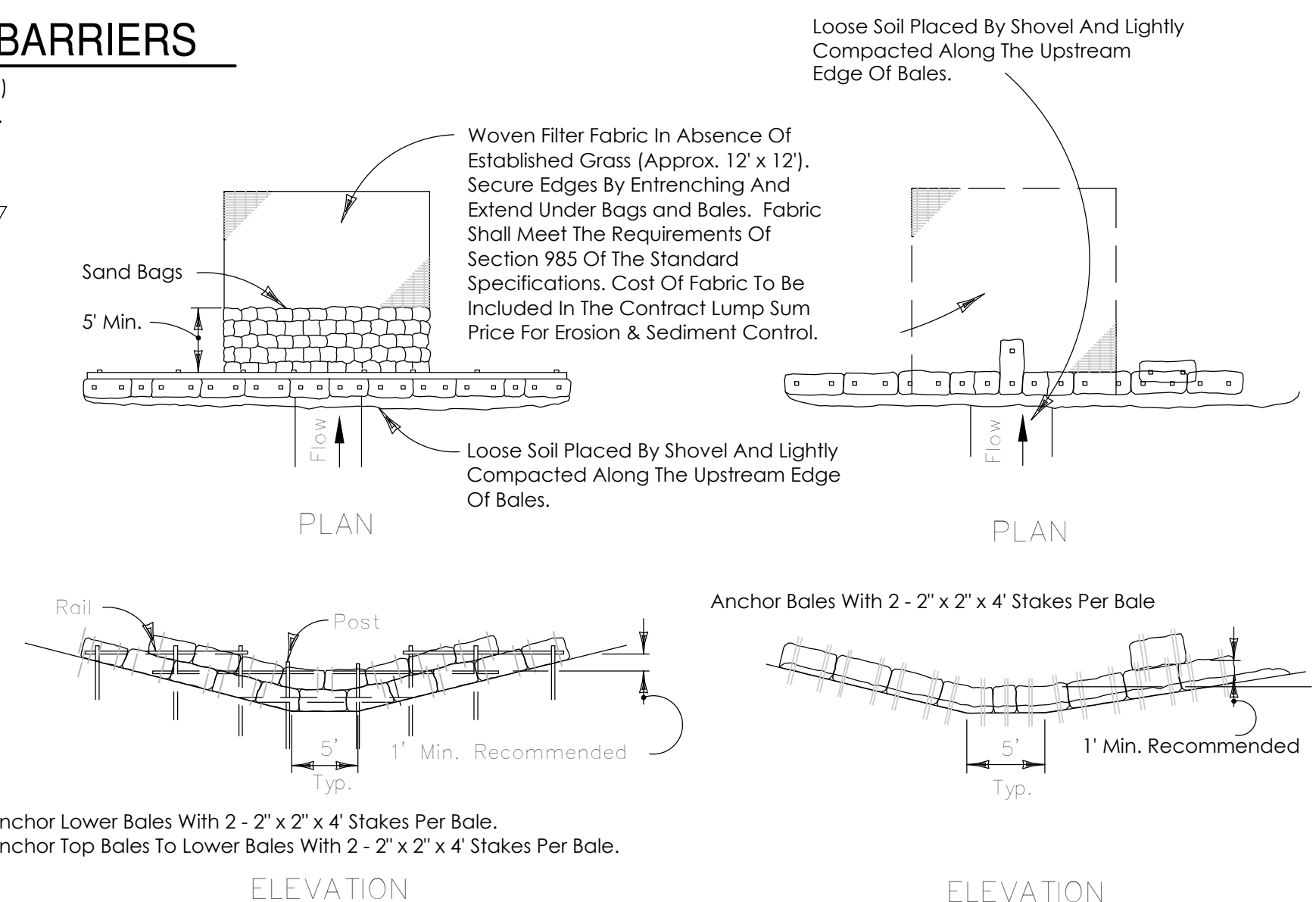
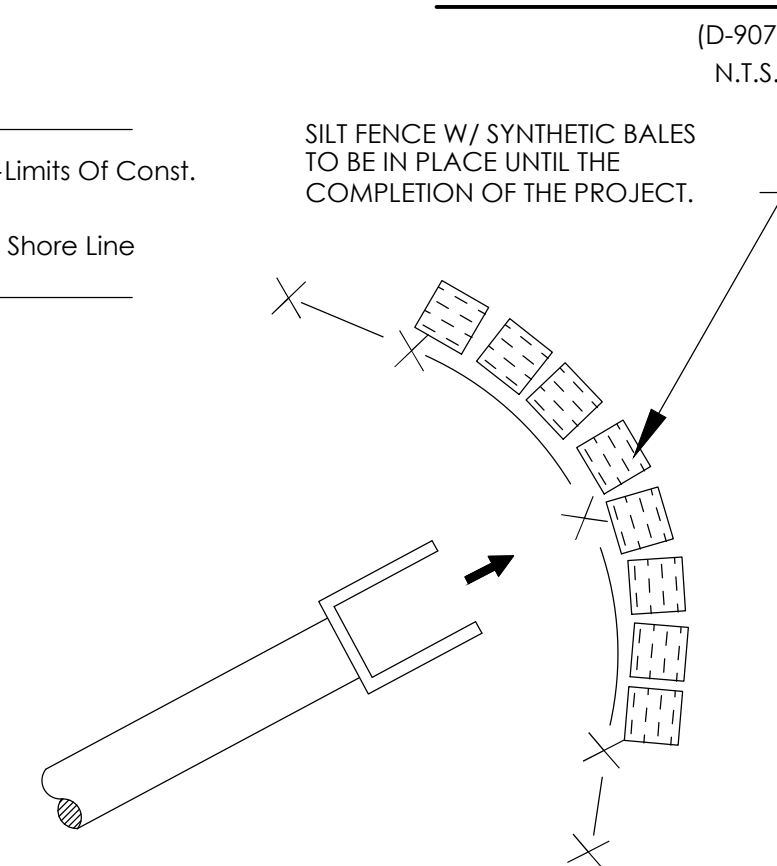


NOTES:

1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the FDOT Standard Specifications.

TURBIDITY BARRIER APPLICATIONS

TURBIDITY BARRIERS



Application and Spacing: The use of Types I & II bale barriers should be limited to the conditions outlined in Chart I, Sheet 1 of 3, Index No. 102

TYPE II

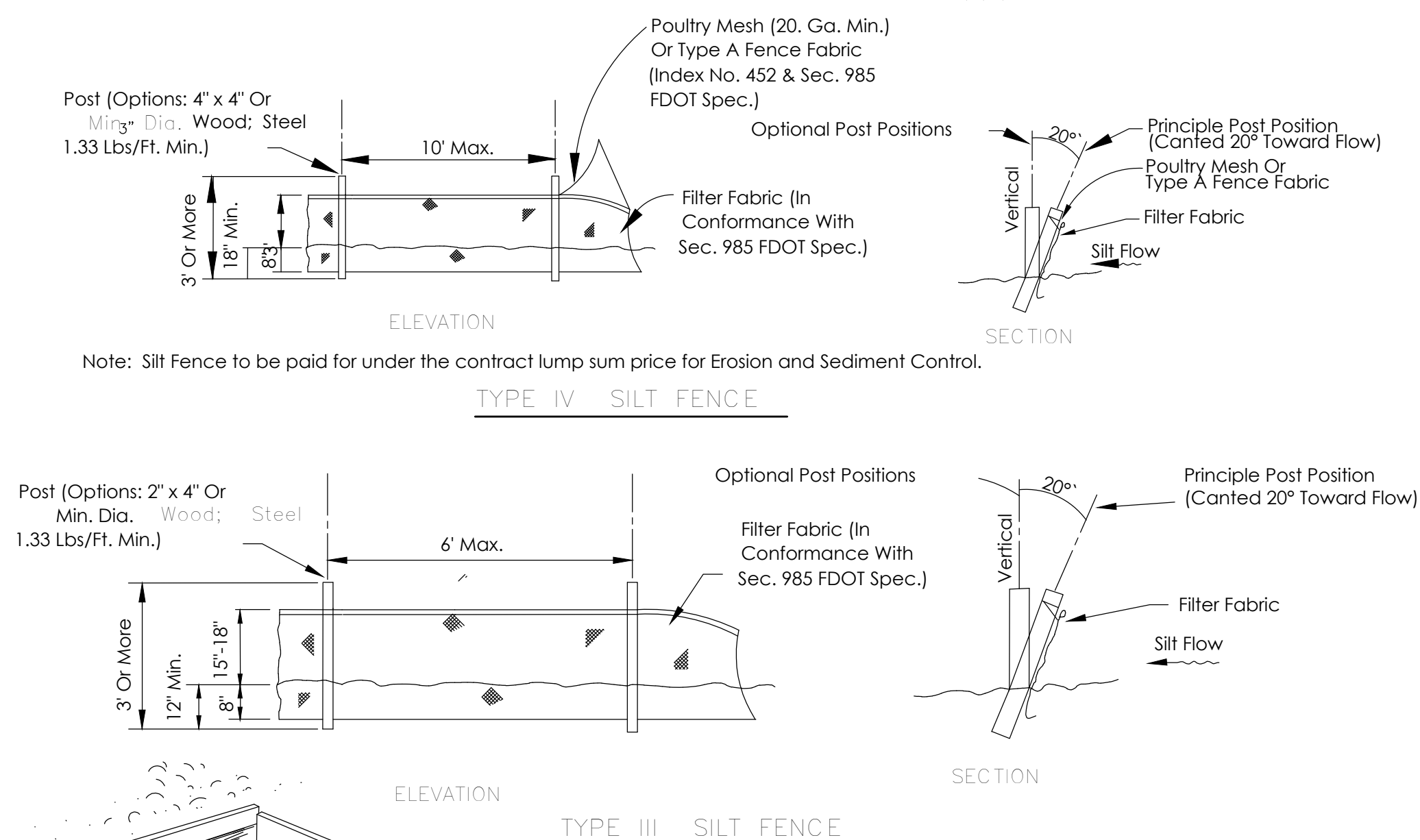
TYPE I

BARRIER FOR UNPAVED DITCHES

SYNTHETIC BALE BARRIERS TYPE I & II

(D-912)

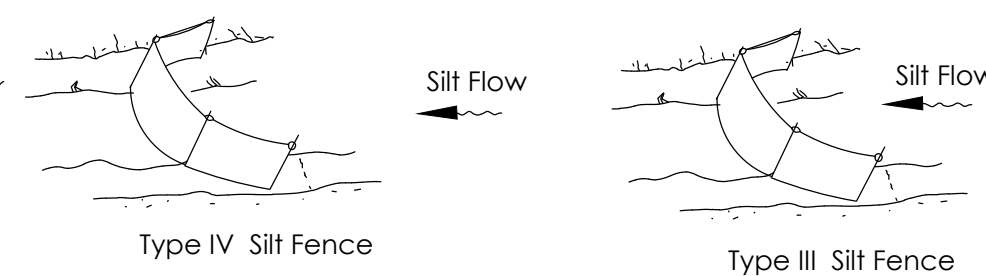
NOTE:
WHERE FDOT SPECS AND INDEX ARE
REFERENCED, PLEASE REFER TO THE FDOT
ROADWAY & TRAFFIC DESIGN STANDARDS, AND
FDOT STANDARD SPECIFICATIONS FOR ROAD &
BRIDGE CONSTRUCTION LATEST EDITION.



Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractor's option unless otherwise specified in the plans; however payment will be under the contract lump sum price established in the bid proposal for Erosion & Sediment Control Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

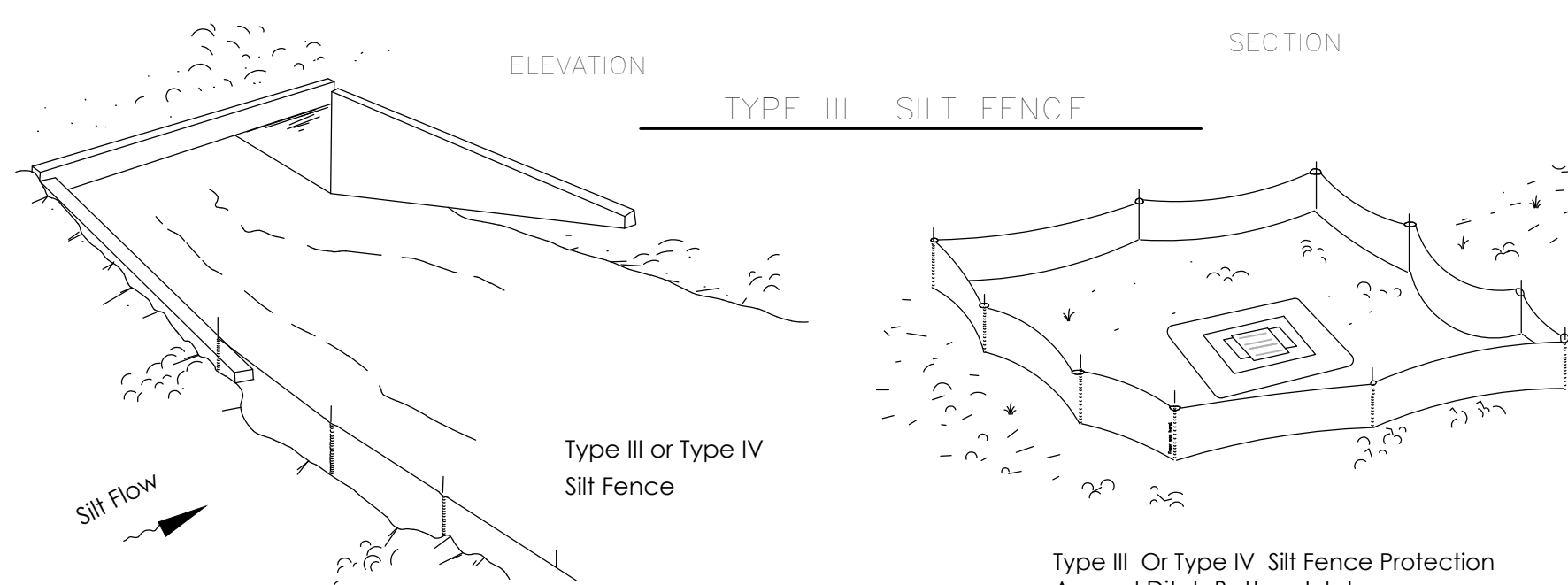
OUTLET PROTECTION

N.T.S.



Note: Spacing for Type III & TYPE IV Fence to be in accordance with Chart 1, Sheet 1 of 3, FDOT Index No. 102 and ditch installations at drainage structures Sheet 2 of 3, FDOT Index No. 102.

SILT FENCE APPLICATIONS



Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE TYPE III & IV

(D-908)

BID SET

Stamp:

Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095 (904) 757-6100

Principal-in-Charge	Bradley J. Wentz, P.E.
Project Manager	Matt Singletary, P.E.
Designed By	Bruce Bradley, EI

Revisions

No.	Date	By	Description

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STORMWATER POLLUTION PREVENTION PLAN

RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No. 99000047.0089

Drawing No. C-954

Date **APRIL, 2020**

CONTRACTOR'S REQUIREMENTS

CONTRACTOR'S REQUIREMENTS					
GENERAL		CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL UP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE. LEVEL SPREADER SHALL BE CONSTRUCTED IN ACCORDANCE TO STANDARD DETAIL D-914.		THE 3,600 CUBIC FEET OF STORAGE AREA PER ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFFSITE AREAS AND FLOWS FROM ONSITE AREAS THAT ARE EITHER UNDISTURBED OR HAVE UNDERGONE FINAL STABILIZATION WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE DISTURBED AREA AND THE SEDIMENT BASIN. ANY TEMPORARY SEDIMENT BASINS CONSTRUCTED MUST BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL. ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION.	
THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IN ADDITION THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS, DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION THE CONTRACTOR MAY BE REQUIRED TO ADD FLOCCULANTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SYSTEM INTO OPERATION.		5. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.			
SEQUENCE OF MAJOR ACTIVITIES:		6. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 10 ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREAS WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.		OTHER CONTROLS	
THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:		7. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.		WASTE DISPOSAL	
1. SET UP CONTRACTOR STAGING AREA AND HAUL ROAD.		8. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.		WASTE MATERIALS	
2. SET UP MAINTENANCE AND PROTECTION OF TRAFFIC MEASURES AS SPECIFIED ON PLANS.		9. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.		ALL WASTE MATERIALS EXCEPT LAND CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT. THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.	
3. INSTALL SILT FENCE AND OTHER EROSION CONTROL MEASURES AS SPECIFIED ON PLANS.		10. TEMPORARY GRASSING: THE SEEDDED OR SEEDDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX & AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.		HAZARDOUS WASTE	
4. STRIP AND STOCKPILE TOPSOIL.		11. TEMPORARY REGRASSING : IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.		ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.	
5. EARTHWORK		12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.		SANITARY WASTE	
6. STABILIZE DISTURBED AREAS AND STOCKPILES WITHIN 14 DAYS OF LAST CONSTRUCTION ACTIVITY IN THAT AREA.		13. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.		ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.	
7. INSTALLATION OF UTILITIES AND STORM SEWERS.		14. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEEDDED AND MULCHED OR SODDED.		OFFSITE VEHICLE TRACKING	
8. INSTALLATION OF NEW LIGHTING, ELECTRICAL WIRING, AND ASSOCIATED WORK.		STRUCTURAL PRACTICES		A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEP DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.	
9. PERFORM MILLING AND PLACE NEW SUBBASE MATERIAL AND PAVEMENT STRUCTURE.		1. TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT-TRAPPING FACILITY. AND IT SHALL BE CONSTRUCTED IN ACCORDANCE TO D-914.		INVENTORY FOR POLLUTION PREVENTION PLAN	
10. WHEN PAVEMENT STRUCTURE IS COMPLETE, INSTALL FINAL PAVEMENT MARKINGS.		2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP SHALL BE INSTALLED IN A DRAINAGEWAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA. THE FOLLOWING SEDIMENT TRAPS MAY BE CONSTRUCTED EITHER INDEPENDANTLY OR IN CONJUNCTION WITH A TEMPORARY DIVERSION DIKE:		THE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION:	
11. FINAL GRADING, SEEDING, MULCHING, AND SODDING OF ALL DISTURBED AREAS.		A. BLOCK & GRAVEL SEDIMENT FILTER - THIS PROTECTION IS APPLICABLE WHERE HEAVY FLOWS AND/OR WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE. REFER TO D-902 FOR CONSTRUCTION OF A CURB INLET SEDIMENT FILTER, AND D-904 FOR CONSTRUCTION OF A DROP INLET SEDIMENT FILTER.		☐ Lights, Wires ☐ Select Granular Fill ☐ Precast Concrete	
12. WHEN ALL WORK AREAS ARE COMPLETE AND THE ENTIRE AREA IS STABILIZED, REMOVE THE EROSION CONTROL AND MAINTENANCE AND PROTECTION OF TRAFFIC MEASURES.		B. GRAVEL SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES & UNPROTECTED AREAS. REFER TO D-903 FOR CONSTRUCTION OF CURB INLET & DROP SEDIMENT TRAP.		☐ Seed ☐ Lime rock subbase ☐ Asphalt Concrete	
TIMING OF CONTROLS/MEASURES		C. DROP INLET SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA [S < 5%) AND WHERE SHEET OR OVERLAND FLOWS (Q < 0.5 CFS) ARE TYPICAL. THIS METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS SUCH AS IN STREET OR HIGHWAY MEDIANS. REFER TO D-905 FOR CONSTRUCTION OF HAY BALE & FABRIC SEDIMENT FILTER.		☐ Paints ☐ Bituminous Prime Coat ☐ Duct Banks	
AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND SYNTHETIC BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASIN WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED PERMANENTLY IN ACCORDANCE WITH THE PLANS. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAPS AND THE EARTH DIKE/SWALES WILL BE REGRADED/REMOVED AND STABILIZED IN ACCORDANCE WITH THE EROSION & TURBIDITY CONTROL PLAN.		3. OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE THE FLOW COULD CAUSE EROSION & SEDIMENT PROBLEM TO THE RECEIVING WATER BODY. SILT FENCES & SYNTHETIC BALES ARE TO BE INSTALLED IMMEDIATELY DOWNSTREAM OF THE DISCHARGING STRUCTURE AS SHOWN ON THE OUTLET PROTECTION DETAIL.		☐ Topsoil ☐ Bituminous Tack Coat ☐ PVC Conduit	
CONTROLS		4. SEDIMENT BASIN: WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME. THE PROPOSED STORM WATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3,600 CUBIC FEET OF STORAGE PER ACRE DRAINED UNTIL FINAL STABILIZATION OF THE SITE.		☐ Mulch ☐ Steel Frames & Grates ☐ Silt Fence	
IT IS THE CONTRACTORS RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION AND TURBIDITY CONTROLS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED BY THE EROSION AND TURBIDITY CONTROL PLAN AND AS REQUIRED TO MEET THE EROSION AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.				☐ Fertilizer ☐ HDPE Conduit ☐ Rebar	
EROSION AND SEDIMENT CONTROLS				☐ Sod ☐ Reinforced Concrete Pipe	
STABILIZATION PRACTICES					
1. SYNTHETIC BALE BARRIER: SYNTHETIC BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:					
A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.					
B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.					
C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.					
D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF SYNTHETIC BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.					
REFER TO STANDARD DETAIL D-913 FOR CONSTRUCTING THE SYNTHETIC BALE BARRIER. ALSO REFER TO D-901, D-					



BID SET

Stamp:

Property Owner:

City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095 (904) 757-6100

Principal-in-Charge	Bradley J. Wentz, P.E.
Project Manager	Matt Singletary, P.E.
Designed By	Bruce Bradley, E

Revisions

No.	Date	By	Description

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STORMWATER POLLUTION PREVENTION PLAN

RUNWAY 4-22 REHABILITATION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No. _____

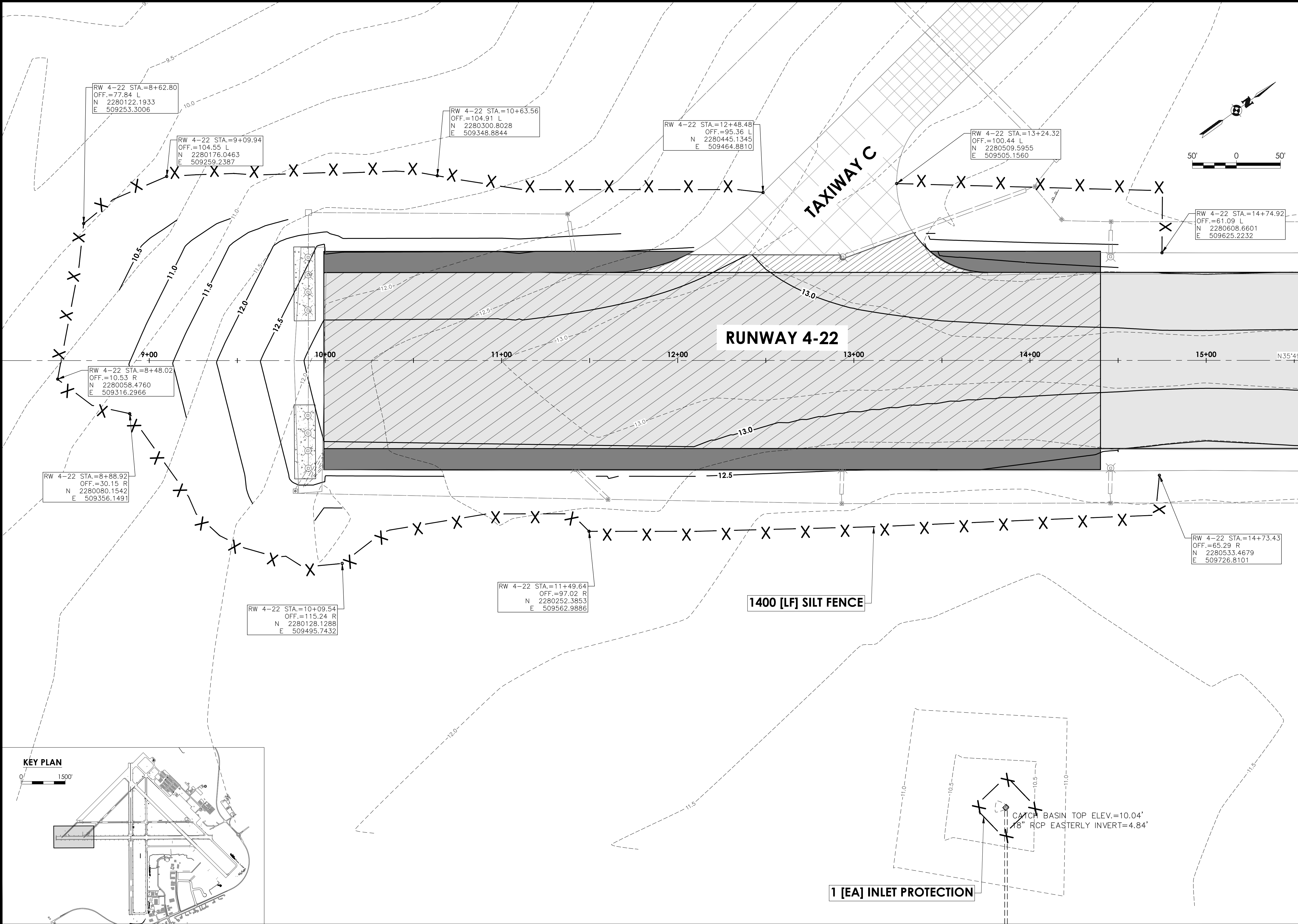
99000047.0089

Drawing No.

C-955

Date _____

APRIL, 2020



PASSERO ASSOCIATES

Engineering Architecture
www.passero.com

BID SET

Stamp:



Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates

4730 Cass Circle Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106

Principal-in-Charge Bradley J. Wenthe, P.E.
Project Manager Mike Farro, P.E.
Designed By Bruce Bradley, EI

Revisions

No.	Date	By	Description

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**STORM WATER
POLLUTION AND
PREVENTION PLAN**

**RUNWAY 4-22
REHABILITATION**

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99000047.0089

Drawing No.
C-956

Date
APRIL 2020

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-82
Award Bid # 2020-05 - CWA Development

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-82

SYNOPSIS: The City solicited competitive bids for improvements and upgrades to structural through rods, and various finish elements to existing northern docks. This project was published as Invitation to Bid (ITB) 2020-05 on April 24, 2020. Three bids were submitted by the May 14, 2020, deadline.

CWA Development submitted the lowest bid in the amount of \$63,851.04.

FISCAL IMPACT: Funding for the project is appropriated in the Marina Improvements account, 480 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-82.

Dale L. Martin, City Manager 6/4/2020

Pauline Testagrose, Comptroller 6/4/2020

Tammi E. Bach, City Attorney 6/5/2020

Date: May 19, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID #2020-05 FOR IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS, NORTHERN BASIN DOCKS TWO AND THREE TO CWA DEVELOPMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited competitive bids for improvements and upgrades to structural through rods, and various finish elements to existing northern docks. This project was published as Invitation to Bid (ITB) 2020-05 on April 24, 2020; and

WHEREAS, three bids were submitted by the May 14, 2020, deadline; and

WHEREAS, CWA Development submitted the lowest bid in the amount of \$63,851.04.

WHEREAS, funding for the project is appropriated in the Marina Improvements account, 480 56300.

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

SECTION 1. The City Commission hereby authorizes the award of ITB #2020-05 to CWA Development in the amount of \$63,851.04.

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

ADOPTED this 16th day of June, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**.

A mandatory pre-bid meeting will be held at 10:00AM, April 30, 2020, at the City of Fernandina Beach Marina, 3 South Front Street, Fernandina Beach, FL, 32034.

Due to the COVID 19 precautions, this meeting will be conducted keeping within the CDC guidelines for “social distancing”.

The City will receive sealed bids at the location stated below not later than **2:00PM, May 14, 2020**.

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

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

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #2020-05** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #2020-05**
204 Ash Street
Fernandina Beach, FL 32034

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

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies**), hereto attached as **“Exhibit A”**. The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a **“Public Entity Crimes”**, herein provided as **“Exhibit B”**, **“Drug-Free Workplace Certification”** herein provides as **“Exhibit C”**, **“E-Verify Statement”** herein provided as **“Exhibit D”**, **“Proposer Acknowledgements and Agreements”**, herein provided as **“Exhibit E”**, **“Conflict of Interest”**, herein provided as, **“Exhibit F”**, **“Non-Collusion Affidavit”**, herein provided as **“Exhibit G”** and **“Dispute Disclosure”**, herein provided as **“Exhibit H”**.

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

SCOPE OF WORK

FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPERVISION NECESSARY TO COMPLETE THE IMPROVEMENTS DETAILED BELOW TO DOCKS NORTH TWO AND NORTH THREE.

1. **WALERS** - remove and replace walers on docks North 2 and North 3 - replace all weathered and damaged boards -
 - a. SPEC - SYP CCA #1 - 4"X10" walers w/shear plates and split rings
 - b. Exception of approximately 64' of new waler on North 2
2. **COVERBOARDS** - remove and replace **all** on docks North 2 and North 3
 - a. 2"X10"X12', approximately 696 feet total
 - b. SYP CCA #1
3. **RUB RAIL** - remove and replace all **rub rail**- North 2 and North 3
 - a. Including Universal corner pieces
 - b. Match similar to dingy dock rub rail
4. **INTERNAL PILE GUIDES** -
 - a. Replace a total of 3-4 complete guide sets as needed -
 - b. Spec- 18" galvanized steel with internal rollers
 - c. Replace and reconnect connection bolts as needed- connection bolts are missing; pile guides and roller housings are slipping. Approx. 5 pile guides to be addressed for this issue.
 - d. Remove excessive rust on nuts, plates and internal pile guide frame
5. **EXTERNAL PILE GUIDES** - replace one - dock North 3
 - a. 16" galvanized steel built out to accommodate existing timber pile
6. **THROUGH RODS** - install additional **172 fiberglass** through rods (9'3" x ¾")
 - a. For a minimum of four rods per 8ft dock section
 - b. Install rods at internal/notch pile guide locations
7. **PILING CAPS** - replace 10 piling caps and one conical piling cap

BID ALTERNATE - **HDG THROUGH RODS** - install additional 172 **HDG** through rods (9'3"x ¾").

PLEASE INCLUDE AS AN ALTERNATE LINE ITEM/QUOTE COMPARING FIBERGLASS TO HDG.

- a. Including all necessary galvanized connection/fastening parts
- b. Hot dip threaded rod ends to prevent exposure and rust



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

BID SUMMARY SCHEDULE

Bid publication:	April 24, 2020
Pre-bid meeting:	April 30, 2020
Last date for questions:	May 5, 2020
Addendum published:	May 8, 2020
Bid opening:	May 14, 2020

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weeks, Purchasing Agent, wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weeks, wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is five business days before submittal opening.

If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

1. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACT that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.
2. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

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PROJECT SCHEDULE

CONTRACTOR shall begin no later than thirty calendar (30) days from issuance of Purchase Order or notice to proceed; all materials must be on sight before starting work and the work must be completed **within a reasonable time as determined at the sole discretion of the City's appointed Project Manager.**

TIME OF PERFORMANCE

1. CONTRACTOR is required to prepare and submit a detailed Critical Path Method (CPM) at the time of the project pre-construction meeting.
2. CONTRACTOR may, upon approval by Project Manager or designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.
3. CONTRACTOR may set up equipment onto the job-site without commencing work for a maximum of seven (7) calendar days. Location of equipment storage will be provided by the Project Manager or designee.
4. CONTRACTOR will, prior to any delay submit notification of delay in writing within five (5) calendar days to Project Manager or designee.
5. CONTRACTOR shall submit documentation explaining the cause of delay. CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of time.
6. CONTRACTOR shall arrange with the Project Manager or designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, corridors, and stairways. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Project Manager and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.
2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.
3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.

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4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.
5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.
6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

1. CONTRACTOR shall be aware that this project is subject to public and private vehicular and pedestrian traffic at all times.
2. CONTRACTOR shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.
3. CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, vehicles, utilities, and work of any kind against damage or interruptions of service, which may result from the operations of the CONTRACTOR.
4. CONTRACTOR shall provide Safety Data Sheets: If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this the contract period, CONTRACTOR shall furnish Safety Data Sheets to the Project Manager or designee prior to commencing this project.
5. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
6. CONTRACTOR shall have a person, which is on their payroll and with **the authority to make decisions, on site at all times.**

REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the Project Manager or designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspection will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.

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2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents. CITY may require special inspection or testing of the work.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.
4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY, after three (3) days written notice to CONTRACTOR without correction, may correct the deficiencies through CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.
5. Right to perform plant inspections – the City Representative reserves the right to perform plant inspections of pile fabrication. Indicate all methods of connection including shop welding procedures.

WARRANTY

1. The parts, material and workmanship must have a one (1) year warranty.
2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.
3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

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LIQUIDATED DAMAGES

Should the awarded CONTRACTOR fail to complete work and make the area available for use within the stipulated period CONTRACTOR may be assessed by the CITY the amount of one hundred dollars (\$100.00) for each consecutive calendar day that expires after the time specified for completion and ready for final payment until the work is complete. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to CONTRACTOR This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

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GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BIDS**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BIDS**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.
- 4. WITHDRAWAL OF BIDS**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
 - b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

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5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

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BID BOND:

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

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. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

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12. QUESTIONS

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

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

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

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

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such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner] , [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested".
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

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

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15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBITS

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$_____ BID ALTERNATE - HDG through rods\$_____

Delivered, F.O.B. Fernandina Beach, Florida

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____ Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "B"

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

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

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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed their signature at the space provided above on this ____ day of _____,

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

My name is _____ and my relationship to the entity named above is _____.

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

My name is _____ and my relationship to the entity named above is _____.

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-05 IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTH 2 AND 3**

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-05**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-05 IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTH 2 AND 3

1. What is the current budget for this project? **\$65,000**
2. Are there any plans available for this project? **Drawings were given out at the mandatory pre-bid meeting.**
3. **Specifications have changed to include concrete repairs. Attached are the updated drawings to include these concrete repairs.**
4. Attached are **BMI Dock details and diagrams**
5. Attached is an Exploded Walkway diagram.
6. **Item #1 Walers** - Please note we are changing the wording from ALL walers on N2 and N3 to be replaced to a specified board foot length.

The total waler replacement = 460 linear ft of 4" x 10" waler- #1 S4S SYP .6 CCA (chromium copper arsenate)

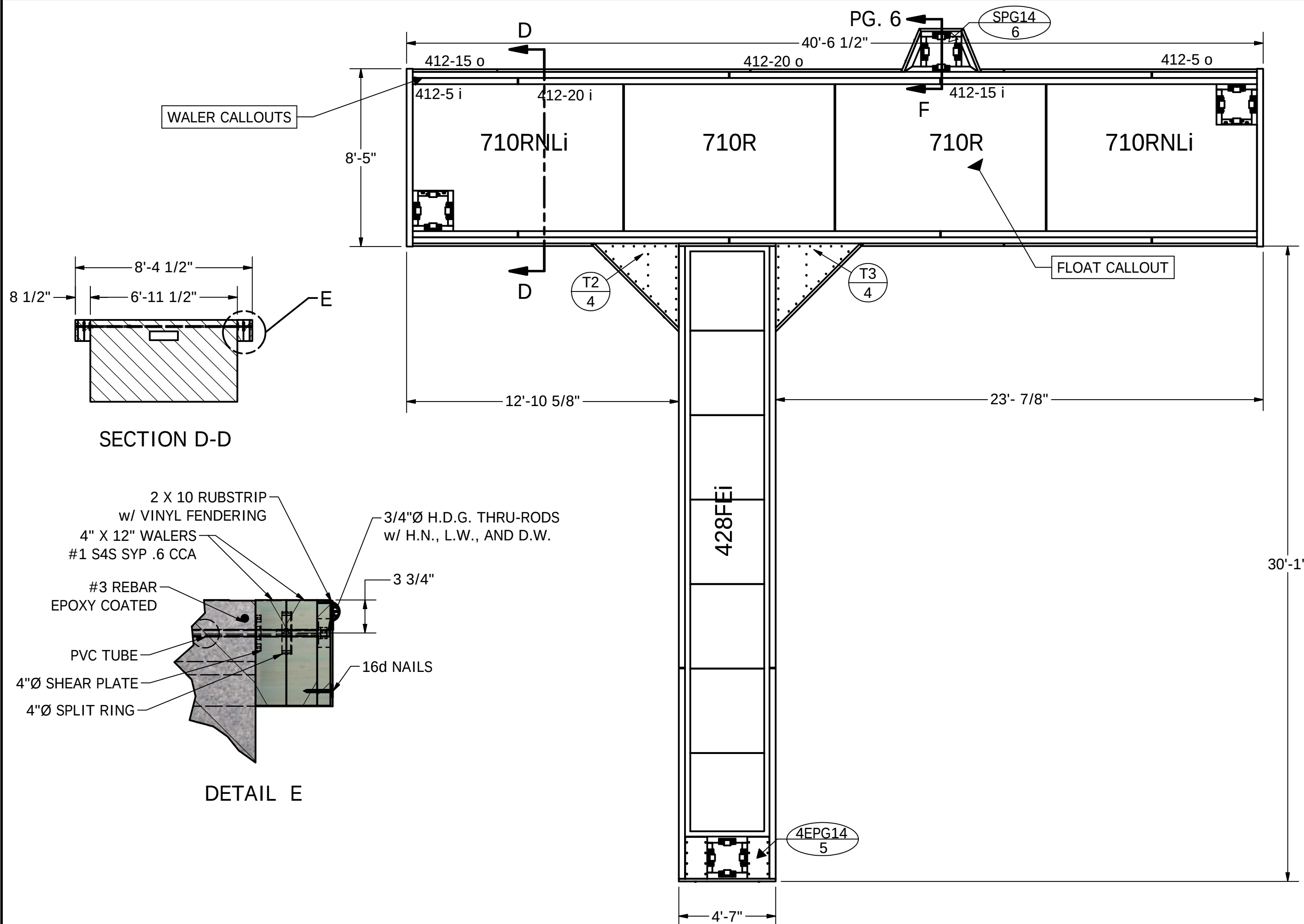
The walers are doubled up (as shown on Detail E, sheet 1 of 6 of the Bellingham layout) and that the 460 feet represents **single** not doubled boards. In other words, the materials list or supplies needed for 460 ft of waler is 460 ft of board, not 920 ft of board.

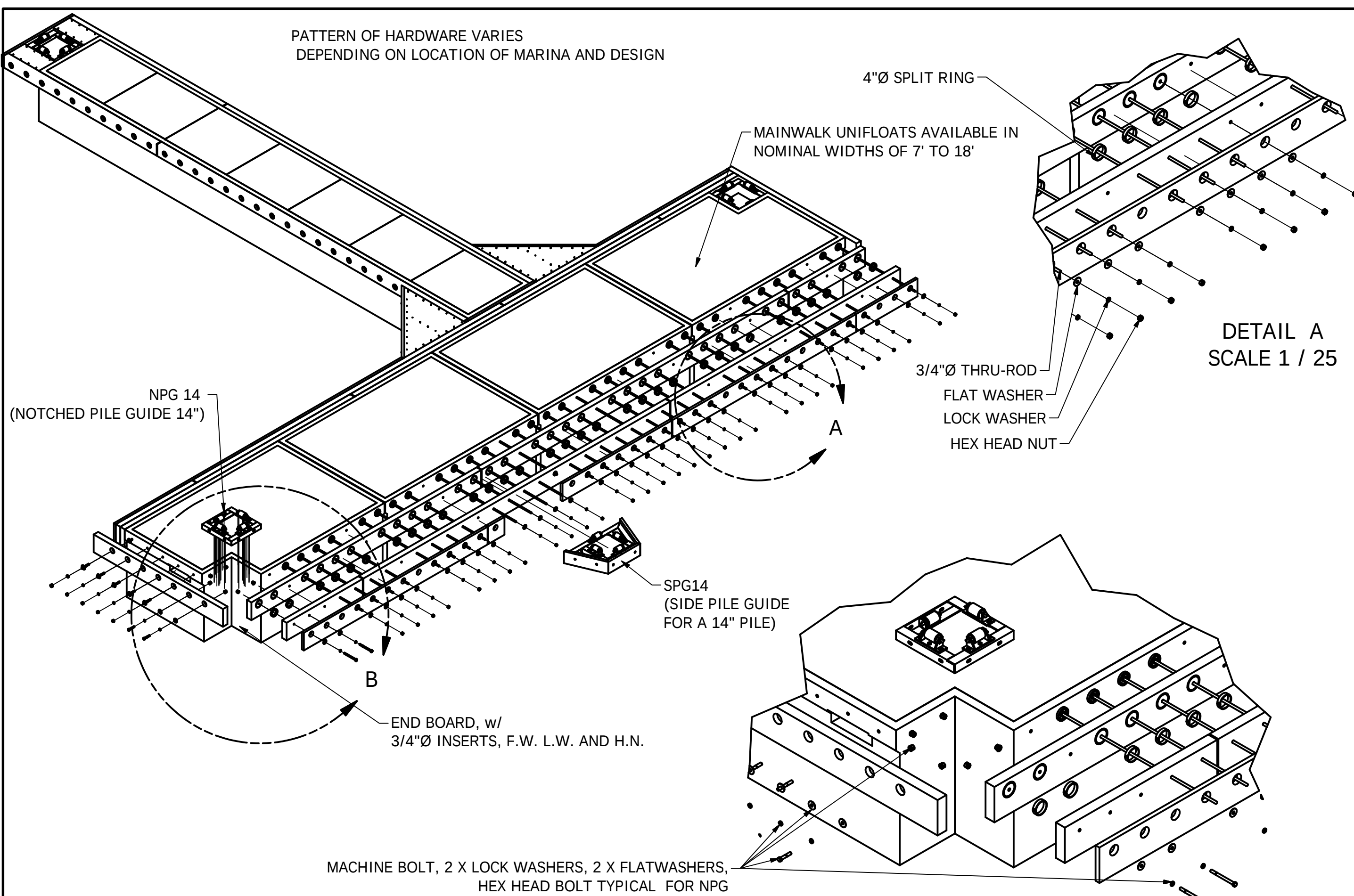
7. The rod lengths on the specs are different than on the drawings that were provided on the ITB. The rods are listed at 9 Feet 3 in on the drawings that were provided it is 9 ft 4 in 1/2 inches. Please verify. **Rod length has been confirmed by Bellingham as 112.5" or 9ft-4(1/2)"**
8. Will the individual vessel owners move their own ramps and belongings? **Vessels will be moved as necessary for the repairs to be done.**
9. Who will move the Sani sailor pump-out system and then reinstall it once the waler boards and rods are installed? **The city/marina will work together to remove the system so work can be performed.**

Revisions:

Drawn By: JWC
Date: 3-23-11
Scale: NS
Project No:

Sheet:
1 of **6**





Bellingham
MARINE
The Worlds Most Comprehensive Marine Builder
1813 DENNIS STREET
JACKSONVILLE FL. 32204
TEL: (904) 358-3362
FAX: (904) 354-4818

UNIFLOAT®
Precision engineered flotation systems

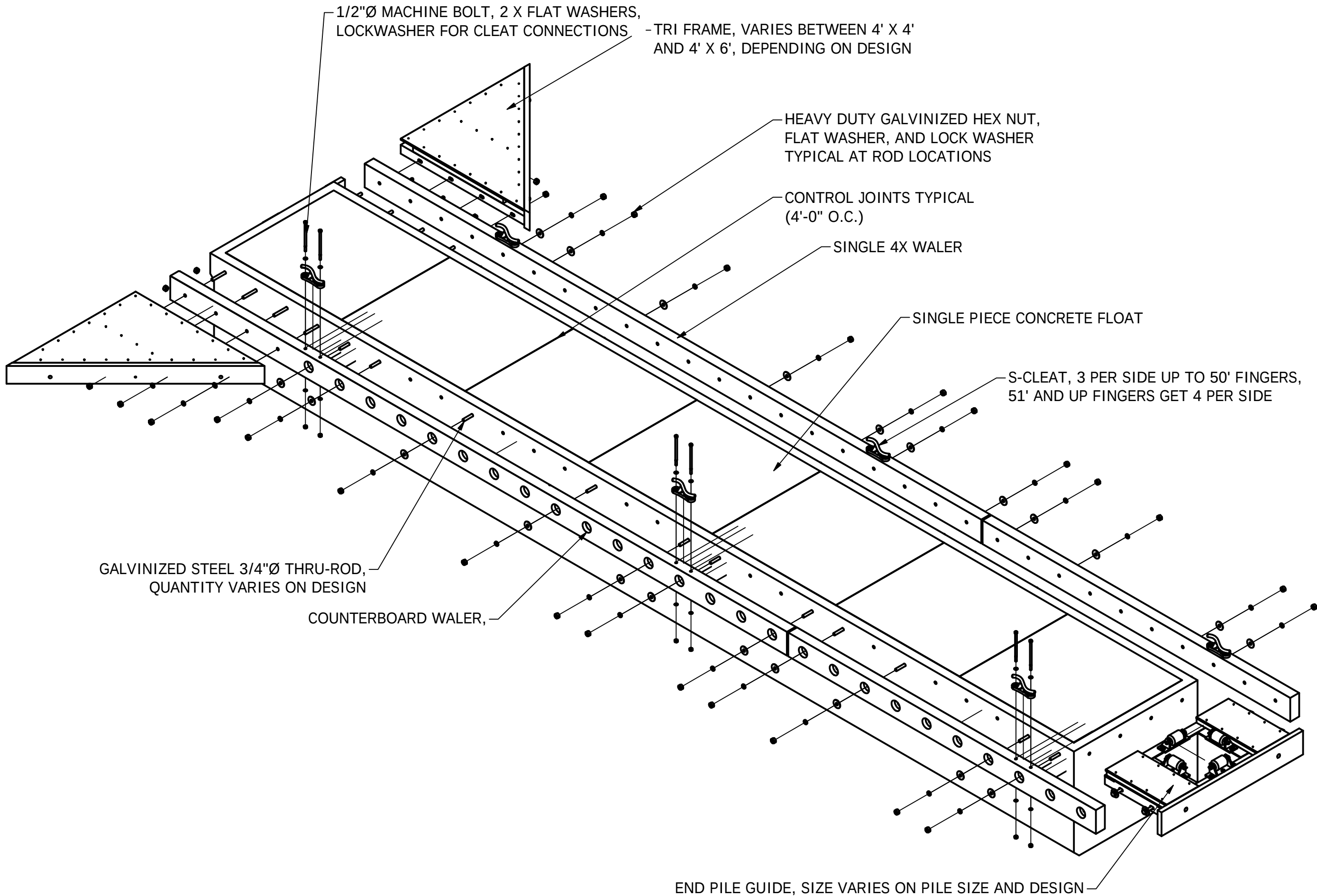
This drawing contains proprietary information which is the property of BELLINGHAM MARINE INDUSTRIES, INC., its affiliate companies, and its consultants and shall not be copied, reproduced, or made available to third parties without prior written permission from BELLINGHAM MARINE INDUSTRIES.

TYPICAL DOCK DETAILS
MAINWALK EXPLODED VIEW

Revisions:

Drawn By: JWC
Date: 3-23-11
Scale:
Project No:

Sheet:
2 of **6**



TYPICAL DOCK DETAILS

FINGER EXPLODED VIEW

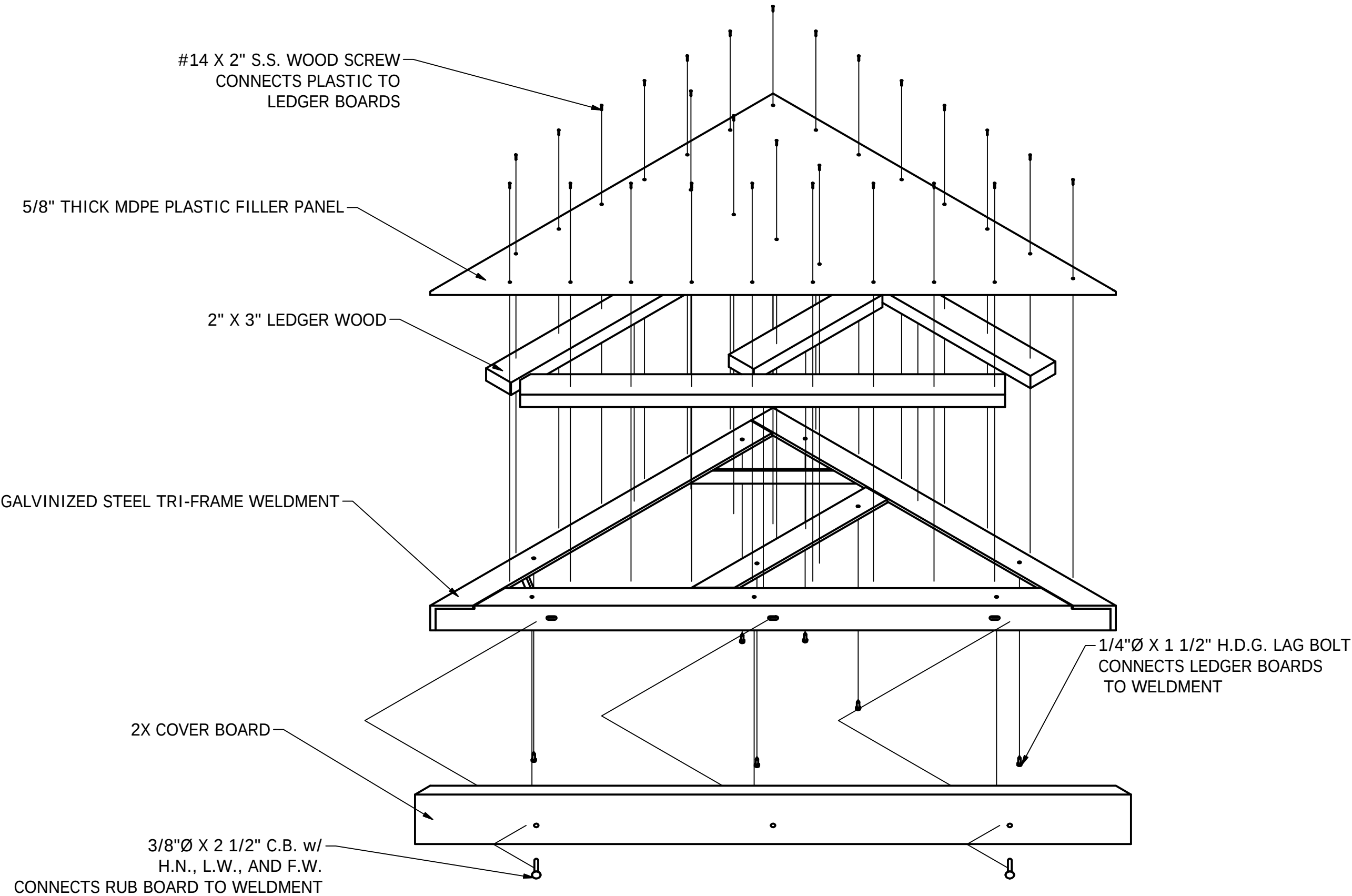
Revisions:

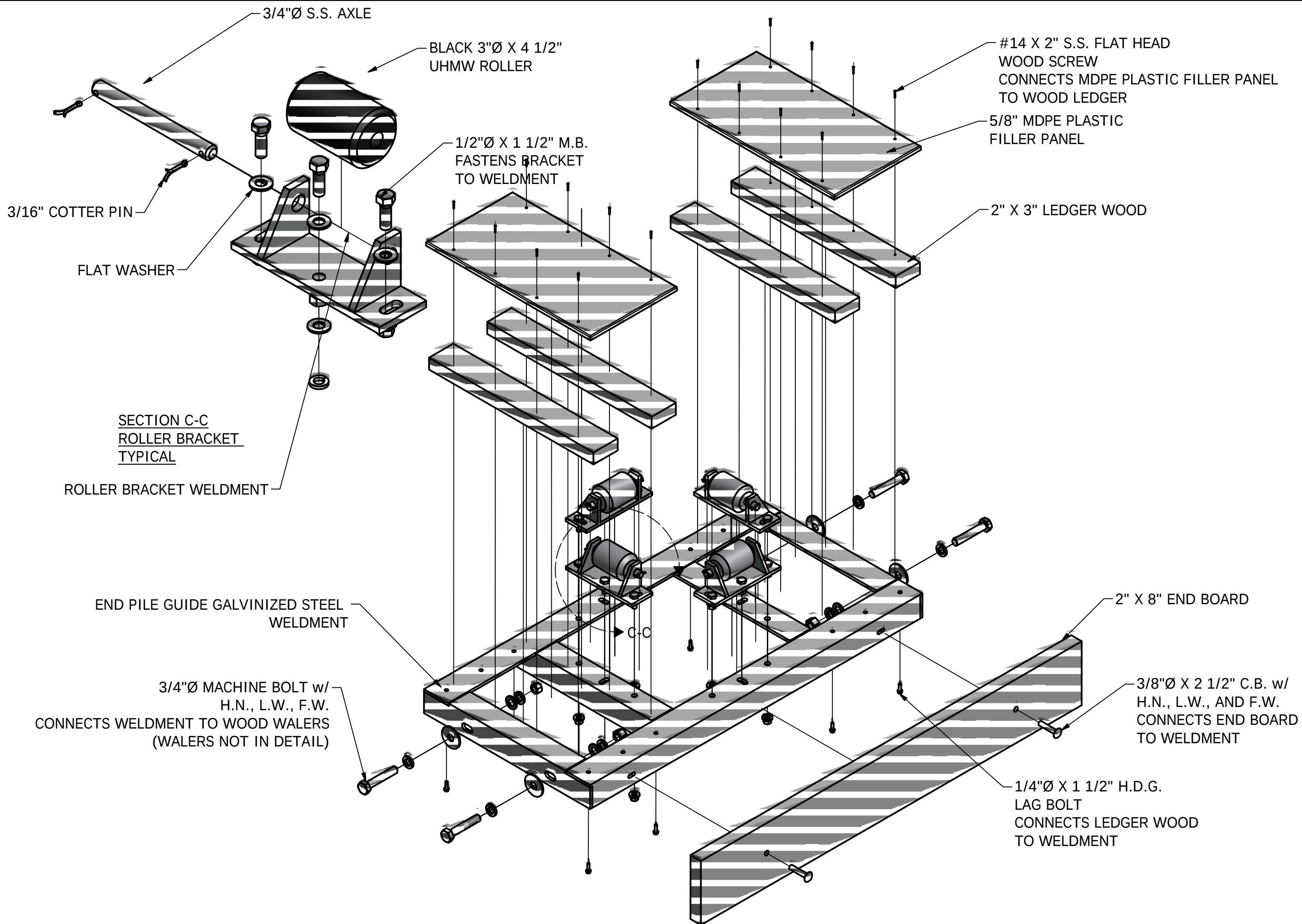
Drawn By: JWC
Date: 3-23-11
Scale:
Project No:

TYPICAL DOCK DETAILS
TRI-FRAME EXPLODED VIEW

Revisions:

Drawn By: JWC
Date: 3-23-11
Scale:
Project No:





TYPICAL DOCK DETAILS

END PILE GUIDE
EXPLODED VIEW

Revisions:

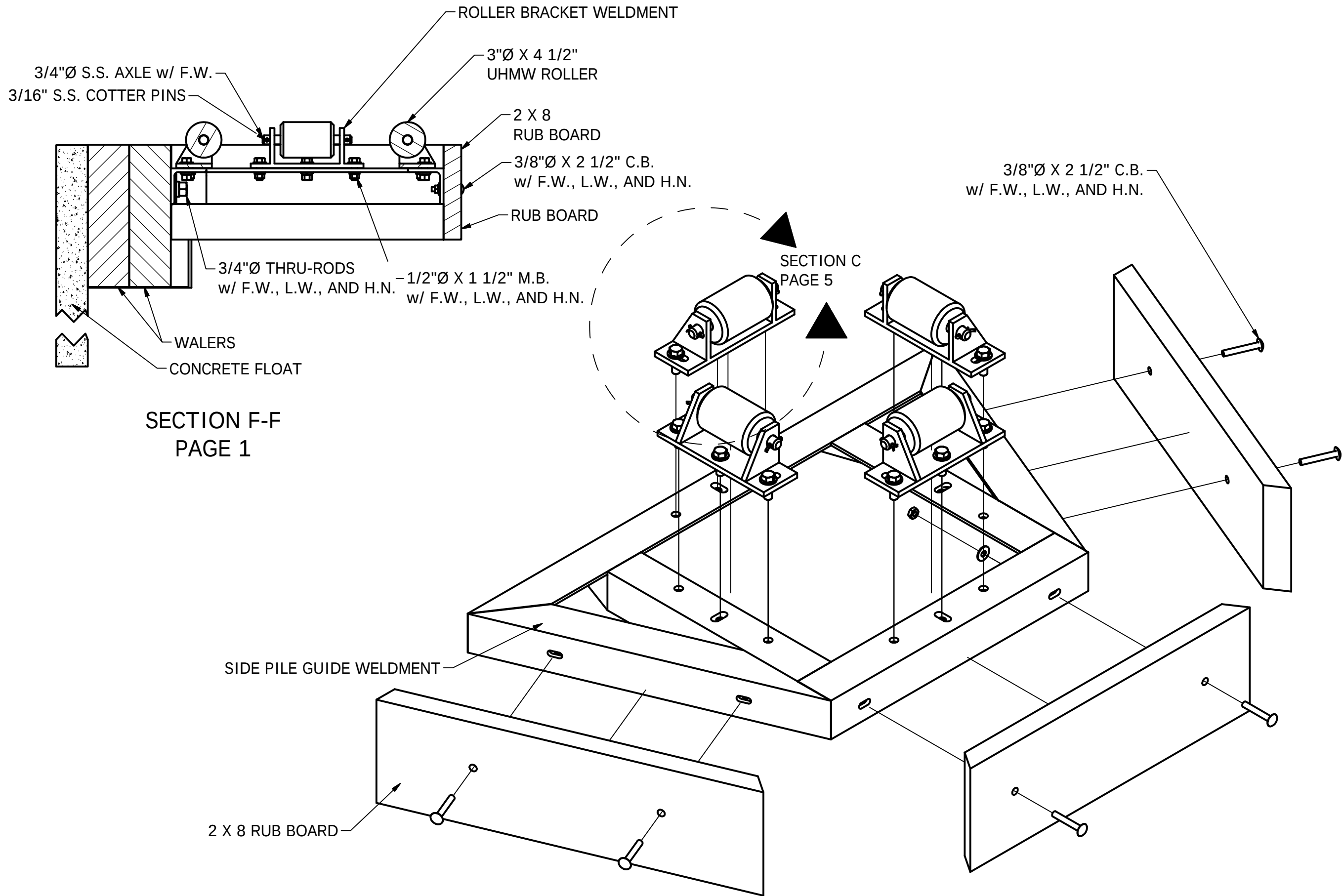
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Date: 3-23-11
Scale:
Project No:

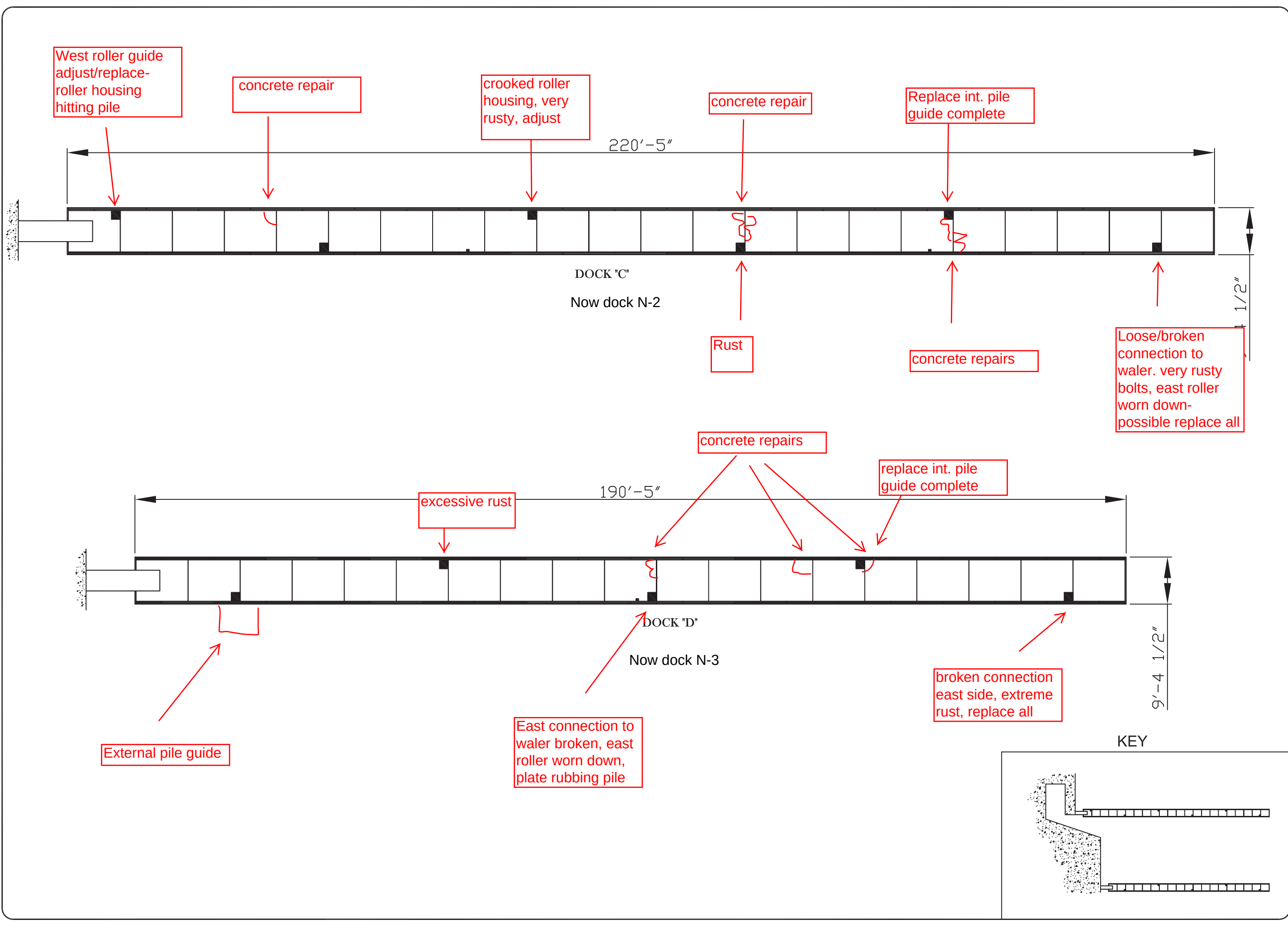
Sheet:
5 of 6

TYPICAL DOCK DETAILS
SIDE PILE GUIDE
EXPLODED VIEW

Revisions:

Drawn By: JWC
Date: 3-23-11
Scale:
Project No:





Bellingham
MARINE
*Innovative harbor
and waterfront solutions*

1813 Dennis Street
Jacksonville, FL 32204
TEL: (904) 358-3362
FAX: (904) 354-4818

UNIFLOAT
*Precision engineered
flotation systems*

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MARINE INDUSTRIES, INC.

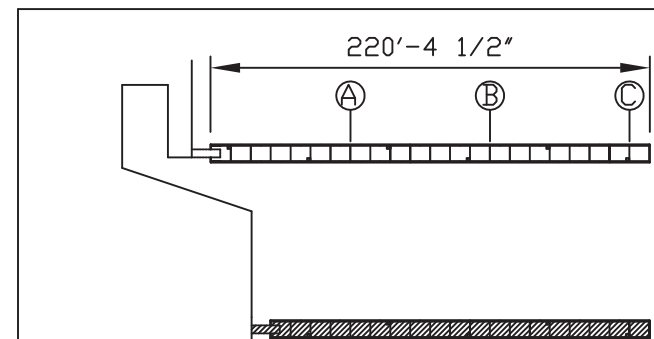
**FERNANDINA HARBOR
DEVELOPMENT
FERNANDINA, FLORIDA**

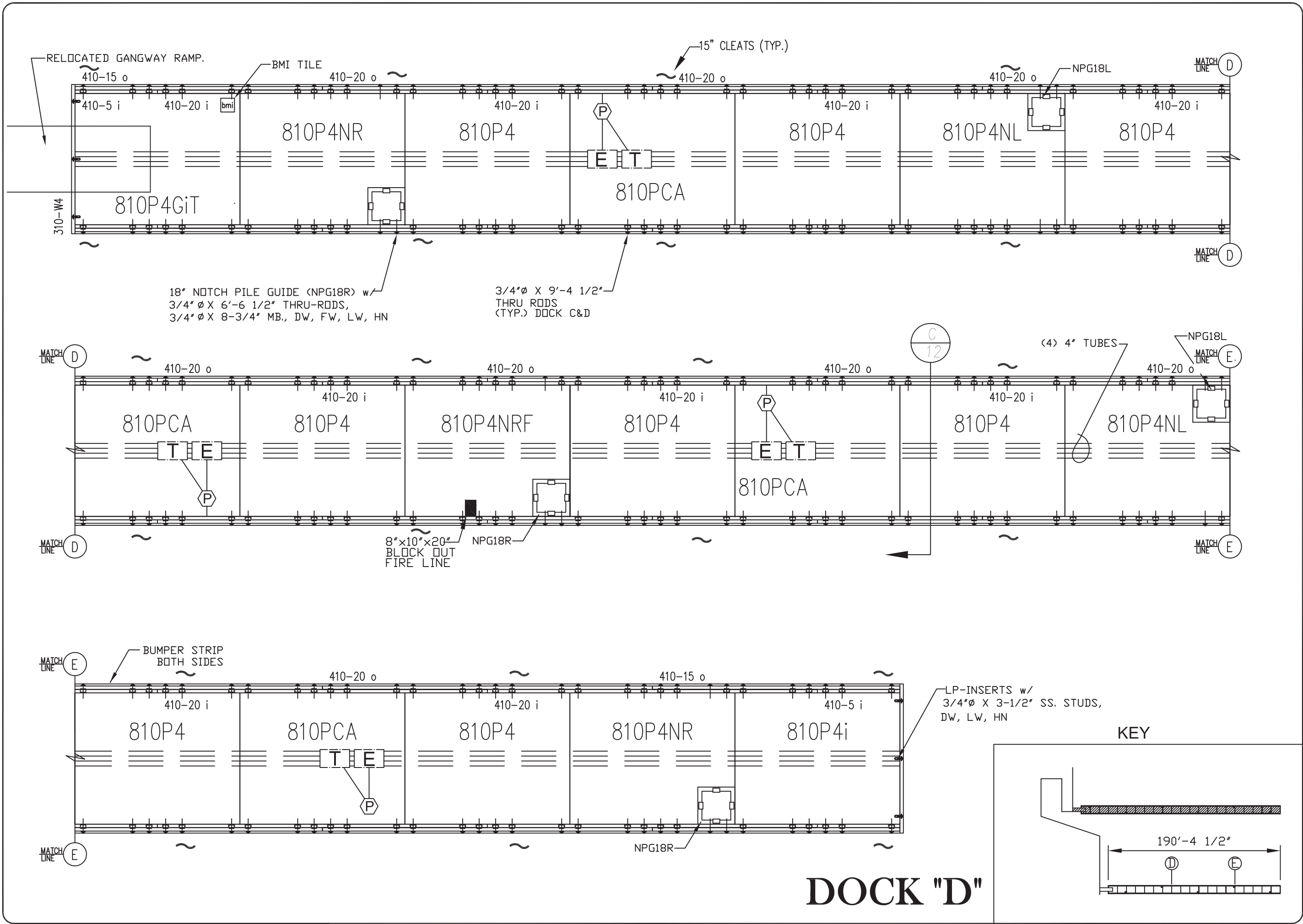
DOCK C & D

Revisions:

Drawn by: JJJ
Date: 5/2/2K
Scale: 1/8"=1'-0"
Project No.
4142
Sheet:
3 of **21**

5000.DWG





Bellingham
MARINE
Innovative harbor
and waterfront solutions
1813 Dennis Street
Jacksonville, FL 32204
TEL: (904) 358-3362
FAX: (904) 354-4818

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Precision engineered
flotation systems

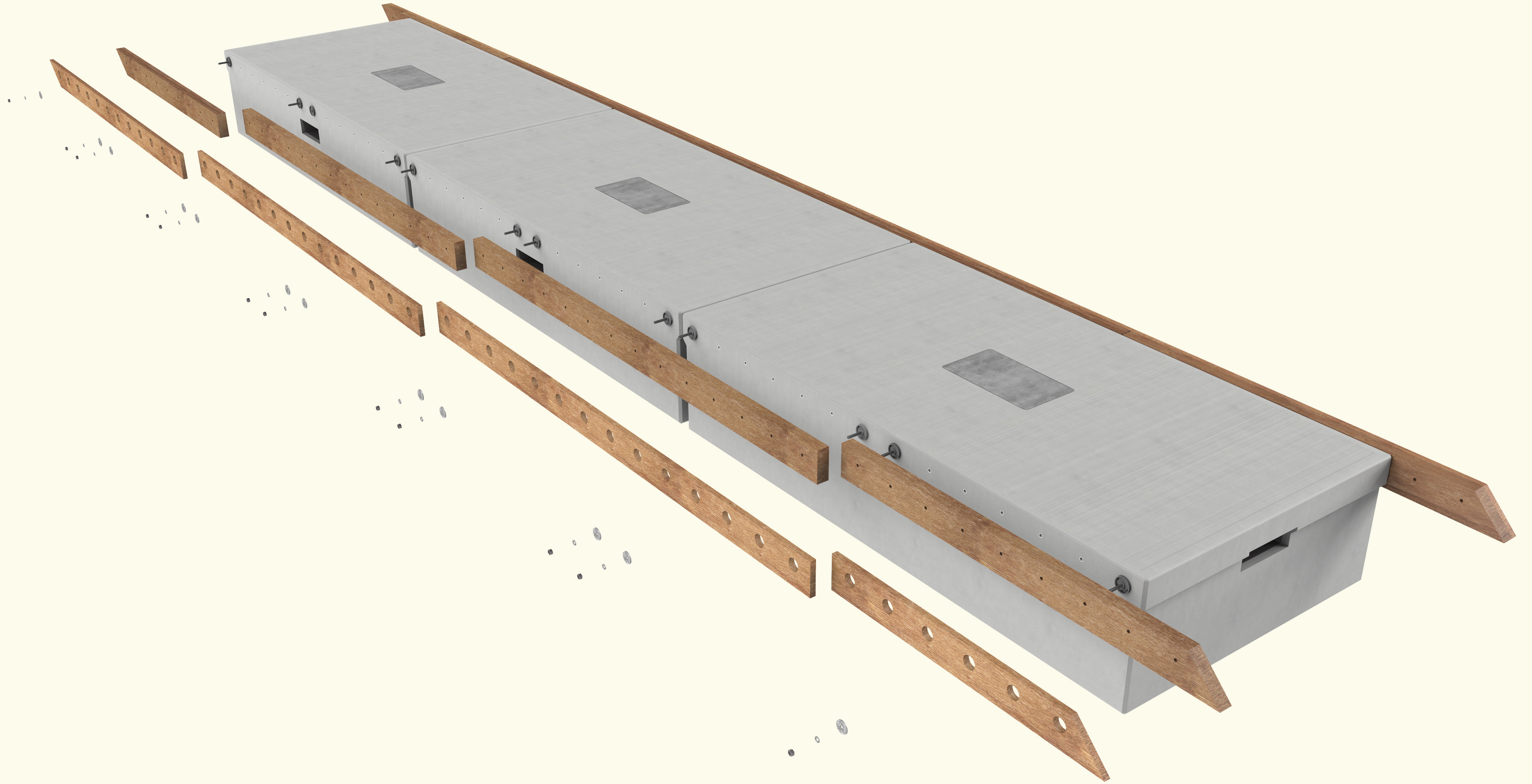
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**FERNANDINA HARBOR
DEVELOPMENT
FERNANDINA, FLORIDA**

DOCK D

Revisions:

Drawn by: JJJ
Date: 5/15/2K
Scale: 3/16"=1'-0"
Project No.



CITY OF FERNANDINA BEACH BID OPENING TALLY

ITB #2020-05 May 14, 2020 2:00pm

Bid Name: Improvements to Existing Bellingham Docks North 2 & 3

Attended by: Cathy Chapman, Joe Springer and Wanda Weeks

DATE/ TIME REC'D	COMPANY NAME/LOCATION	BID - HDG thru rods	BID ALTERNATE FIBERGLASS	A-H	ADDENDUM 1
5/14/2020 12:45	CWA DEVELOPMENT	\$63,851.04	—	✓	✓
5/14/2020 1:48	C & L LANDSCAPE	\$175,400.00	\$182,400.00	✓	✓
5/14/2020 11:00	NORTH CONTRACTING	\$90,450.00	\$99,900.00	✓	NO

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ 182,400.⁰⁰ BID ALTERNATE - HDG through rods \$ 175,400.⁰⁰

Delivered, F.O.B. Fernandina Beach, Florida

Name: C+L Landscape Inc.

Federal Taxpayer ID: 59-3205831

Mailing Address: 1601 E. Duval St-

City, State, & Zip Code: Jax. FL 32202

Telephone: 904-353-6620 Fax: 904-355-5985

Email: Tana@cllandscape.com Submitted By: Tana Hamburger

Title: President

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Tana Hamburger Title: President

Email Address: Tana@cllandscape.com Phone: 904-353-6620

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for 2020-05
Improvements to existing Bellingham Docks Northern Basin Docks
Two and Three
2. This sworn statement is submitted by (entity) CTL Landscape Inc whose business address is
1601 E. Duval St.
Jax, FL 32202 and (if applicable) Federal Employer Identification Number
(FEIN) is 59-3205831 (If a Sole Proprietor and you have no FEIN, include the last four (4)
digits of your Social Security Number: N/A.)
3. My name is Tana
Hamburger and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: C+L Landscape Inc 1601 E. Duval Street

CITY: Jax STATE: FL ZIP CODE: 32202

TELEPHONE NUMBER(S): 904-353-6620

SIGNATURE: Tana Hamburger

NAME (TYPED OR PRINTED): Tana Hamburger TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020-05

Project Description: Improvements to Existing Bellingham Docks
Northern Basin Docks Two and Three

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: C+L Landscape Inc.

Authorized Signature: Iana Hamburger

Title: President

Date: 5/14/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Tana Hamburger Title: President

Signature: Tana Hamburger Date: 5/14/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

C+L Landscape Inc.
Firm

5/14/20
Date

Tana Hamburger
Authorized Signature

Tana Hamburger President
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-05 IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTH 2 AND 3

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-05**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

C+L Landscape Inc.

NAME: Tana Hamburger TITLE: President

ADDRESS: 1601 E. Duval Street

CITY: Jax STATE: FL 32202

AUTHORIZED SIGNATURE: Tana Hamburger DATE: 5/14/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-05 IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTH 2 AND 3

1. What is the current budget for this project? \$65,000
2. Are there any plans available for this project? Drawings were given out at the mandatory pre-bid meeting.
3. Specifications have changed to include concrete repairs. Attached are the updated drawings to include these concrete repairs.
4. Attached are BMI Dock details and diagrams
5. Attached is an Exploded Walkway diagram.
6. **Item #1 Walers** - Please note we are changing the wording from ALL walers on N2 and N3 to be replaced to a specified board foot length.

The total waler replacement = 460 linear ft of 4" x 10" waler- #1 S4S SYP .6 CCA (chromium copper arsenate)

The walers are doubled up (as shown on Detail E, sheet 1 of 6 of the Bellingham layout) and that the 460 feet represents **single** not doubled boards. In other words, the materials list or supplies needed for 460 ft of waler is 460 ft of board, not 920 ft of board.

7. The rod lengths on the specs are different than on the drawings that were provided on the ITB. The rods are listed at 9 Feet 3 in on the drawings that were provided it is 9 ft 4 in 1/2 inches. Please verify. Rod length has been confirmed by Bellingham as 112.5" or 9ft-4(1/2)"
8. Will the individual vessel owners move their own ramps and belongings? Vessels will be moved as necessary for the repairs to be done.
9. Who will move the Sani sailor pump-out system and then reinstall it once the waler boards and rods are installed? The city/marina will work together to remove the system so work can be performed.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CBC1250705

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, GEORGE HENRY SR

C & L LANDSCAPE, INC
1601 EAST DUVAL STREET
JACKSONVILLE FL 32202

LICENSE NUMBER: CUC1225128

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



2019-2020 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2019 through September 30, 2020.

C & L LANDSCAPE
TANA HAMBURGER
PO BOX 23425
JACKSONVILLE, FL 32241

ACCOUNT NUMBER: 16203
BUSINESS NAME: C & L LANDSCAPE
PHYSICAL ADDRESS: 1601 E DUVAL ST
JACKSONVILLE, FL 32202-1513

CLASSIFICATION CODE: 323079 - PUBLIC SERVICE OR REPAIR, NOT SPEC

STATE LICENSE NO:

COUNTY TAX: 50.00
MUNICIPAL TAX: 101.25
TOTAL TAX: 151.25

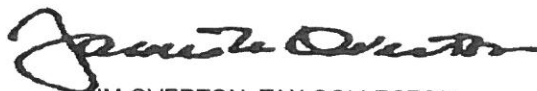
VALID UNTIL September 30, 2020

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.

CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.


JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-4140313.0001-0001 Y02 07/23/2019 151.25

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ unable to use BID ALTERNATE - HDG through rods \$ 63,851.04
fiberglass rods

Delivered, F.O.B. Fernandina Beach, Florida

Name: CWA Development

Federal Taxpayer ID: 94-3433200

Mailing Address: 1082 Midway St. NE

City, State, & Zip Code: Townsend, GA 31331

Telephone: 912-270-3625 Fax: n/a

custommarine construction

Email: @gmail.com Submitted By: Lisa Anderson

Title: Pres.

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Lisa Anderson Title: Pres

Email Address: custommarineconstruction@ Phone: 912-270-3625
gmail.com

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB # 2020-05.
2. This sworn statement is submitted by (entity) CWA Development whose business address is 1082 Midway St NE Townsend GA 31331 and (if applicable) Federal Employer Identification Number (FEIN) is 94-3433200 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Lisa Anderson and my relationship to the entity named above is Owner/Pres.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

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)

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

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

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

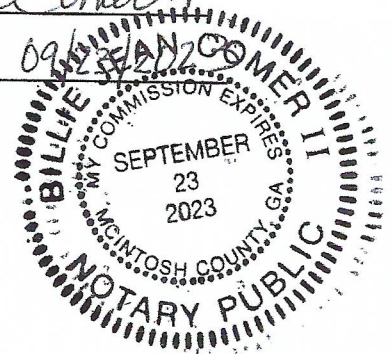
 The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

GEORGIA
STATE OF ~~FLORIDA~~
COUNTY OF MCINTOSH

Lisa Anderson 5/13/20
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 13th day of May, 2020, and is personally known to me, or has provided Valid D/L as identification.

Billie Jean Comer
Notary Public
My Commission expires: 09/23/2023



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

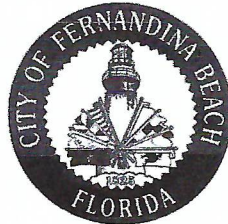
COMPANY: CWA Development
CITY: Townsend STATE: GA ZIP CODE: 31331
TELEPHONE NUMBER(S): 912-270-3625 (cell) 912-832-3848 office
SIGNATURE: Lisa Anderson
NAME (TYPED OR PRINTED): Lisa Anderson TITLE: Pres / Owner

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: # 2020-05

Project Description: Improvements to existing Bellingham Docks northern Basin Docks Two and Three

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: CWA Development

Authorized Signature: Shirley Anderson

Title: Pres/Owner

Date: 4-30-20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Lisa Anderson Title: Pres/Owner

Signature:  Date: 4-30-20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

This sworn statement is submitted by (entity) CWA Development whose business address is 1082 Midway St. NE Townsend, GA 31331 and (if applicable) Federal Employer Identification Number (FEIN) is 94- (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Lisa Anderson and my relationship to the entity named above is Pres/Owner.

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

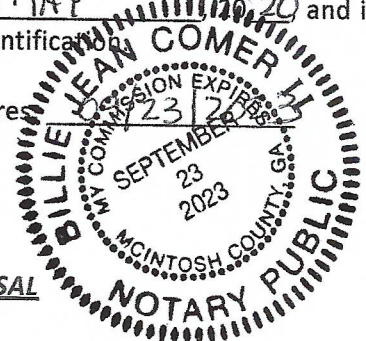
GEORGIA
STATE OF FLORIDA
COUNTY OF MCINTOSH

Lisa Anderson
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 13 day of MAY 2020 and is personally known to me, or has provided GA D/L as identification.

Billie Jean Comer II
Notary Signature

My Commission expires



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

This sworn statement is submitted by (entity) CWA Development whose business address is 1082 Midway St NE Townsend, GA and (if applicable) Federal Employer Identification Number (FEIN) is 94- (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Lisa Anderson and my relationship to the entity named above is Pres/Owner.

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

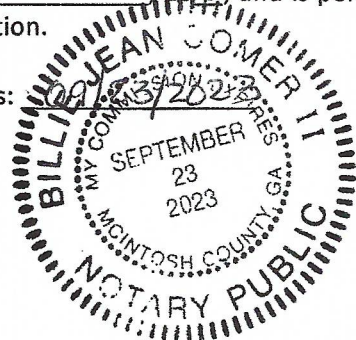
GEORGIA
STATE OF FLORIDA
COUNTY OF MCINTOSH

Lisa Anderson 5/13/2013
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 13 day of MAY 2020 and is personally known to me, or has provided GA D/L as identification.

Billie Jean Comer
Notary Signature

My Commission expires: 09/23/2023



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

CWA Development
Firm

4-30-20
Date

Lisa Anderson
Authorized Signature

Lisa Anderson Pres / Owner
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-05 IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTH 2 AND 3

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of ITB 2020-05. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: LISA ANDERSON-CWA TITLE: Pres. Owner

ADDRESS: 1082 Midway St. NE

CITY: Townsend STATE: GA

AUTHORIZED SIGNATURE:  DATE: 5/11/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-05 IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTH 2 AND 3

1. What is the current budget for this project? \$65,000
2. Are there any plans available for this project? Drawings were given out at the mandatory pre-bid meeting.
3. Specifications have changed to include concrete repairs. Attached are the **updated drawings** to include these concrete repairs.
4. Attached are BMI Dock details and diagrams
5. Attached is an Exploded Walkway diagram.
6. **Item #1 Walers** - Please note we are changing the wording from ALL walers on N2 and N3 to be replaced to a specified board foot length.

The total waler replacement = 460 linear ft of 4" x 10" waler- #1 S4S SYP .6 CCA (chromium copper arsenate)

The walers are doubled up (as shown on Detail E, sheet 1 of 6 of the Bellingham layout) and that the 460 feet represents **single** not doubled boards. In other words, the materials list or supplies needed for 460 ft of waler is 460 ft of board, not 920 ft of board.

7. The rod lengths on the specs are different than on the drawings that were provided on the ITB. The rods are listed at 9 Feet 3 in on the drawings that were provided it is 9 ft 4 in 1/2 inches. Please verify. Rod length has been confirmed by Bellingham as 112.5" or 9ft-4(1/2)"
8. Will the individual vessel owners move their own ramps and belongings? Vessels will be moved as necessary for the repairs to be done.
9. Who will move the Sani sailor pump-out system and then reinstall it once the waler boards and rods are installed? The city/marina will work together to remove the system so work can be performed.

CERTIFICATE OF LIABILITY INSURANCE

Date
5/11/2020

Producer: Plymouth Insurance Agenc
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

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: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage

NAIC #

Insurer A: Lion Insurance Company

11075

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 LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2020	01/01/2021	☒ WC Statutory Limits	☐ OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 93-67-166

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

CWA Development, Inc

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: GA.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:

ISSUE 12-18-19 (BP). REISSUE 05-11-20 (SS)

Begin Date: 2/28/2018

CERTIFICATE HOLDER

CITY OF FERNANDINA BEACH FLORIDA

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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/20

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 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 Corporate Insurance Services 2295 Parklake Dr. Ste 160 Atlanta GA 30345		CONTACT NAME: PHONE (A/C, No, Ext): (770) 939-2008 E-MAIL ADDRESS: graham@corpins.net FAX (A/C, No): (404) 529-4752	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Marine Underwriters of America	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED CWA Development, Inc. dba Custom Marine Construction 1082 Midway St Ne Townsend GA 31331	NAIC #
--	---------------

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	y	y	CPP 677262	5/30/19	5/30/20	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000	
OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
UMBRELLA LIAB ☐ EXCESS LIAB							EACH OCCURRENCE \$
☐ OCCUR ☐ CLAIMS-MADE							AGGREGATE \$
DED ☐ RETENTION \$ ☐							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☒ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Marine Liability P&I Hull Coverage	y	y	CPP 677262	5/30/19	5/30/20	\$ 1,000,000 \$ 83,500 Hull

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

CERTIFICATE HOLDER

CANCELLATION

City of Fernadina Beaxch 204 Ash St Fernadina Beach, FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <GAM>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2020

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  DON MASON STATE FARM 4607 NEW JESUP HWY BRUNSWICK, GA 31520		CONTACT NAME: SHERRY SAVAGE PHONE (A/C, No, Ext): 9122657643 FAX (A/C, No): 9122657994 E-MAIL ADDRESS: SHERRY@DONMASONAGENCY.COM	
INSURED LISA ANDERSON 1082 MIDWAY ST NE TOWNSEND, GA 31331		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENL 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 \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		919 6206-D31-11	10/31/2019	04/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below					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)
CUSTOM MARINE CONSTRUCTION
2017 FORD F350SD 1FTBF3A68HEC74637

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 
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CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: \$ 99,900.00 BID ALTERNATE - HDG through rods \$ 90,450.00

Delivered, F.O.B. Fernandina Beach, Florida

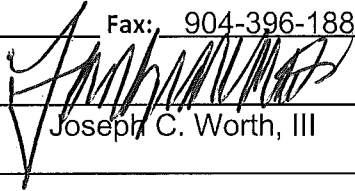
Name: Worth Contracting, Inc.

Federal Taxpayer ID: 59-1969760

Mailing Address: 2112 Jernigan Road

City, State, & Zip Code: Jacksonville, FL 32207

Telephone: 904-396-6363 Fax: 904-396-1888

Email: wci@worthcontractinginc.com Submitted By: 

Title: Vice President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Sandra Lawrence Title: Office Manager

Email Address: slawrence@worthcontractinginc.com Phone: 904-396-6363 ext. 24

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for BID #2020-05.
2. This sworn statement is submitted by (entity) Worth Contracting, Inc. whose business address is 2112 Jernigan Road Jacksonville, FL 32207 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1969760 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Joseph C. Worth, III and my relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #2020-05

IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

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

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

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

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

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

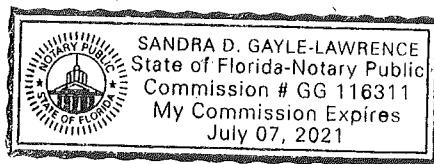
Signature Joseph C. Worth, III

Date: 5/14/2020

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 14th day of may, 2020, and is personally known to me, or has provided _____ as identification.



Sandra D. Gayle-Lawrence
Notary Public

My Commission expires: July 7th, 2021

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

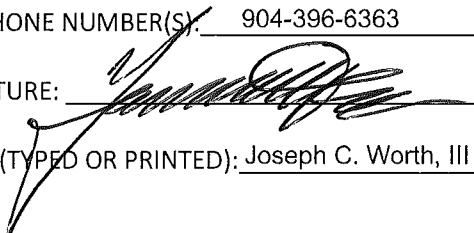
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about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

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

COMPANY: Worth Contracting, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32207

TELEPHONE NUMBER(S): 904-396-6363

SIGNATURE:  _____

NAME (TYPED OR PRINTED): Joseph C. Worth, III TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: BID #2020-05

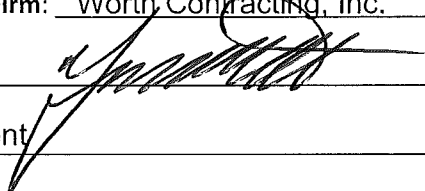
Project Description: IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS
NORTHERN BASIN DOCKS TWO AND THREE

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Worth Contracting, Inc.

Authorized Signature: 

Title: Vice President

Date: 5/14/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE**

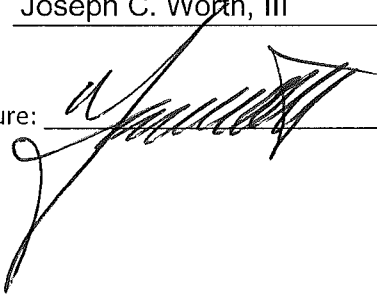
EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Joseph C. Worth, III Title: Vice President

Signature:  Date: 5/14/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Bid #2020-05.

This sworn statement is submitted by (entity) Worth Contracting, Inc. whose business address is 2112 Jernigan Road Jacksonville, FL 32207 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1969760 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joseph C. Worth, III and my relationship to the entity named above is Vice President.

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

Signature Joseph C. Worth, III

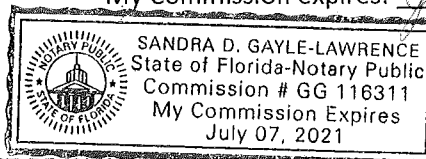
Date: 5/14/2020

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 14th day of May, 2020, and is personally known to me, or has provided _____ as identification.

Sandra D. Gayle-Lawrence
Notary Signature

My Commission expires: July 7th, 2021



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "G"

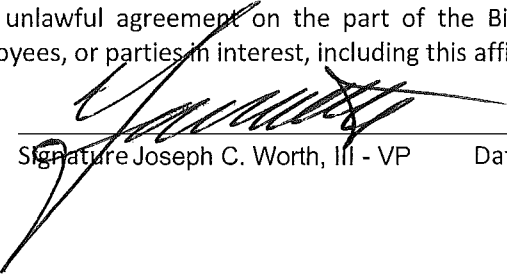
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Bid #2020-05.

This sworn statement is submitted by (entity) Worth Contracting, Inc. whose business address is 2112 Jernigan Road Jacksonville, FL 32207 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1969760 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joseph C. Worth, III and my relationship to the entity named above is Vice President.

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


Signature Joseph C. Worth, III - VP Date: 5/14/2020

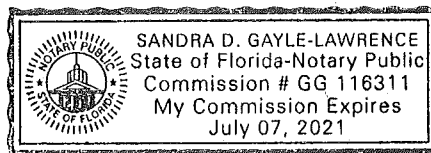
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 14th day of May, 2020, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: July 7th, 2021



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Worth Contracting, Inc.

5/14/2020

Firm

Date

Authorized Signature

Joseph C. Worth, III - Vice President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2020

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

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

PRODUCER Hub International Florida 10739 Deerwood Park Blvd., Suite 200 Jacksonville FL 32256	CONTACT NAME: Jessica Rainey		
	PHONE (A/C, No, Ext): 904-446-3138	FAX (A/C, No): 904-396-7432	
	E-MAIL ADDRESS: Jessica.Rainey@hubinternational.com		
INSURED Worth Contracting Inc 2112 Jernigan Rd. Jacksonville FL 32207	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Interstate Insurance Company		31895
	INSURER B: Western World Insurance Company		13196
	INSURER C: Westfield Companies		24112
	INSURER D: Starstone Insurance Limited		25496
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1351979416 **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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	NPP8697348	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CWP9694293	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	88434U203ALI	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL2885242020	4/1/2020	4/1/2021	☒ PER STATUTE ☐ OTH-ER USL&H Included E.L. EACH ACCIDENT \$ 1,000,000 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)

CERTIFICATE HOLDER

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Worth Contracting, 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. 2112 Jernigan Road	Requester's name and address (optional)
	6 City, state, and ZIP code Jacksonville, Florida 32207-6608	
7 List account number(s) here (optional)		

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	-	1	9	6	9	7	6 0

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 ►

Nathaniel S. Worth, Pres

Date ► 3/1/2020

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.



2019-2020 LOCAL BUSINESS TAX RECEIPT
JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 630-1916, option 3 Fax: (904) 630-1432
www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2019 through September 30, 2020.

WORTH CONTRACTING, INC
KATHERINE G WORTH
2112 JERNIGAN RD
JACKSONVILLE, FL 32207-6608

ACCOUNT NUMBER: 9933
BUSINESS NAME: WORTH CONTRACTING, INC
PHYSICAL ADDRESS: 2112 JERNIGAN RD
JACKSONVILLE, FL 32207-6608

CLASSIFICATION CODE: 307001 - CONTRACTOR- ALL TYPES

STATE LICENSE NO: CGC056635

COUNTY TAX: 22.50
MUNICIPAL TAX: 81.25
TOTAL TAX: 103.75

VALID UNTIL September 30, 2020

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.


JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.
PAID-501352.0001-0001 Y02 08/16/2019 103.75



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WORTH, KATHERINE GARCES

WORTH CONTRACTING INC
2112 JERNIGAN ROAD
JACKSONVILLE FL 32207-6608

LICENSE NUMBER: CGC056635

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-83
Award of Bid # 2020-03 - CBI dba Cole Builders

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-83

SYNOPSIS: The City solicited competitive bids for the construction of Simmons Park. This project was published as Invitation to Bid (ITB)# 2020-03 on April 25, 2020. Bids were received and opened on May 28, 2020. CBI dba Cole Builders submitted the lowest bid in the amount of \$320,872. Staff recommends awarding Bid #2020-03 to CBI dba Cole Builders for this project.

FISCAL IMPACT: Funds in amount of \$320,872 are available in Capital Expansion Fund, Recreation Improvements account, 3107200 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-83.

Dale L. Martin, City Manager	6/4/2020
Pauline Testagrose, Comptroller	6/4/2020
Tammi E. Bach, City Attorney	6/5/2020

Date: May 26, 2020

Submitted By: Nan Voit, Parks & Recreation Director

COMMISSION ACTION: Adopt

RESOLUTION 2020-83

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #2020-03 TO CBI DBA COLE BUILDERS FOR THE CONSTRUCTION OF SIMMONS ROAD PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for Simmons Road Park Construction via Invitation to Bid (ITB) #2020-03 on April 25, 2020; and

WHEREAS, after review and consideration of the bids received on May 28, 2020, staff recommends awarding Bid #2020-03 to the lowest qualified bidder, CBI dba Cole Builders in an amount not to exceed \$320,872; and

WHEREAS, funding is available in the Capital Expansion Fund, Recreation Improvements account, 3107200 56300.

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

SECTION 1. The City Commission hereby awards Bid #2020-03 to CBI dba Cole Builders in the amount of \$320,872 for Simmons Road Park Construction.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute any documents pertaining to the bid awardment upon review and approval of the City Attorney.

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

ADOPTED this 16th day of June, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **CONSTRUCTION OF SIMMONS ROAD PARK**.

A **mandatory pre-bid** meeting is scheduled for **10:00am, May 7, 2020 at, 1650 Simmons Road, Fernandina Beach, FL 32097**.

The City will receive sealed bids at the location stated below not later than **2:00pm, May 28, 2020**.

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

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS AND “ATTACHMENT A”, “SAMPLE” CONTRACT FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #2020-03** and addressed to:

City of Fernandina Beach
Attn: City Clerk’s Office – **ITB#2020-03**
204 Ash Street
Fernandina Beach, FL 32034

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

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies, 1 electronic copy, CD or thumb drive**), hereto attached as **“Exhibit A”**. The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a **“Public Entity Crimes”**, herein provided as **“Exhibit B”**, **“Drug-Free Workplace Certification”** herein provides as **“Exhibit C”**, **“E-Verify Statement”** herein provided as **“Exhibit D”**, **“Proposer Acknowledgements and Agreements”**, herein provided as **“Exhibit E”**, **“Conflict of Interest”**, herein provided as, **“Exhibit F”**, **“Non-Collusion Affidavit”**, herein provided as **“Exhibit G”** and **“Dispute Disclosure”**, herein provided as **“Exhibit H”**.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

SCOPE OF WORK/SPECIFICATIONS

See attached drawings for detailed specifications –

This project consists of the installation of a parking lot, sidewalks, a walking path, a pavilion, and a restroom facility at 1650 Simmons Road, Fernandina Beach, FL. All site work will be performed by the contractor.

Provide an **alternate bid** for the concrete trail using Kafka Granite (decomposed granite path material).

Nassau County right of way permits for utilities (7244) and driveway (9806) have been obtained as well as the St. Johns River Water Management District permit number 161542-1.

The contractor is responsible for obtaining the required City of Fernandina Beach permits.

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weeks, Purchasing Agent, wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weeks, wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening. If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

CONTRACTOR PERSONNEL

1. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACTOR that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.
2. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Scope of Work/Specifications, all services (and items incidental thereto) and work provided by CONTRACTOR shall conform to the following:

PROJECT SCHEDULE

CONTRACTOR shall begin no later than thirty calendar (30) days from issuance of Purchase Order or notice to proceed; all work must be completed **within one hundred twenty (120) calendar days of startup.**

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by Parks and Recreation Director or designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.
2. CONTRACTOR may set up equipment onto the job-site without commencing work for a maximum of seven (7) calendar days. Location of equipment storage will be provided by the Parks and Recreation Director or designee.
3. CONTRACTOR will, prior to any delay submit notification of delay in writing within five (5) calendar days to Parks and Recreation Director.
4. CONTRACTOR shall submit documentation explaining the cause of delay. CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of time.
5. CONTRACTOR shall arrange with the Parks and Recreation Director or designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, right of way, driveway, etc. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements, and dressings to damaged materials, to the approval

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
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of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's Parks and Recreation Director and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.

2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.
3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.
4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.
5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.
6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

1. CONTRACTOR shall be aware that this project is subject to public and private vehicular and pedestrian traffic at all times.
2. CONTRACTOR shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.
3. CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, vehicles, utilities, and work of any kind against damage or interruptions of service, which may result from the operations of the CONTRACTOR.
4. CONTRACTOR shall provide Safety Data Sheets: If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this the contract period, CONTRACTOR shall furnish Safety Data Sheets to the Parks and Recreation Director or designee prior to commencing this project.
5. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
6. CONTRACTOR shall have a person, which is on their payroll and with **the authority to make decisions, on site at all times.**

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REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the Parks and Recreation Director or designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspection will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents. CITY may require special inspection or testing of the work.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.
4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY, after three (3) days written notice to CONTRACTOR without correction, may correct the deficiencies through CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the project is complete in detail and finish, and free of hazardous conditions. The material warranty must be one year with a workmanship warrant of one year.
2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.
3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

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LIQUIDATED DAMAGES

See attached contract form

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

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GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type their name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

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

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5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

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- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified

Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

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

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13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION-CONSTRUCTION

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

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

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

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

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Contractor/Vendor. The amount of insurance shall not be less than ONE Million (\$1,000,000) per occurrence and aggregate.

- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor], and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], and [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

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14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program.

CONTRACTOR/ VENDOR must state on Exhibit "A" Contact Sheet/Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

16. FEDERAL GRANT MONEY

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

17. LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement.

CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

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EXHIBITS

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

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EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Construction of Simmons Road Park with concrete trail \$ _____

Alternate Bid – Construction of Simmons Road Park with Kafka Granite Trail \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____ Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "B"

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

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

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

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power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

My name is _____ and my relationship to the entity named above is _____.

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

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

Notary Signature My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

My name is _____ and my relationship to the entity named above is _____.

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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"ATTACHMENT A"

CITY OF FERNANDINA BEACH

"SAMPLE CONTRACT"

**CONTRACT AND GENERAL CONDITIONS
FOR
CONSTRUCTION SERVICES**

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

PROJECT:

CONTRACTOR:

ARCHITECT/ENGINEER:

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The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

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

2. Intent of Contract Documents

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

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

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

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

ARTICLE 3 - COMMENCEMENT DATE

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

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

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work within fourteen (14) calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than 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 **"TBD"** and **"TBD"** 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 **"TBD"** for each calendar day that the Work remains

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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 re-inspection fees as set forth in the specifications.

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

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

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

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

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

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

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

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

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

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

Subtract the aggregate of previous payments made by the Owner.

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

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

2. Final Payment

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

3. Certifying a Schedule of Values

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

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

4. Contractor Applications for Payment

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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:

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- 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,

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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.

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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.

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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.

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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.

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

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

14. Correcting Rejected Work

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

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a

written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if 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.

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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

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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.

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- 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.

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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.

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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.

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- 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

CITY OF FERNANDINA BEACH, FLORIDA
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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.

CITY OF FERNANDINA BEACH, FLORIDA
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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".

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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,

CITY OF FERNANDINA BEACH, FLORIDA
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and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Force Majeure

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

8. Contractor Not A Third Party Beneficiary

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

9. Public Records Law and Obligations

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

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

OWNER: The City of Fernandina Beach

Dale L. Martin, City Manager

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR:

Contractor's Name:

Title/Officer

ATTEST -

CITY OF FERNANDINA BEACH, FLORIDA
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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.

CITY OF FERNANDINA BEACH, FLORIDA
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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.

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

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. Do you have a plan for the water/sewer at the bathrooms? Is there a lift station or septic? Where do we tie in? Do we tie into city water or will there be a well? **This should be on the plans. The lift station model is DH071-74**
2. Could you let me know the specs for the plumbing fixtures or an allowance amount? Also, do you want CPVC, PEX or copper piping? **CPVC**
3. Does the restroom get air conditioning? **No**
4. Is there a lighting/electrical plan for the parking lot, the pavilion and restroom? **Electrical to be provided per restroom pavilion plans**
5. Do you have a detail for the rain garden? **This is just a graded depression, no special landscaping, etc.**
6. What will the interior floor and wall covering be in the restrooms? **Floors – Epoxy, Walls – Painted Hardieboard board and batten system**
7. Is there a landscape plan? **Not as part of this bid**
8. On sheet GE-2 (5 of 12) there is a 8,254 SF playground area that states “Final Playground Design & Equipment Layout T.B.D.” What are bidders to include in this area? **Nothing to be included for this area**
9. There are 20 bike corral spaces shown. Please provide specification. **Bike racks to be provided by owner and installed by contractor**
10. Specification for fountain. **Fountain with bottle filler to be provided by owner and installed by contractor**
11. Is the gravel parking area to receive striping? Lines are shown. **No lines. Add 9 concrete wheel stops to parking area**
12. Please clarify sod limits. **No sod as part of contractor scope**
13. Stabilization of the ground and excavation of the pond? **Sides of pond to be stabilized and prepped for sod**
14. The utility plan does not show a power plan or source for power. Please clarify so ` Electrical Scope. **Meter/disconnect to be located at restroom pavilion building. Coordinate with utility provider**
15. Sewer specification? **County requires jack and bore**
16. Impact fees are part of the City permits. **Yes**
17. Where is the Water location? **Refer to utility plans**
18. Length of the sidewalk – **primary loop is ¼ mile long**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

19. Stormwater management, Geo Tech Plans, etc. **Geotechnical Analysis was not conducted. NRCS Soil Survey data was utilized since the site is in a natural state. A copy of the soil survey data is provided for reference.**
20. Is vegetation to serve as a buffer? **The Vegetative Natural Buffers are a part of the stormwater management system. These areas are required to be left in a natural state and cannot be altered or under brushed. Please refer to the Sheets LS-1 and LS-2.**
21. City Arborist, Dave Holly, will be available on site to make sure the tree protection code is followed.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. Clarify the installation of the ribbon curbs per the detail on page DT-1? Does the ribbon curb go around the entire gravel parking area? **The intent is to have a ribbon curb around the perimeter of the parking lot and driving aisles. Otherwise there would be nothing to contain the gravel. The exception would be against the sidewalk, where the edge would be turned down to form the containment.**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. The plans for the pavilion and restrooms show standing seam aluminum roofing over 2x4 purlins/sleepers. Please provide a specific thickness for the roofing.
"0.040" Aluminum
2. The information regarding standing seam is not an approved installation over purlins. It must be installed over plywood. Please provide a specification for the plywood and thickness. Since this is non-habitable space within the buildings, installation to purlins should be acceptable. If for some reason a warranty or code compliance cannot be obtained without the use of plywood, 17/32" APA Rated Roof Sheathing should be used.
3. What is the finishing, once the area is cleared; stump grounding how far, keep or remove any dust millings. The stumps to be completely gone and the dust millings removed.

CITY OF FERNANDINA BEACH BID OPENING TALLY

ITB #2020-03 May 28, 2020 2:00pm

Bid Name: Simmons Road Park Concstruction

Attended by: Nan Voit and Wanda Weeks

DATE/ TIME REC'D	COMPANY NAME/LOCATION	BID w/Concrete Path	BID ALTERNATE Kafka Granite	A-H	ADDENDUMS 1-3
5/28/2020 8:06am	Hayward Construction Group Jacksonville, FL	\$728,700.00	\$906,070.00	√	√
5/28/2020 1:41pm	Core Construction Company Jacksonville, FL	\$403,000.00	ADD \$33,000.00	√	√
05/28/2020 1:17pm	Jax Utilities Mgmt, Inc. Jacksonville, FL	\$402,516.00	No Bid	√	√
5/28/2020 11:40am	Dunmar Group, Yulee, FL	\$441,158.00	\$481,033.00	√	√
5/28/2020 10:52am	Cole Builders (CBI), Fernandina Beach, FL	\$344,500.00	\$320,872.00	√	√
5/28/2020 1:53pm	Thomas May Construction Co Orange Park, FL	\$500,000.00	No Bid	√	√

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBITS

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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Construction of Simmons Road Park with concrete trail \$ 344,500.00

Alternate Bid – Construction of Simmons Road Park with Kafka Granite Trail \$ 320,872.00

Name: CBI dba Cole Builders

Federal Taxpayer ID: 27-2238703

Mailing Address: 960194 Gateway Blvd, Ste 104

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

Telephone: 904-302-8606 Fax: _____

Email: dale@colebuilders.net Submitted By: W. Dale Cole

Title: President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Pat Gibbs Title: Book Keeper

Email Address: pat@colebuilders.net Phone: 904-302-8606

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "B"

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

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

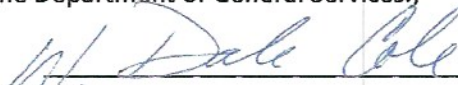
1. This sworn statement is submitted with Bid, Proposal or Contract for Simmons Road Park
2. This sworn statement is submitted by (entity) CBI dba Cole Builders whose business address is 960194 Gateway Blvd, Ste 104 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2238703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is W. Dale Cole and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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


Signature

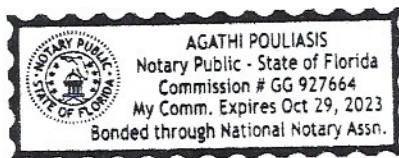
5-27-2020

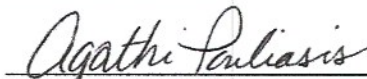
Date:

STATE OF FLORIDA
COUNTY OF Nassau

W. Dale Cole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, W. Dale Cole who, after first being sworn by me, affixed their signature at the space provided above on this 27 day of May, 20 20, and is personally known to me, or has provided _____ as identification.




Notary Public

My Commission expires: 10-29-2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

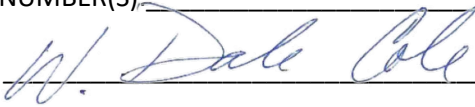
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about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

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

COMPANY: CBI dba Cole Builders

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

TELEPHONE NUMBER(S): 904-302-8606

SIGNATURE: 

NAME (TYPED OR PRINTED): W. Dale Cole TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB2020-03

Project Description: Simmons Road Park

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: CBI dba Cole Builders

Authorized Signature: *W. Dale Cole*

Title: President

Date: 5-27-2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

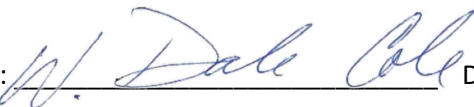
EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: W. Dale Cole Title: President

Signature:  Date: 5-27-2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

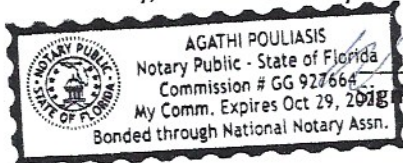
This sworn statement is submitted with Bid, Proposal or Contract for Simmons Road Park.

This sworn statement is submitted by (entity) CBI dba Cole Builders whose business address is 960194 Gateway Blvd, Ste 104 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2238703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is W. Dale Cole and my relationship to the entity named above is President.

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

STATE OF FLORIDA
COUNTY OF Nassau



W. Dale Cole
Signature

5-27-2020
Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 27 day of May, 2020, and is personally known to me, or has provided _____ as identification.

Agathi Poulialis
Notary Signature

My Commission expires: 10-29-2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "G"

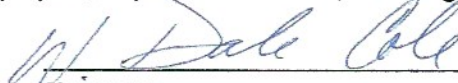
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Simmons Road Park.

This sworn statement is submitted by (entity) CBI dba Cole Builders whose business address is 960194 Gateway Blvd, Ste 104 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2238703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is W. Dale Cole and my relationship to the entity named above is President.

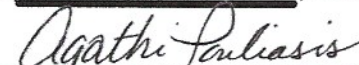
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners,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



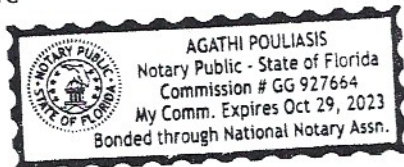
Signature Date: 5-27-2020

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 27 day of May, 2020, and is personally known to me, or has provided _____ as identification.



Notary Signature My Commission expires: 10-29-2023



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO ✓

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO ✓

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

CBI dba Cole Builders

5-27-2020

Firm

Date



W. Dale Cole, President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 1

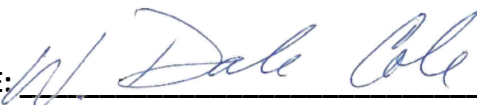
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: W. Dale Cole **TITLE:** President

ADDRESS: 960194 Gateway Blvd, Ste 104

CITY: Fernandina Beach **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 05-27-2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. Do you have a plan for the water/sewer at the bathrooms? Is there a lift station or septic? Where do we tie in? Do we tie into city water or will there be a well? **This should be on the plans. The lift station model is DH071-74**
2. Could you let me know the specs for the plumbing fixtures or an allowance amount? Also, do you want CPVC, PEX or copper piping? **CPVC**
3. Does the restroom get air conditioning? **No**
4. Is there a lighting/electrical plan for the parking lot, the pavilion and restroom? **Electrical to be provided per restroom pavilion plans**
5. Do you have a detail for the rain garden? **This is just a graded depression, no special landscaping, etc.**
6. What will the interior floor and wall covering be in the restrooms? **Floors – Epoxy, Walls – Painted Hardieboard board and batten system**
7. Is there a landscape plan? **Not as part of this bid**
8. On sheet GE-2 (5 of 12) there is a 8,254 SF playground area that states “Final Playground Design & Equipment Layout T.B.D.” What are bidders to include in this area? **Nothing to be included for this area**
9. There are 20 bike corral spaces shown. Please provide specification. **Bike racks to be provided by owner and installed by contractor**
10. Specification for fountain. **Fountain with bottle filler to be provided by owner and installed by contractor**
11. Is the gravel parking area to receive striping? Lines are shown. **No lines. Add 9 concrete wheel stops to parking area**
12. Please clarify sod limits. **No sod as part of contractor scope**
13. Stabilization of the ground and excavation of the pond? **Sides of pond to be stabilized and prepped for sod**
14. The utility plan does not show a power plan or source for power. Please clarify so ` Electrical Scope. **Meter/disconnect to be located at restroom pavilion building. Coordinate with utility provider**
15. Sewer specification? **County requires jack and bore**
16. Impact fees are part of the City permits. **Yes**
17. Where is the Water location? **Refer to utility plans**
18. Length of the sidewalk – **primary loop is ¼ mile long**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

19. Stormwater management, Geo Tech Plans, etc. **Geotechnical Analysis was not conducted. NRCS Soil Survey data was utilized since the site is in a natural state. A copy of the soil survey data is provided for reference.**
20. Is vegetation to serve as a buffer? **The Vegetative Natural Buffers are a part of the stormwater management system. These areas are required to be left in a natural state and cannot be altered or under brushed. Please refer to the Sheets LS-1 and LS-2.**
21. City Arborist, Dave Holly, will be available on site to make sure the tree protection code is followed.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 2

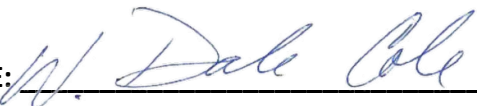
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: W. Dale Cole **TITLE:** President

ADDRESS: 960194 Gateway Blvd, Ste 104

CITY: Fernandina Beach **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 05/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. Clarify the installation of the ribbon curbs per the detail on page DT-1? Does the ribbon curb go around the entire gravel parking area? **The intent is to have a ribbon curb around the perimeter of the parking lot and driving aisles. Otherwise there would be nothing to contain the gravel. The exception would be against the sidewalk, where the edge would be turned down to form the containment.**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 3

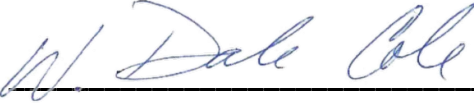
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: W. Dale Cole **TITLE:** President

ADDRESS: 960194 Gateway Blvd, Ste 104

CITY: Fernandina Beach **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 05-27-2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. The plans for the pavilion and restrooms show standing seam aluminum roofing over 2x4 purlins/sleepers. Please provide a specific thickness for the roofing.
"0.040" Aluminum
2. The information regarding standing seam is not an approved installation over purlins. It must be installed over plywood. Please provide a specification for the plywood and thickness. Since this is non-habitable space within the buildings, installation to purlins should be acceptable. If for some reason a warranty or code compliance cannot be obtained without the use of plywood, 17/32" APA Rated Roof Sheathing should be used.
3. What is the finishing, once the area is cleared; stump grounding how far, keep or remove any dust millings. The stumps to be completely gone and the dust millings removed.

SYNOVUS

Synovus Bank, Member FDIC

OFFICIAL CHECK

1000380558

PAY SEVENTEEN THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS

DATE MAY 27, 2020

64-60
611

TO THE ORDER OF
City of Fernandina Beach

REMITTER
BRI Construction, INC.
FOR Simmons Road Park Bid
PAYABLE THROUGH SYNOVUS BANK COLUMBUS, GEORGIA

\$*****17,225.00



Security features included:
Details on back.

[Signature]
AUTHORIZED SIGNATURE

MP

⑈1000380558⑈ ⑆061100606⑆

30135745⑈

© 2019 SYN OVUS BANK



Original

May 28, 2020

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

RE: ITB 2020-03 – Simmons Road Park

Dear Sir or Madam:

We at Core Construction Company of Jacksonville, Inc. appreciate this opportunity to submit our Proposal for the Simmons Road Park Project.

Please find enclosed (1) original (3) Copies, (1) USB

Should you have any questions and /or concerns please feel free to contact our office.

Sincerely,

A handwritten signature in blue ink that reads "Tammy L. Krug". The signature is fluid and cursive, with the first name being the most prominent.

Tammy L. Krug
Project Coordinator
Core Construction Company of Jacksonville, Inc.
8375 Baymeadows Way
Jacksonville FL 32256

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Construction of Simmons Road Park with concrete trail

\$ 403,000—

ADD

Alternate Bid – Construction of Simmons Road Park with Kafka Granite Trail \$ 33,000.00

Name: Core Construction Company

Federal Taxpayer ID: 16-1659018

Mailing Address: 8375 Baymeadows Way

City, State, & Zip Code: Jacksonville FL 32256

Telephone: 904-399-1033

Fax: 904-399-1074

tammy@core-constructionco.com

Email: _____ Submitted By: _____

Title: President

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Kelly Oliver

Title: Accounting Department

Email Address: Kelly@core-constructionco.com

Phone: 904-399-1033

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Simmons Road park.
2. This sworn statement is submitted by (entity) Core Construction Company whose business address is 8375 Baymeadows Way Jacksonville FL 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 16-1659018 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Jay H Chung and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

Signature

Date: 5-27-20

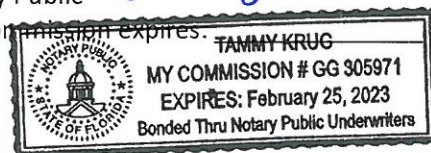
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, 28 who, after first being sworn by me, affixed their signature at the space provided above on this May day of 2020, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission Expires



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Core Construction Company

CITY: Jacksonville STATE: FL ZIP CODE: 32256

TELEPHONE NUMBER(S): 904-399-1033

SIGNATURE: 

NAME (TYPED OR PRINTED): Jay H Chung TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 2020-03

Project Description: Installation of parking lot, sidewalks, walking path, a pavilion, and a restroom facility

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Core Construction Company

Authorized Signature: 

Title: President

Date: 5/28/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Jay H Chung Title: President

Signature:  Date: 5/28/20

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Simmons Road Park.

This sworn statement is submitted by (entity) Core Construction Company whose business address is 8375 Baymeadows Way Jacksonville FL 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 16-1659018 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jay H Chung and my relationship to the entity named above is President.

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

Signature

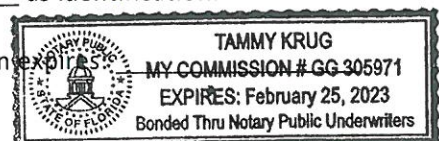
Date: 5-27-20

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 28 day of May, 2020 and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission Expires



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Simmons Road Park.

This sworn statement is submitted by (entity) Core Construction Company whose business address is 8375 Baymeadows Way Jacksonville FL 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 16-1659018 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jay H Chung and my relationship to the entity named above is President.

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

Signature

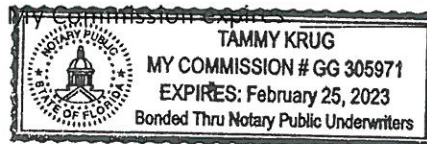
Date: 5-27-20

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 28 day of May, 2020 and is personally known to me, or has provided _____ as identification.

Notary Signature Tammy Krug



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO x

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____ NO x

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES x NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. See Attached

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Core Construction Company

5/28/20

Firm

Date

Authorized Signature

Jay H Chung

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Core Construction Company
8375 Baymeadows Way
Jacksonville, FL 32256

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

The Gray Insurance Company

P.O. Box 6202

Metairie, LA 70009-6202

Mailing Address for Notices

P.O. Box 6202

Metairie, LA 70009-6202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

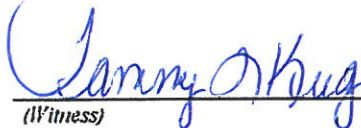
ITB 2020-03 - Simmons Road Park - 1650 Simmons Road, Fernandina Beach, FL 32097

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

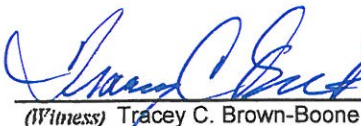
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of May, 2020.


(Witness)

Core Construction Company
(Principal)

By: 
(Title)


(Witness) Tracey C. Brown-Boone

The Gray Insurance Company
(Surety)

By: 
(Title) Kevin Wojtowicz, Attorney-in-Fact

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: N/A

Principal: Core Construction Company

Project: ITB 2020-03 - Simmons Road Park - 1650 Simmons Road, Fernandina Beach, FL 32097

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Kevin Wojtowicz, Daniel F. Oaks, Jessica Reno, Devin Phillips, Richard Zimmerman, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 28 day of May, 2020.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Jay H Chung **TITLE:** President

ADDRESS: 8375 Baymeadows Way

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 5/28/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of ITB 2020-03. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Jay H Chung TITLE: Preisident

ADDRESS: 8375 Baymeadows Way

CITY: Jacksonville STATE: FL

AUTHORIZED SIGNATURE:  DATE: 5/28/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 3

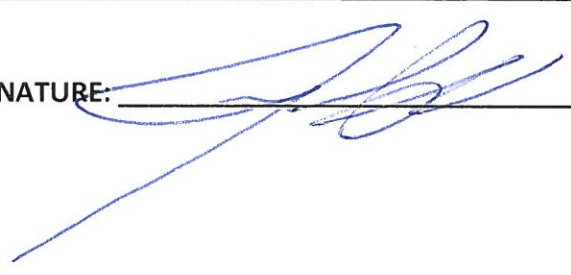
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Core Construction Company **TITLE:** President

ADDRESS: 8375 Baymeadows Way

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 5/28/20



Pending Judgment Claims

- 1) Cove vs City of Green Cove Springs – Core filed a claim against City of Green Cove Springs as they failed to pay retention
- 2) JTA vs Core – JTA filed a claim against Core in 2018 for a project completed in 2013 due to water intrusion. Forensic Investigation is ongoing and shows water intrusion was due to modification done by owner after project was completed and accepted.

State of Florida

Department of State

I certify from the records of this office that CORE CONSTRUCTION COMPANY OF JACKSONVILLE is a corporation organized under the laws of the State of Florida, filed on March 26, 2003.

The document number of this corporation is P03000034724.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 15, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2020*



Randy R. ...
Secretary of State

Tracking Number: 2191261483CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CHUNG, JAY H

CORE CONSTRUCTION COMPANY
8375 BAYMEADOWS WAY
JACKSONVILLE FL 32256

LICENSE NUMBER: CGC1505527

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Minority Business Certification

Core Construction Company of Jacksonville

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

07/18/2018 to 07/18/2020

Erin Rock, Secretary
Florida Department of Management Services



State of Florida

Minority Business Certification

Core Construction Company of Jacksonville

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

07/18/2018 to 07/18/2020



Erin Rock, Secretary
Florida Department of Management Services



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Construction of Simmons Road Park with concrete trail

\$ 441,158.00

Alternate Bid – Construction of Simmons Road Park with Kafka Granite Trail

\$ 481,033.00

Name: Dunmar Group, Inc,

Federal Taxpayer ID: 26-4834062

Mailing Address: 85101 Commercial Park Drive

City, State, & Zip Code: Yulee, FL 32097

Telephone: 904-849-7346 **Fax:** N/A

Email: info@dunmargroup.com **Submitted By:** Loribeth Dunman

Title: President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Mary Courson **Title:** Accounting Manager

Email Address: mary@dunmargroup.com **Phone:** 904-849-7346

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Dunmar Group, Inc..
2. This sworn statement is submitted by (entity) Dunmar Group, Inc. whose business address is 85101 Commercial Park Drive, Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 26-4834062 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
3. My name is Loribeth Dunman and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

Department of General Services.)

Fribech Dunn 5/28/20

Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Joselyn S. [Signature] who, after first being sworn by me, affixed their signature at the space provided above on this 28 day of May, 2020, and is personally known to me or has provided — as identification.

Christine C. Conway
Notary Public
My Commission Expires 10/01/2022

Page 17 of 46

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

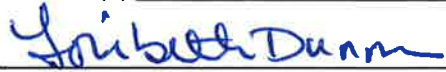
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about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

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

COMPANY: Dunmar Group, Inc.

CITY: Yulee STATE: FL ZIP CODE: 32097

TELEPHONE NUMBER(S): 904-849-7346, 904-583-1946

SIGNATURE: 

NAME (TYPED OR PRINTED): Loribeth Dunman TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: City of Fernandina Beach- Simmons Park Construction Project-ITB 2020-03

Project Description: Installation of a parking lot, sidewalks, a walking path, a pavilion and a restroom facility at 1650 Simmons Road, Fernandina Beach, FL

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Dunmar Group, Inc,

Authorized Signature: Loribeth Dunman

Title: Loribeth Dunman, President

Date: 05/28/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Loribeth Dunman Title: President

Signature:  Date: 05/28/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Dunmar Group, Inc.

This sworn statement is submitted by (entity) Dunmar Group, Inc. whose business address is 85101 Commercial Park Drive, Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 26-4834062 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Loribeth Dunman and my relationship to the entity named above is President.

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

Loribeth Dunman 5/28/20
Signature Date:

STATE OF FLORIDA

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 28 day of May, 2020, and is personally known to me, or has provided — as identification.

Christine E. Connery
CHRISTINE E. CONNERY
NOTARY PUBLIC
COMMISSION # 1621990
EXPIRES: October 01, 2021
STATE OF FLORIDA

My Commission expires: 10-01-2022

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Dunmar Group, Inc.

This sworn statement is submitted by (entity) Dunmar Group, Inc. whose business address is 85101 Commercial Park Drive, Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 26-4834062 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Loribeth Dunman and my relationship to the entity named above is President.

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

Loribeth Dunman 5-28-20
Signature Date:

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 28 day of May, 2020 and is personally known to me, or has provided — as identification.

Christine M. Connelly
Notary Signature


My Commission expires: 10-01-2022

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Dunmar Group, Inc,

05/28/2020

Firm

Date



Loribeth Dunman, President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.



Log In

[Login.gov FAQs](#)

A ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/13/2020 from 8:00 AM to 1:00 PM

Entity Dashboard

DUNMAR GROUP, INC.
DUNS: 832017185 CAGE Code: 6CR43
Status: Active
Expiration Date: 08/09/2020
Purpose of Registration: All Awards

85101 COMMERCIAL PARK DR
Yulee, FL, 32097-4090 ,
UNITED STATES

[Entity Overview](#)

[Entity Registration](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family](#)

[Members](#)

Entity Registration Summary

Name: DUNMAR GROUP, INC.

Business Type: Business or Organization

Last Updated By: Loribeth Dunman

Registration Status: Active

Activation Date: 08/10/2019

Expiration Date: 08/09/2020

Exclusion Summary

Active Exclusion Records? No

[RETURN TO SEARCH](#)



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CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Dunmar Group, Inc, **TITLE:** President

ADDRESS: 85101 Commercial Park Drive

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 05/28/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 2

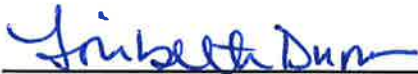
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Dunmar Group, Inc, **TITLE:** President

ADDRESS: 85101 Commercial Park Drive

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 05/28/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Dunmar Group, Inc, **TITLE:** President

ADDRESS: 85101 Commercial Park Drive

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 05/28/2020

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dunmar Group, Inc

85101 Commercial Park Drive

Yulee, FL 32097

OWNER:

(Name, legal status and address)

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

BOND AMOUNT:

Five Percent of Bid Amount (5% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Simmons Park Construction Project

SURETY:

(Name, legal status and principal place of business)

United States Surety Company

One Texas Station Court, Ste. 230

Timonium, MD 21093

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of May 2020


(Witness)


(Witness)

Dunmar Group, Inc

(Principal)

 Pres.

(Title)

United States Surety Company

(Surety)


(Title)

Mark D. Pichowski, Attorney-in-Fact

Init.



**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,

MARK D. PICHOWSKI

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 BB2010591, 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 28th day of May, 2020

Bond No. BB2010591

Agency No. 11668



[Signature]
Kio Lo, Assistant Secretary

HCCSZPOAUSS006/2018

visit tmhcc.com/surety for more information

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Construction of Simmons Road Park with concrete trail \$ 728,700.00

Alternate Bid – Construction of Simmons Road Park with Kafka Granite Trail \$ 906,070.00

Name: HAYWARD CONSTRUCTION GROUP, LLC

Federal Taxpayer ID: 20-5112528

Mailing Address: 12058 San Jose Blvd #1003

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

Telephone: 904-886-7122 Fax: 904-886-7992

Email: haywardconstruct@bellsouth.net Submitted By: Kathleen Hayward - Mgr
Kathleen Hayward

Title: Managing Member

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Kathleen Hayward Title: Managing Member

Email Address: haywardconstruct@bellsouth.net Phone: 904-886-7122

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB -2020-03 Simmons Road Park
2. This sworn statement is submitted by (entity) HAYWARD CONSTRUCTION GROUP, LLC whose business address is 12058 San Jose Boulevard, #1003, Jacksonville, FL 32223 and (if applicable) Federal Employer Identification Number (FEIN) is 20-5112528 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Kathleen Hayward and my relationship to the entity named above is Managing Member.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 26 day of May, 20 20, and is personally known to me, or has provided _____ as identification.



Breanna Cross
Comm. #GG967826
Expires: March 10, 2024
Bonded Thru Aaron Notary

Notary Public

My Commission expires:

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Hayward Construction Group, LLC

CITY: Jacksonville STATE: FL ZIP CODE: 32223

TELEPHONE NUMBER(S): 904-886-7122

SIGNATURE: Kathleen Hayward - Mgr

NAME (TYPED OR PRINTED): Kathleen Hayward TITLE: Managing Member

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 2020-03

Project Description: Construction of Simmons Road Park

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Hayward Construction Group, LLC

Authorized Signature: Kathleen Hayward - mgm

Title: Managing Member

Date: 5/26/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

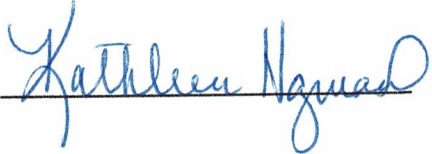
EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Kathleen Hayward Title: Managing Member

Signature:  Date: 5/26/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB -2020-03 Simmons Road Park

This sworn statement is submitted by (entity) Hayward Construction Group, LLC whose business address is 12058 San Jose Boulevard, #1003, Jacksonville, FL 32223 and (if applicable) Federal Employer Identification Number (FEIN) is 20-5112528 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Kathleen Hayward and my relationship to the entity named above is Managing Member.

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

Kathleen Hayward 5/26/20
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 26 day of May, 2020, and is personally known to me, or has provided _____ as identification.

Breanna Cross
Notary Signature

My Commission expires: 3/10/2024



Breanna Cross
Comm. #GG967826
Expires: March 10, 2024
Bonded Thru Aaron Notary

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB -2020-03 Simmons Road Park

This sworn statement is submitted by (entity) Hayward Construction Group, LLC whose business address is 12058 San Jose Boulevard, #1003, Jacksonville, FL 32223 and (if applicable) Federal Employer Identification Number (FEIN) is 20-5112528 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Kathleen Hayward and my relationship to the entity named above is Managing Member.

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

Kathleen Hayward 5/26/2020
Signature Date:

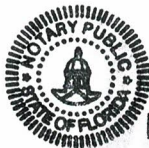
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 26 day of May, 2020 and is personally known to me, or has provided _____ as identification.

Breanna Cross
Notary Signature

My Commission expires: 3/10/2024



Breanna Cross
Comm. #GG967826
Expires: March 10, 2024
Bonded Thru Aaron Notary

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Hayward Construction Group, LLC

Firm

5/26/2020
Date

Kathleen Hayward
Authorized Signature

KATHLEEN HAYWARD - MGRM

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Kathleen Hayward **TITLE:** Managing Member

ADDRESS: 12058 San Jose Blvd #1003

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE: Kathleen Hayward **DATE:** 5/26/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. Do you have a plan for the water/sewer at the bathrooms? Is there a lift station or septic? Where do we tie in? Do we tie into city water or will there be a well? **This should be on the plans. The lift station model is DH071-74**
2. Could you let me know the specs for the plumbing fixtures or an allowance amount? Also, do you want CPVC, PEX or copper piping? **CPVC**
3. Does the restroom get air conditioning? **No**
4. Is there a lighting/electrical plan for the parking lot, the pavilion and restroom? **Electrical to be provided per restroom pavilion plans**
5. Do you have a detail for the rain garden? **This is just a graded depression, no special landscaping, etc.**
6. What will the interior floor and wall covering be in the restrooms? **Floors – Epoxy, Walls – Painted Hardieboard board and batten system**
7. Is there a landscape plan? **Not as part of this bid**
8. On sheet GE-2 (5 of 12) there is a 8,254 SF playground area that states “Final Playground Design & Equipment Layout T.B.D.” What are bidders to include in this area? **Nothing to be included for this area**
9. There are 20 bike corral spaces shown. Please provide specification. **Bike racks to be provided by owner and installed by contractor**
10. Specification for fountain. **Fountain with bottle filler to be provided by owner and installed by contractor**
11. Is the gravel parking area to receive striping? Lines are shown. **No lines. Add 9 concrete wheel stops to parking area**
12. Please clarify sod limits. **No sod as part of contractor scope**
13. Stabilization of the ground and excavation of the pond? **Sides of pond to be stabilized and prepped for sod**
14. The utility plan does not show a power plan or source for power. Please clarify so Electrical Scope. **Meter/disconnect to be located at restroom pavilion building. Coordinate with utility provider**
15. Sewer specification? **County requires jack and bore**
16. Impact fees are part of the City permits. **Yes**
17. Where is the Water location? **Refer to utility plans**
18. Length of the sidewalk – **primary loop is ¼ mile long**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

19. Stormwater management, Geo Tech Plans, etc. Geotechnical Analysis was not conducted. NRCS Soil Survey data was utilized since the site is in a natural state. A copy of the soil survey data is provided for reference.
20. Is vegetation to serve as a buffer? The Vegetative Natural Buffers are a part of the stormwater management system. These areas are required to be left in a natural state and cannot be altered or under brushed. Please refer to the Sheets LS-1 and LS-2.
21. City Arborist, Dave Holly, will be available on site to make sure the tree protection code is followed.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Kathleen Hayward **TITLE:** Managing Member

ADDRESS: 12058 San Jose Blvd #1003

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE: Kathleen Hayward **DATE:** 5/26/2020

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 2

For

ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. Clarify the installation of the ribbon curbs per the detail on page DT-1? Does the ribbon curb go around the entire gravel parking area? **The intent is to have a ribbon curb around the perimeter of the parking lot and driving aisles. Otherwise there would be nothing to contain the gravel. The exception would be against the sidewalk, where the edge would be turned down to form the containment.**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 3

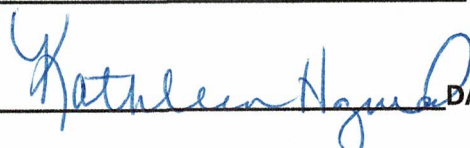
The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: Kathleen Hayward **TITLE:** Managing Member

ADDRESS: 12058 San Jose Blvd #1003

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 5/26/2020

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 3

For

ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. The plans for the pavilion and restrooms show standing seam aluminum roofing over 2x4 purlins/sleepers. Please provide a specific thickness for the roofing.
"0.040" Aluminum
2. The information regarding standing seam is not an approved installation over purlins. It must be installed over plywood. Please provide a specification for the plywood and thickness. Since this is non-habitable space within the buildings, installation to purlins should be acceptable. If for some reason a warranty or code compliance cannot be obtained without the use of plywood, 17/32" APA Rated Roof Sheathing should be used.
3. What is the finishing, once the area is cleared; stump grounding how far, keep or remove any dust millings. The stumps to be completely gone and the dust millings removed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2020

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 Kelly White & Associates Insurance, LLC P.O. Box 350909 Jacksonville FL 32235	CONTACT NAME: HOUSE PHONE (A/C, No. Ext): 904-880-8881 FAX (A/C, No): E-MAIL ADDRESS: kelly@kwhiteinsurance.com																					
INSURED Hayward Construction Group, LLC 12058 San Jose Blvd #1003 Jacksonville FL 32223	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Property & Casualty Company</td><td>36161</td></tr><tr><td>INSURER B:</td><td>Travelers Property & Casualty Company</td><td>36161</td></tr><tr><td>INSURER C:</td><td>Travelers Property & Casualty Company</td><td>36161</td></tr><tr><td>INSURER D:</td><td>American Interstate Ins Co</td><td>31895</td></tr><tr><td>INSURER E:</td><td>Travelers Property & Casualty Company</td><td>36161</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property & Casualty Company	36161	INSURER B:	Travelers Property & Casualty Company	36161	INSURER C:	Travelers Property & Casualty Company	36161	INSURER D:	American Interstate Ins Co	31895	INSURER E:	Travelers Property & Casualty Company	36161	INSURER F:		
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INSURER E:	Travelers Property & Casualty Company	36161																				
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** HAYW20052211550489**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Protection & Indemnity ☒ Jones Act/Crew GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:		ZOL-10T38037-19-ND	07/12/2019	07/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BA-3P478176-20-43-G	04/11/2020	04/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 50,000,		ZOB16N34198	07/12/2019	07/12/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	AVWCFL2885492020	04/01/2020	04/01/2021	☒ PER STATUTE ☒ OTH-ER Includes USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Rented/Leased Equipment		660-8N38157A	07/12/2019	07/12/2020	Any one item 150,000

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

Re: ITB 2020 -03 Simmons Rd

CERTIFICATE HOLDER**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

City of Fernandina Beach
204 Ash St

Fernandina Beach

FL 32034

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BEDINGFIELD, SCOT FLANDERS

HAYWARD CONSTRUCTION GROUP LLC
12058 SAN JOSE BLVD # 1003
JACKSONVILLE FL 32223-8667

LICENSE NUMBER: CGC1524614

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hayward Construction Group, LLC
12058 San Jose Boulevard, Suite 1003
Jacksonville, FL 32223

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

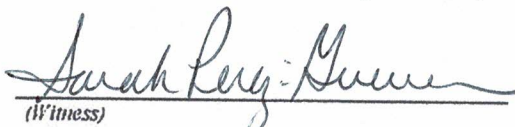
ITB 2020-03 - Simmons Road Park -Construction of Simmons Road Park with restrooms - Simmons Road

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of May, 2020


(Witness)

Hayward Construction Group, LLC

(Principal)

(Seal)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title)

Kevin Wojtowicz

Attorney-in-Fact



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: **8198058-964008**

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, Laura D. Mosholder; Brett Rosenhaus; Tracey Boone-Brown; Emily Golecki; John R. Neu; Daniel F. Oaks; Becky Stanton; Kevin Wojtowicz

all of the city of Saint Petersburg 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 29th day of November, 2018.



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 ss

On this 29th day of November, 2018 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 28, 2021
Member, Pennsylvania 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 to 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. Llewellyn, 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 29th day of July, 2020



By: Renee C. Llewellyn
Renee C. Llewellyn, 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Construction of Simmons Road Park with concrete trail

\$ 402,516.⁰⁰

Alternate Bid – Construction of Simmons Road Park with Kafka Granite Trail \$ No Bid

Name: Jax Utilities Management, Inc.

Federal Taxpayer ID: 59-1562165

Mailing Address: 8812 Alton Avenue

City, State, & Zip Code: Jacksonville, FL 32211

Telephone: 904-855-0111 Fax: 904-855-0117

Email: jaxutilities@jaxum.comcastbiz.net Submitted By: Charles D. Freshwater

Title: Vice President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Anne-Marie James Title: Office Manager

Email Address: jaxutilities@jaxum.comcastbiz.net Phone: 904-855-0111

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "B"

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

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

- ITB 2020-03*
1. This sworn statement is submitted with Bid, Proposal or Contract for Simmons Road
Park.
 2. This sworn statement is submitted by (entity) Jax Utilities Management whose business address is 8812 Alton Ave. Jax, FL 32211 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1562145 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: .)
Charles
 3. My name is Charles Freshwater and my relationship to the entity named above is Vice President.
 4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
 5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
 6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
 7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

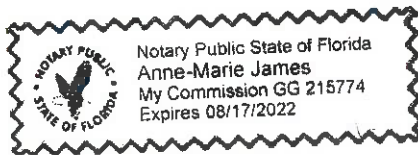
Signature

Date:

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Charles D. Freshwater who, after first being sworn by me, affixed their signature at the space provided above on this 27th day of May, 2020, and is personally known to me, or has provided _____ as identification.



Anne Marie James
Notary Public

My Commission expires: 8/17/2022

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Tax Utilities Management, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32211

TELEPHONE NUMBER(S): 904-855-0111

SIGNATURE: 

NAME (TYPED OR PRINTED): Charles Freshwater TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020-03

Project Description: Construction of Simmons Road Park

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: Tax Utilities Management, Inc.

Authorized Signature: 

Title: Vice President

Date: 5/27/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: Charles D. Freshwater Title: Vice President

Signature:  Date: 5/27/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "F"

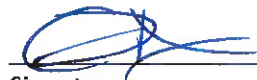
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 2020-03 Simmons Road Park.

This sworn statement is submitted by (entity) Jax Utilities Management, Inc. whose business address is 8812 Alton Ave Jax, FL 32211 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1562145 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

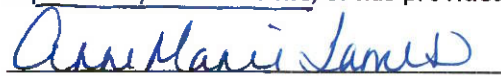
My name is Charles Freshwater and my relationship to the entity named above is Vice President.

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

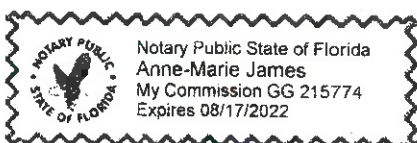

Signature _____ Date: 5/27/2020

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 27th day of May, 2020, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: 8/17/2022



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB-2020-03
Simmons Road Park

This sworn statement is submitted by (entity) Jax Utilities Management, Inc. whose business address is 8812 Alton Ave Jax, FL 32211 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1542165 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: .)

My name is Charles Freshwater and my relationship to the entity named above is Vice President.

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

[Signature]
Signature

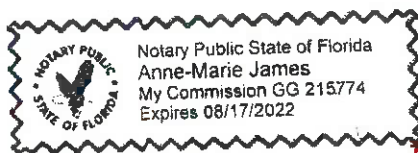
5/27/2020
Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 27th day of May, 2020, and is personally known to me, or has provided as identification.

[Signature]
Notary Signature

My Commission expires: 8/17/2022



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Jax Utilities Management, Inc.

Firm

5/27/2020

Date



Authorized Signature

Charles D. Freshwater, V.P.

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL



Jax Utilities Management, Inc.

8812 Alton Avenue
Jacksonville, Florida 32211
jaxutilities@jaxum.comcastbiz.net
(904)855-0111
(904)855-0117 Fax

CORPORATE RESOLUTION OF SIGNING AUTHORITY

RESOLUTION OF: Jax Utilities Management, Inc.

RESOLVED that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any stock company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

Name	Title	Specimen Signature
Charles D. Freshwater	Vice President	

I, William Brannen, the undersigned Secretary of Jax Utilities Management, Inc.

HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution of the Board of Directors of said Company passed by a resolution of the said board dated on February 20, 2011 and that said Resolution is still in full force and effect.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Jax Utilities Management, Inc.
(Here insert full name and address or legal title of Contractor)

8812 Alton Avenue, Jacksonville, FL 32211

as Principal, hereinafter called the Principal, and United States Fire Insurance Company
(Here insert full name and address or legal title of Surety)

305 Madison Avenue, Morristown, NJ 07962

a corporation duly organized under the laws of the State of DELAWARE

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fernandina Beach
(Here insert full name and address or legal title of Owner)

204 Ash Street, Fernandina Beach, FL 32034

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ ---5%---),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

ITB 2020-03, Simmons Road Park (Installation of a Parking Lot, Sidewalks, a Walking Path, a Pavilion and a Restroom Facility), 1650 Simmons Road, Fernandina Beach, FL 32034

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of May 2020


(Witness)

Jax Utilities Management, Inc.

 (Principal) (Seal)
Vice President
(Title)


(Witness)
Jenna Delgado, Witness

United States Fire Insurance Company

 (Surety) (Seal)
Susan L. Reich
(Title)

Susan L. Reich, Attorney-in-Fact
and Florida Licensed Resident Agent



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00965413420

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Cheryl Foley, Robert P. O'Linn, Gloria A. Richards,
Teresa L. Durham, Sarah K. O'Linn*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A. R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the ~~28th~~ day of ~~May~~ 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "A"

CONTACT SHEET/BID FORM

Bid – Construction of Simmons Road Park with concrete trail

\$ 500,000.00

Alternate Bid – Construction of Simmons Road Park with Kafka Granite Trail \$ _____

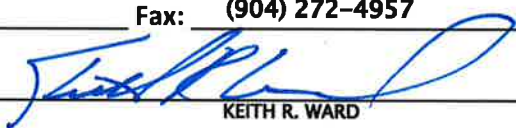
Name: THOMAS MAY CONSTRUCTION COMPANY

Federal Taxpayer ID: 59-2520445

Mailing Address: 310 COLLEGE DRIVE

City, State, & Zip Code: ORANGE PARK, FLORIDA 32065

Telephone: (904) 272-4808 Fax: (904) 272-4957

Email: bwarner@tmay.net Submitted By: 

KEITH R. WARD

Title: PRESIDENT & PRINCIPAL

FIRM Accepts Credit Cards*: Yes No **X**

Accounting Contact:

Name: BRENDA S. RAU Title: ACCOUNTS RECEIVABLE

Email Address: brau@tmay.net Phone: (904) 272-4808

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

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB 2020-03 SIMMONS ROAD PARK
CITY OF FERNANDINA BEACH.
2. This sworn statement is submitted by (entity) THOMAS MAY
CONSTRUCTION COMPANY whose business address is 310 COLLEGE DRIVE, ORANGE PARK, FL. 32065 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2520445 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
3. My name is KEITH R. WARD and my relationship to the entity named above is PRESIDENT.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

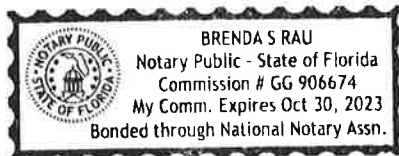
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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


Signature KEITH R. WARD Date: 05/28/2020

STATE OF FLORIDA
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, KEITH R. WARD who, after first being sworn by me, affixed their signature at the space provided above on this 28TH day of MAY, 20 20, and is personally known to me, or has provided N/A as identification.




Notary Public BRENDA S. RAU
My Commission expires: OCTOBER 30, 2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

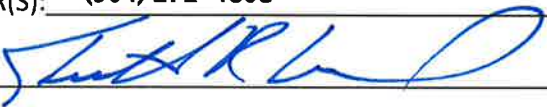
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about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

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

COMPANY: THOMAS MAY CONSTRUCTION COMPANY

CITY: ORANGE PARK STATE: FLORIDA ZIP CODE: 32065

TELEPHONE NUMBER(S): (904) 272-4808

SIGNATURE: 

NAME (TYPED OR PRINTED): KEITH R. WARD TITLE: PRESIDENT

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB #2020-03

Project Description: SIMMONS ROAD PARK

I/FIRM acknowledges and agrees to the following:

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

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

Individual/Company/Firm: THOMAS MAY CONSTRUCTION COMPANY

Authorized Signature: 

Title: PRESIDENT

Date: 05/28/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

THOMAS MAY CONSTRUCTION CO.
Name: KEITH R. WARD Title: PRESIDENT
Signature:  Date: 05/28/2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for CITY OF FERNANDINA BEACH
ITB #2020-03 SIMMONS ROAD PARK

This sworn statement is submitted by (entity) THOMAS MAY
CONSTRUCTION COMPANY whose business address is 310 COLLEGE DRIVE, ORANGE PARK, FL 32065 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2520445 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is KEITH R. WARD and my relationship to the entity named above is PRESIDENT.

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


Signature KEITH R. WARD Date: 05/28/2020

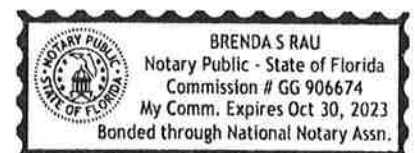
STATE OF FLORIDA
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 28TH day of MAY, 2020, and is personally known to me, or has provided N/A as identification.


Notary Signature BRENDA S. RAU

My Commission expires: OCTOBER 30, 2023

THIS FORM MUST BE INCLUDED WITH PROPOSAL



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for CITY OF FERNANDINA BEACH
ITB #2020-03 SIMMONS ROAD PARK

This sworn statement is submitted by (entity) THOMAS MAY
CONSTRUCTION COMPANY whose business address is
310 COLLEGE DRIVE, ORANGE PARK, FL 32065 and (if applicable) Federal Employer Identification Number
(FEIN) is 59-2520445 (If a Sole Proprietor and you have no FEIN, include the last four (4)
digits of your Social Security Number: N/A.)

My name is KEITH R. WARD and my relationship to the entity named above is PRESIDENT.

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

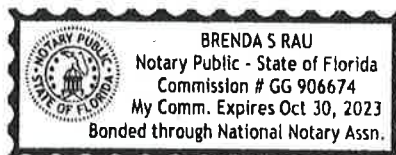

Signature KEITH R. WARD Date: 05/28/2020

STATE OF FLORIDA
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 28TH day of MAY, 2020, and is personally known to me, or has provided N/A as identification.


Notary Signature BRENDA S. RAU

My Commission expires: OCTOBER 30, 2023



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 2020-03 SIMMONS ROAD PARK**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

THOMAS MAY CONSTRUCTION COMPANY

05/28/2020

Firm

Date



KEITH R. WARD, PRESIDENT

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: THOMAS MAY CONSTRUCTION COMPANY **TITLE:** PRESIDENT

ADDRESS: 310 COLLEGE DRIVE

CITY: ORANGE PARK **STATE:** FLORIDA

AUTHORIZED SIGNATURE:  **DATE:** 05/28/2020

KEITH R. WARD

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

For

ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. Do you have a plan for the water/sewer at the bathrooms? Is there a lift station or septic? Where do we tie in? Do we tie into city water or will there be a well? **This should be on the plans. The lift station model is DH071-74**
2. Could you let me know the specs for the plumbing fixtures or an allowance amount? Also, do you want CPVC, PEX or copper piping? **CPVC**
3. Does the restroom get air conditioning? **No**
4. Is there a lighting/electrical plan for the parking lot, the pavilion and restroom? **Electrical to be provided per restroom pavilion plans**
5. Do you have a detail for the rain garden? **This is just a graded depression, no special landscaping, etc.**
6. What will the interior floor and wall covering be in the restrooms? **Floors – Epoxy, Walls – Painted Hardieboard board and batten system**
7. Is there a landscape plan? **Not as part of this bid**
8. On sheet GE-2 (5 of 12) there is a 8,254 SF playground area that states “Final Playground Design & Equipment Layout T.B.D.” What are bidders to include in this area? **Nothing to be included for this area**
9. There are 20 bike corral spaces shown. Please provide specification. **Bike racks to be provided by owner and installed by contractor**
10. Specification for fountain. **Fountain with bottle filler to be provided by owner and installed by contractor**
11. Is the gravel parking area to receive striping? Lines are shown. **No lines. Add 9 concrete wheel stops to parking area**
12. Please clarify sod limits. **No sod as part of contractor scope**
13. Stabilization of the ground and excavation of the pond? **Sides of pond to be stabilized and prepped for sod**
14. The utility plan does not show a power plan or source for power. Please clarify so Electrical Scope. **Meter/disconnect to be located at restroom pavilion building. Coordinate with utility provider**
15. Sewer specification? **County requires jack and bore**
16. Impact fees are part of the City permits. **Yes**
17. Where is the Water location? **Refer to utility plans**
18. Length of the sidewalk – **primary loop is ¼ mile long**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

19. Stormwater management, Geo Tech Plans, etc. **Geotechnical Analysis was not conducted. NRCS Soil Survey data was utilized since the site is in a natural state. A copy of the soil survey data is provided for reference.**
20. Is vegetation to serve as a buffer? **The Vegetative Natural Buffers are a part of the stormwater management system. These areas are required to be left in a natural state and cannot be altered or under brushed. Please refer to the Sheets LS-1 and LS-2.**
21. City Arborist, Dave Holly, will be available on site to make sure the tree protection code is followed.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.2 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: THOMAS MAY CONSTRUCTION COMPANY TITLE: PRESIDENT

ADDRESS: 310 COLLEGE DRIVE

CITY: ORANGE PARK STATE: FLORIDA

AUTHORIZED SIGNATURE:  DATE: 05/28/2020
KEITH R. WARD

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. Clarify the installation of the ribbon curbs per the detail on page DT-1? Does the ribbon curb go around the entire gravel parking area? **The intent is to have a ribbon curb around the perimeter of the parking lot and driving aisles. Otherwise there would be nothing to contain the gravel. The exception would be against the sidewalk, where the edge would be turned down to form the containment.**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

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

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of **ITB 2020-03**. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting bids. Failure to do so may disqualify the bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bids.

NAME: THOMAS MAY CONSTRUCTION COMPANY **TITLE:** PRESIDENT

ADDRESS: 310 COLLEGE DRIVE

CITY: ORANGE PARK **STATE:** FLORIDA

AUTHORIZED SIGNATURE:  **DATE:** 05/28/2020

KEITH R. WARD

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 3

For

ITB 2020-03 CONSTRUCTION OF SIMMONS ROAD PARK

1. The plans for the pavilion and restrooms show standing seam aluminum roofing over 2x4 purlins/sleepers. Please provide a specific thickness for the roofing.
"0.040" Aluminum
2. The information regarding standing seam is not an approved installation over purlins. It must be installed over plywood. Please provide a specification for the plywood and thickness. Since this is non-habitable space within the buildings, installation to purlins should be acceptable. If for some reason a warranty or code compliance cannot be obtained without the use of plywood, 17/32" APA Rated Roof Sheathing should be used.
3. What is the finishing, once the area is cleared; stump grounding how far, keep or remove any dust millings. The stumps to be completely gone and the dust millings removed.

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Thomas May Construction Company, Inc.
310 College Drive
Orange Park, FL 32065

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

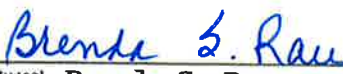
ITB 2020-03
Construction of Simmons Road Park
1650 Simmons Road
Fernandina Beach, FL 32034

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **28th** day of **May, 2020**

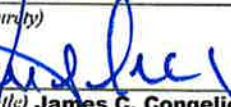

(Witness) **Brenda S. Rau**


(Witness) **Melissa Beckworth, Account Manager**

Thomas May Construction Company, Inc.
(Principal) _____ (Seal)

By: 
(Title) **Keith R. Ward, President**

Harco National Insurance Company
(Surety) _____ (Seal)

By: 
(Title) **James C. Congelio, Attorney-in-Fact**
Surety Phone No. **813-498-1183**

POWER OF ATTORNEY

Bond #

N/A

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JAMES N. CONGELIO, RICHARD W. NAYLOR, JAMES C. CONGELIO, MARGARET S. MEYERS, DOUGLAS L. RIEDER, BRIAN M. PERRY, F. ANDERSON PHILIPS, CARL R. WISE, PAUL BAKER, JOHN H. EARL

Atlanta, GA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **May 28, 2020**

A01013

Irene Martins, Assistant Secretary

AC# 4466819

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09070800929

DATE	BATCH NUMBER	LICENSE NBR
07/08/2009	098002623	QB0017980

The BUSINESS ORGANIZATION

Named below IS QUALIFIED

Under the provisions of Chapter 489 FS.

Expiration date:

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

THOMAS MAY CONSTRUCTION COMPANY

310 COLLEGE DRIVE

ORANGE PARK

FL 32065

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MAY, THOMAS A

THOMAS MAY CONSTRUCTION CO
310 COLLEGE DR
ORANGE PARK FL 32065-7653

LICENSE NUMBER: CGC027983

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WARNER, BRANDON DALE

THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE DRIVE
ORANGE PARK FL 32065

LICENSE NUMBER: CCC1330165

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MAY, THOMAS A

THOMAS MAY CONSTRUCTION COMPANY
310 COLLEGE DRIVE
ORANGE PARK FL 32065

LICENSE NUMBER: CUCC057064

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



State of Florida

Department of State

I certify from the records of this office that THOMAS MAY CONSTRUCTION COMPANY is a corporation organized under the laws of the State of Florida, filed on May 13, 1985, effective May 9, 1985.

The document number of this corporation is H58515.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 14, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of January,
2020*



Randy Rye
Secretary of State

Tracking Number: 7080218710CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



THOMMAY-01

DCASSADY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2020

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 Insuramerica of Florida, Inc. 4348 Southpoint Blvd Ste 200 Jacksonville, FL 32216	CONTACT NAME:		
	PHONE (A/C, No, Ext): (904) 332-8585	FAX (A/C, No): (904) 296-1888	
	E-MAIL ADDRESS: info@insuramerica-fl.com		
INSURED Thomas May Construction Company 310 College Drive Orange Park, FL 32065	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Gemini Insurance Co.		10833
	INSURER B : Auto Owners Insurance		18988
	INSURER C : Southern Owners Insurance		10190
	INSURER D : Builders Mutual Insurance Company		10844
	INSURER E : American Zurich Insurance Co		40142
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			VGGP004845	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMP BENEFITS AG \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5219252800	3/1/2020	3/1/2021	\$ \$ \$ \$ \$ \$ \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5219252801	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP106339101	3/1/2020	3/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			EC13462660	3/1/2020	3/1/2021	Leased/Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy includes Blanket Additional Insured, including Ongoing & Completed Operations and Primary / Non-Contributory per attached forms when required by written contract. Commercial Automobile policy includes attached Blanket Additional Insured endorsement. General Liability, Commercial Automobile and Workers Compensation policies all include the attached Blanket Waiver of Subrogation endorsements. Each of the specifically mentioned endorsements apply only when required by written contract.
Renewal endorsements will be forthcoming once issued by carrier.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach - Purchasing
PO Box 668
Fernandina Beach, FL 32034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION
ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
 - b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity
- only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

Policy Number: VGGP003912

CG 20 10 04 13

Insured Name: Thomas May Construction
Company

Number: 34

Effective Date: 03/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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):	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. 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.

Policy Number: VGGP003912

CG 20 37 04 13

Insured Name: Thomas May Construction
Company

Number: 35

Effective Date: 03/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

Policy Number: VGGP003912

CG 24 04 05 09

Insured Name: Thomas May Construction
Company

Number: 36

Effective Date: 03/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE
Name Of Person Or Organization: Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy: VGGP003912
Insured Name: Thomas May Construction Company
Number: 13

CG 20 01 04 13
Effective Date: 03/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-84
Agreement Amendment - Board of County Commissioners of Nassau County

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-84

SYNOPSIS: On February 9, 2011, the City of Fernandina Beach and Board of County Commissioners of Nassau County entered into an Interlocal Agreement for ocean rescue services. The agreement provided for an initial term of four years beginning October 1, 2010, and ending September 30, 2014, which has been automatically renewed on an annual basis. The City and Nassau County entered into subsequent renewal periods for the period of October 1, 2014, through September 30, 2020. The agreement was amended and increased by \$5,000 for personnel costs on November 27, 2017, in accordance with Section 6e.

Both the City and Nassau County wish to amend the agreement for a second increase of \$17,000 for personnel costs beginning October 1, 2020, arising from demand placed on these services due to warmer temperatures and the need for a longer season. They also wish to amend season services detailed in Section 5c of the Agreement, to begin the first weekend in March, replacing the original season start date of the first weekend in May.

FISCAL IMPACT: Parties desire to amend the agreement for a second increase of \$17,000 for personnel costs beginning October 1, and to amend season services to begin the first weekend in March, as opposed to the original start date in early May. Funds will be deposited into the General Fund Nassau County Ocean Rescue account, 001 33722.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-84.

Ty Silcox, Fire Chief	5/27/2020
Dale L. Martin, City Manager	6/4/2020
Pauline Testagrose, Comptroller	6/4/2020
Tammi E. Bach, City Attorney	6/5/2020

Date: May 27, 2020

Submitted By: Kaleigh Simmons, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2020-84

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENT NO. 02 TO THE INTERLOCAL AGREEMENT FOR OCEAN RESCUE SERVICES, WITH THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the parties entered into an agreement dated February 9, 2011; and

WHEREAS, the agreement provided for an initial term of four years beginning October 1, 2010, and ending September 30, 2014, which shall be automatically renewed on an annual basis unless terminated in accordance with Section 9 (Termination) of the agreement; and

WHEREAS, the parties entered into subsequent renewal periods for the period of October 1, 2014, through September 30, 2020; and

WHEREAS, the agreement was amended and increased by \$5,000 for personnel costs on November 27, 2017, in accordance with Section 6e; and

WHEREAS, the parties desire to amend the agreement for a second increase of \$17,000 for personnel costs beginning October 1, 2020, arising from demand placed on these services due to warmer temperatures and the need for a longer season; and

WHEREAS, the parties desire to also amend season services detailed in Section 5c of the Agreement, to begin the first weekend in March, replacing the original season start date of the first weekend in May.

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

SECTION 1. The City Commission hereby approves Amendment No. 02 to the Interlocal Agreement for Ocean Rescue Services with the Board of County Commissioners of Nassau County in the amount of \$125,000, attached hereto as Exhibit "1."

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

SECTION 3. In accordance with Section 6e of the agreement dated February 9, 2011, notification will be provided by November 30 of each year of any price increase in the costs associated with provided services, with a request to increase personnel costs to \$125,000 beginning October 1, 2020, provided in a letter dated November 26, 2019, included as Attachment "A."

SECTION 4. In accordance with Section 3 of the agreement, the agreement will automatically renew on October 1, 2020.

SECTION 5. The season services detailed in Section 5c will now begin the first weekend in March, and will continue through Labor Day, replacing the original season start date of the first weekend in May.

SECTION 6. All other provisions of said agreement not in conflict with this amendment shall remain in full force and effect.

SECTION 7. This Resolution shall become effective immediately.

ADOPTED this 16th day of June, 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

AMENDMENT NO. 02 TO THE INTERLOCAL
AGREEMENT FOR OCEAN RESCUE SERVICES

THIS AMENDMENT entered into this 16th day of June, 2020 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **City of Fernandina Beach, Florida**, a political subdivision of the State Of Florida, (hereinafter referred to as "City").

WHEREAS, the parties entered into an Agreement dated February 9, 2011; and

WHEREAS, the Agreement provided for an initial term of four (4) years beginning October 1, 2010 and ending September 30, 2014, which shall be automatically renewed on an annual basis unless terminated in accordance with section 9 (Termination) of the Agreement; and

WHEREAS, the parties entered into subsequent renewal periods for the period of October 1, 2014 through September 30, 2020; and

WHEREAS, the Agreement was amended and increased by \$5,000 for personnel costs November 27, 2017 in accordance to section 6 (e); and

WHEREAS, the parties desire to amend the Agreement for a second increase in personnel costs in the amount of

\$17,000.00 beginning October 1, 2020 arising from demand placed on these services due to warmer temperatures and the need for a longer season; and

WHEREAS, the parties desire to also amend season services detailed in section 5 (c) the Agreement to begin the first weekend in March replacing the original season start date of the first weekend in May.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance to section 6 (e) of the Agreement dated February 9, 2011 notification will be provided by November 30th of each year of any price increase in the costs associated with provided services. With a request to increase personnel costs to \$125,000.00 beginning October 1, 2020 provided in a letter dated November 26, 2019 included as Attachment "A".
2. In accordance with Section 3 of the Agreement, the Agreement will automatically renew on October 1, 2020.
3. The season services detailed in Section 5 (c) will now begin the first weekend in March and will

continue through Labor Day replacing the original season start date of the first weekend in May.

4. All other provisions of said agreement not in conflict with this Amendment shall remain in full force and effect.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

DANIEL B. LEEPER
Its: Chairman

ATTEST TO CHAIR'S SIGNATURE

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney:

MICHAEL S. MULLIN

(Signatures Continue on Next Page)

CITY OF FERNANDINA BEACH, FLORIDA

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

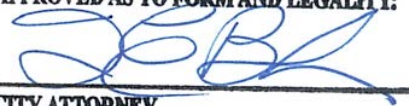
Sworn to (or affirmed) and subscribed before me by means of
___ physical presence or ___ online notarization, this
_____ day of _____, 20 ____.

Personally known _____ or Produced Identification
_____.

(Specify type of Identification)

Notary Public

My commission expires

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY



City of Fernandina Beach
Office of the City Manager

Mr. Dale L. Martin
dmartin@fbfl.org

November 26, 2019

Mr. Michael Mullin
County Manager/Attorney
96135 Nassau Place
Suite 6
Yulee, FL 32097

Re: Contract CM1721

Dear Mr. Mullin:

Amid rising Ocean Rescue operating expenses and the demand placed on these services due to warmer temperatures and the need for a longer season, the City of Fernandina Beach is requesting an amendment to contract CM1721 entered on February 9, 2011. The following amendments to said contract are being requested for the **2020/2021** Ocean Rescue season:

1. Increase the amount of the above contract to one hundred twenty-five thousand dollars (\$125,000.00) and extend said contract through September 30, 2021.
2. Ocean Rescue Services will be provided annually on a seasonal basis beginning the first weekend in March and continuing through Labor Day at the following service levels:
 - a. Weekend service in May through Memorial Day.
 - b. Service levels will increase to seven days/week after Memorial Day through Labor Day.

Ocean Rescue services on City beaches are scheduled (in 2020) to continue after Labor Day through the end of September. If County officials desire extended Ocean Rescue services to correspond with the services provided within the City, please contact Chief Silcox, Fernandina Beach Fire Department, for additional information.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale L. Martin".

Dale L. Martin
City Manager



City of Fernandina Beach
Office of the City Manager

Mr. Dale L. Martin
dmartin@fbfl.org

November 26, 2019

Mr. Michael Mullin
County Manager/Attorney
96135 Nassau Place
Suite 6
Yulee, FL 32097

Re: Contract CM1721

Dear Mr. Mullin:

Amid rising Ocean Rescue operating expenses and the demand placed on these services due to warmer temperatures and the need for a longer season, the City of Fernandina Beach is requesting an amendment to contract CM1721 entered on February 9, 2011. The following amendments to said contract are being requested for the **2020/2021** Ocean Rescue season:

1. Increase the amount of the above contract to one hundred twenty-five thousand dollars (\$125,000.00) and extend said contract through September 30, 2021.
2. Ocean Rescue Services will be provided annually on a seasonal basis beginning the first weekend in March and continuing through Labor Day at the following service levels:
 - a. Weekend service in May through Memorial Day.
 - b. Service levels will increase to seven days/week after Memorial Day through Labor Day.

Ocean Rescue services on City beaches are scheduled (in 2020) to continue after Labor Day through the end of September. If County officials desire extended Ocean Rescue services to correspond with the services provided within the City, please contact Chief Silcox, Fernandina Beach Fire Department, for additional information.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale L. Martin", is written over a horizontal line.

Dale L. Martin
City Manager

INTERLOCAL AGREEMENT FOR OCEAN RESCUE SERVICES

AN AGREEMENT entered into this 9th day of February, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", the **CITY OF FERNANDINA BEACH, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "City".

WHEREAS, it is the purpose and intent of this agreement for the City and the County, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal; and

WHEREAS, the County has determined that it is in the best interest of the citizens and visitors of Nassau County that ocean rescue (lifeguard) services be provided by the City for the following Nassau County public beaches: **Peter's Point Park, Scott Road Beach Access, and Burney Park**, and any other Nassau County public beaches as determined by mutual written agreement between the City and Nassau County; and

WHEREAS, the City has determined that it is in the best interest of the citizens of Fernandina Beach to provide ocean rescue services to Nassau County in exchange for a fee for services; and

NOW THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby fully incorporated into this

Agreement by this reference.

2. Purpose and Scope. This agreement provides through the cooperation of the City and the County for the City to provide efficient ocean rescue services for County public beaches including, Peter's Point Park, Scott Road Beach Access and Burney Park, and another other County public beaches as determined by mutual written agreement of the City and the County.

3. Term and Effective Date. The term of this agreement begins October 1, 2010 and ends September 30, 2014. This Agreement shall be ~~automatically renewed~~ on an annual basis unless terminated in accordance with ~~section 9~~ herein.

4. Employee Status. Persons employed by the City, who provide ocean rescue service for County public beaches shall remain employees of the City for purposes related to pay, benefits, pension, worker's compensation, unemployment benefits, and all other employee rights or privileges granted by law or granted by their respective employing agency.

5. Duties and Responsibilities. City shall provide Ocean Rescue Lifeguards for Peter's Point Park, Scott Road Beach Access, and Burney Park:

A. Eight (8) Lifeguards will be the daily seasonal average staffing.

B. Fernandina Beach Fire-Rescue Department will maintain overall managerial control over Ocean Rescue services provided to Nassau County:

1. The City will cooperate with the County Manager to meet the County's needs and address mutual concerns.
2. Fernandina Beach Fire-Rescue will have the ability to increase or decrease service levels on any given day based on weather, ocean conditions, beach attendance, or any other circumstances that could dictate service levels.

C. Ocean Rescue services will be provided annually on a seasonal basis beginning on the first weekend in May and will continue through Labor Day:

1. Weekend service during the month of May.
2. Service level will be increased to seven (7) days/week after Memorial Day and will continue at this level through Labor Day.

3. Fernandina Beach Fire-Rescue will be notified by the County of any Special Events (i.e. Triathlon) that require additional staffing. The City will bill the promoter of the special event for the additional staff and equipment required for the event per City Ordinance.
6. Fees. The County shall pay to the City One Hundred Thirteen Thousand Dollars (\$113,000.00) annually for providing ocean rescue services for County public beaches in accordance with the duties and responsibilities stated above, and the fees and costs shall be allocated by the City as follows:
 - a. Ten thousand dollars (\$10,000.00) for operating costs and one hundred three thousand dollars (\$103,000.00) for personnel;
 - b. ~~The \$10,000.00 operating costs is a fixed annual expense, unless the City and County agree to the additional costs as provided in this Agreement, and will be due prior to the end of the first week in January each year.~~
 - c. The City shall bill the County for personnel expenses on a monthly basis after the season has begun. The personnel billing will be for actual costs based on the total number of lifeguards used in the preceding month. Annual personnel costs will not exceed one hundred three thousand dollars (\$103,000.00) unless the City and County agree to the additional costs as provided in this Agreement;
 - d. Personnel costs will include the hourly wage plus benefits paid to lifeguards. For the purpose of this agreement a daily rate of one hundred eighteen dollars and thirteen cents (\$118.13) per lifeguard per day (based on average lifeguard wages and benefits for the 2011 season) will be the billing rate for ocean rescue personnel services unless the City and County agree to the additional costs as provided in this Agreement;
 - e. Because the ~~possibility of unexpected increases~~ in the costs associated with providing Ocean Rescue services exists, both the City and the County agree to the following:
 - i. Throughout the duration of this agreement, ~~the City shall notify the County by November 30th of each year of any increases~~ in the costs associated with providing the services that have been described in this document above the one hundred thirteen thousand dollars (\$113,000.00) that has been guaranteed for the first year.
 - ii. The City shall provide an explanation to justify any increases in service costs. The County will have the option of accepting the City's explanation of the increase and agree to the adjusted fee for services or the County may choose to exercise the termination clause of this agreement as described under section 9 (Termination).
7. Minor Equipment and Operating Supplies (exhibit A) The County agrees to transfer ownership to the city at no cost to the City. The City shall utilize this equipment and supplies at their discretion to perform the duties and responsibilities under this agreement.
8. Indemnification. The City and County do not assume any liability for the acts, omissions

or negligence of the other party. Each party shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from performance of their respective duties under this Agreement. Nothing contained herein shall constitute a waiver of immunity or limitation of liability the City or County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

9. Termination. This agreement may be terminated, without cause, by either party. The terminating party shall give the other party at least ninety (90) days written notice of its intent to terminate and the termination date. The County shall pay the City for any and all ocean rescue services provided, including but not limited to, personnel costs, up to and including the date of termination.

10. Notices. Any notices required pursuant to this Agreement shall be to the following:

To the County:

Ted Selby
County Manager
96135 Nassau Place
Suite 1
Yulee, FL 32097

And a copy to:

David Hallman
County Attorney
96135 Nassau Place
Suite 6
Yulee, FL 32097

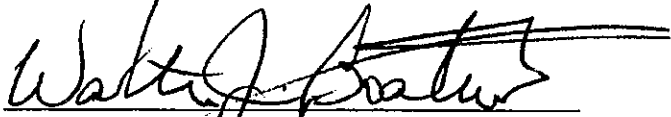
To the City:

Michael Czymbor
City Manager
204 Ash Street
Fernandina Beach, FL 32034

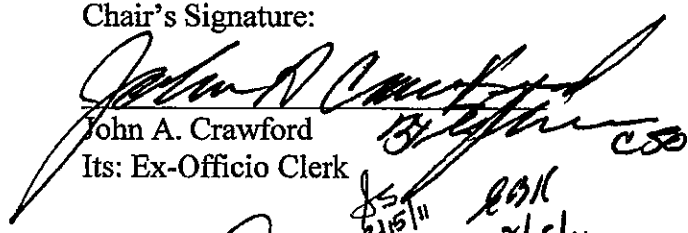
And a copy to:

Pammi Bach
City Attorney
204 Ash Street
Fernandina Beach, FL 32034

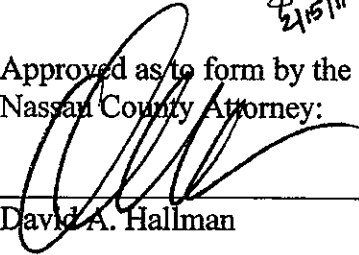
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


WALTER J. BOATRIGHT
Its: Chair

Attest as to authenticity of
Chair's Signature:

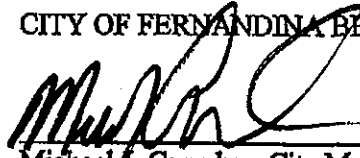

John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


David A. Hallman

Contract Number CM1721

CITY OF FERNANDINA BEACH, FLORIDA



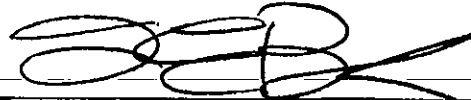
Michael J. Czymbor, City Manager

ATTEST:



Mary L. Mercer

APPROVED AS TO FORM:



Tammi E. Bach, City Attorney

Exhibit "A"

Nassau County Ocean Rescue Surplus Equipment Inventory						
Item	Quantity	Excellent Condition	Good	Fair	Poor	Comments
Umbrellas	11	4	4	3		
Truck Rack	1	1				
Binoculars	10	4			6	
Red Cans	20	6	14			6 are new
Backboards	5		5			
Large Fins	14		14			assorted sizes
Air Horns	1	1				
Air Horn Refills	1	1				
Life Jackets	3		3			
Competition Beanies	16		16			
Rescue Sled	1			1		
Pocket Mask	1		1			
Flag, green	22	22				
Flag, purple	20	20				
Flag, yellow	12	12				
Flag, red	18	18				
AED	1		1			
Rescue Tubes	16	6	2	8		
Lanyards	13	13				
Snorkels	1		1			
Masks	1		1			
Marker Buoys	2		2			
Oxygen bottle kit	1	1				
Lanyard, can	3	3				
"Head Wedge"	10	10				
resuscitator, dispos.	16	16				
Blood Bourne path. Kit	2	2				
collar, immobil.	6	6				
head immobil.	5	5				
fin, Sboard, flex	3	3				

RESOLUTION 2011-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FOR OCEAN RESCUE SERVICES ON PUBLIC BEACHES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has determined that it is in the best interest and of the citizens and visitors of Nassau County that Ocean Rescue (Lifeguard) Services be provided by the City for the following Nassau County public beaches: Peter's Point Park, Scott Road Beach Access, and Burney Park, and

WHEREAS, the initial term of the agreement is for three (3) years; and

WHEREAS, the County shall pay to the City one hundred thirteen thousand dollars (\$113,000.00) annually in accordance with the duties and responsibilities as stated in the proposed agreement; and

WHEREAS, the Nassau County Board of County Commissioners approved this Interlocal Agreement for Ocean Rescue Services at their meeting on February 9, 2011.

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

SECTION 1. The City Commission here approves the Interlocal Agreement with the Nassau County Board of County Commissioners, attached hereto as "Exhibit "A", for Ocean Rescue Services for Peter's Point Park, Scott Road Access, and Burney Park.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Interlocal Agreement, upon review and approval by the City Attorney.

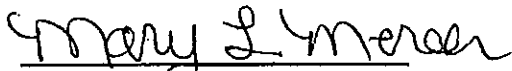
SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 1st day of March, 2011.

CITY OF FERNANDINA BEACH

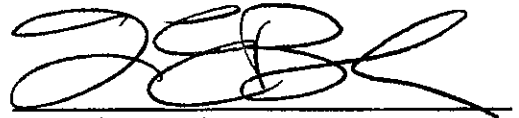

Susan Hardee Steger
Commissioner – Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read "Mary L. Mercer", written over a horizontal line.

Mary L. Mercer
City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Tammi E. Bach", written over a horizontal line.

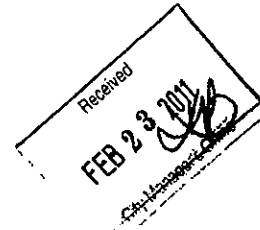
Tammi E. Bach
City Attorney



JOHN A. CRAWFORD
Clerk of the Circuit Court / Comptroller
Ex-Officio Clerk to the Board of County Commissioners
Nassau County



February 17, 2011



Mr. Michael J. Czymbor
City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

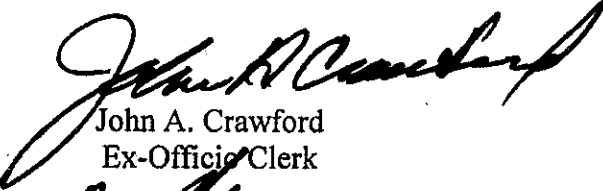
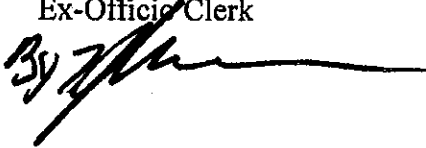
RE: Interlocal Agreement for Ocean Rescue Services

Dear Mr. Czymbor:

During a regular session of the Nassau County Board of County Commissioners held February 9, 2011, the Board approved and authorized the Chairman to sign the referenced document. I have enclosed two original documents for the appropriate signatures. Once signed, please return one original document to my office and retain the other original for your records. Please be aware that we will be unable to process payments to you until the original agreement has been received by the Clerk's Office at 76347 Veteran's Way, Suite 456, Yulee, Florida 32097. A self-addressed envelope has been provided for your convenience to ensure the document is received in a timely manner.

Thank you for your attention to this matter. If I can be of service to you, please do not hesitate to let me know.

Sincerely,


John A. Crawford
Ex-Officio Clerk


Enclosures

/bkl



City of Fernandina Beach
Office of the City Clerk

March 7, 2011

John A. Crawford
Ex-Officio Clerk
76347 Veteran's Way
Suite 456
Yulee, FL 32097

Re: Interlocal Agreements
Nassau County Board of County Commissioners and
The City of Fernandina Beach

Dear Mr. Crawford:

The City Commission of the City of Fernandina Beach approved Resolution 2011-29 Interlocal Agreement for Fire/Emergency Medical Services and Resolution 2011-30 Interlocal Agreement for Ocean Rescue Services on Public Beaches at their regular meeting held March 1, 2011. Enclosed for your records is one fully executed copy of each.

If you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

CITY OF FERNANDINA BEACH

Mary L. Mercer
City Clerk

Encl.

RESOLUTION 2017-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENT NO. 01 TO THE INTERLOCAL AGREEMENT WITH THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FOR OCEAN RESCUE SERVICES ON PUBLIC BEACHES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Nassau County has determined that it is in the best interest of the citizens and visitors of Nassau County that Ocean Rescue (Lifeguard) Services be provided by the City of Fernandina Beach for the following Nassau County public beaches: Peter's Point Park, Scott Road Beach Access, and Burney Park; and

WHEREAS, the parties entered into an agreement dated February 9, 2011; and

WHEREAS, the original agreement provided for an initial term of four years beginning October 1, 2010, and ending September 30, 2014, with an option to automatically renew on an annual basis; and

WHEREAS, the parties entered into subsequent renewal periods for the period of October 1, 2014, through September 30, 2017; and

WHEREAS, the parties desire to increase the amount by \$5,000 and extend said agreement for an additional year, expiring September 30, 2018.

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

SECTION 1. The City Commission hereby approves Amendment No. 1 to the Interlocal Agreement with the Nassau County Board of County Commissioners, attached hereto as Exhibit "A", for Ocean Rescue Services for Peter's Point Park, Scott Road Access, and Burney Park.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Interlocal Agreement, upon review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 17th day of October, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Commissioner – Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

**AMENDMENT NO. 01 TO THE INTERLOCAL
AGREEMENT FOR OCEAN RESCUE SERVICES**

THIS ADDENDUM entered into this _____ day of _____, 2017 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **City of Fernandina Beach, Florida**, a political subdivision of the State Of Florida, (hereinafter referred to as "City").

WHEREAS, the parties entered into an Agreement dated February 9, 2011; and

WHEREAS, the original agreement provided for an initial term of four (4) years beginning October 1, 2010 and ending September 30, 2014, with an option to automatically renew on an annual basis.

WHEREAS, the parties entered into subsequent renewal periods for the period of October 1, 2014 through September 30, 2017; and

WHEREAS, the parties desire to amend and extend said Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Section 3 of the Agreement for Ocean Rescue Services dated February 9, 2011, the performance period is hereby extended for an additional one (1) year beginning October 1, 2017 and ending September 30, 2018.
2. In accordance to section 6 (e) the agreement dated February 9, 2011 notification will be provided by November 30th of each year of any price increase in the costs associated with provided services. A Price increase of \$5,000.00 was given in writing on April 7, 2017 and followed with letter dated September 26, 2017 attached as Exhibit A.
3. All other provisions of said agreement not in conflict with this Addendum shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

DANIEL B. LEEPER
Its: Chairman

ATTEST TO CHAIR'S SIGNATURE

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney:

MICHAEL S. MULLIN

CITY OF FERNANDINA BEACH FLORIDA

Dale Martin
By: Dale Martin
Its: City Manager

STATE OF Florida
COUNTY OF Nassau

Before me personally appeared,
Dale Martin, who is personally known ☒ or
produced NA as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17th day of
October, 2017.

Kimberly Elliott-Briley
Notary Signature



KIMBERLY ELLIOTT- BRILEY
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2020
Commission No. FF 947535

Notary-Public-State of Florida at large
My Commission expires: 2/5/2020

APPROVED AS TO FORM AND LEGALITY:

SEB
CITY ATTORNEY

ATTEST:

By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk



City of Fernandina Beach

Dale L. Martin

Office of the City Manager

dmartin@fbfl.org

September 26, 2017

Nassau County Board of County Commissioners
96135 Nassau Place
Suite 1
Yulee, FL 32097

Re: Contract CM1721

Dear County Commissioners:

Amid rising Ocean Rescue operating expenses since Contract CM1721 was approved in 2011, the said contract has not been revised to include such costs. Therefore, the City of Fernandina Beach requests an amendment to the above referenced contract to include an additional \$5,000.00 to offset incurred charges for equipment, uniforms, etc.

Thank you for your consideration. Please contact my office with any questions.

Sincerely,

Dale L. Martin
City Manager

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2020-85
Budget Amendment - Marina

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-85

SYNOPSIS: According to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500. When the fiscal year 2019/2020 budget was prepared, it was anticipated that the Northern Marina Rebuild Project would be completed early in the fiscal year.

Due to the project timeline, the Project Manager temporary position has been extended, there are also additional rental expenses associated with the project, and an unanticipated equipment purchase.

FISCAL IMPACT: Funds are available for these transfers.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-85.

Joe Springer, Marina Manager	6/1/2020
Nicole Bednar, Administrative Services Manager	6/1/2020
Dale L. Martin, City Manager	6/4/2020
Tammi E. Bach, City Attorney	6/5/2020

Date: May 29, 2020

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2020-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FERNANDINA BEACH, FLORIDA, APPROVING AN
AMENDMENT TO THE BUDGET FOR FISCAL YEAR
2019/2020; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, when the fiscal year 2019/2020 budget was prepared, it was anticipated that the Northern Marina Rebuild Project would be completed early in the fiscal year; and

WHEREAS, due to the project timeline, the Project Manager temporary position has been extended, there are also additional rental expenses associated with the project, and an unanticipated new equipment purchase; and

WHEREAS, staff recommends a budget transfer of \$16,200 from the Marina Building account, 480 56200, and should be classified to the Marina Seasonal/Temporary account, 480 51300, for \$15,000 and Marina FICA account, 480 52100, for \$1,200. Also, a transfer of \$6,425 is recommended from the Marina Operating Supplies account, 480 55200, to the Marina Rentals/Leases account, 480 54400, for \$3,300 and the Marina Machinery and Equipment account, 480 56400, for \$3,125.

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

SECTION 1. The City Commission hereby approves a budget transfer of \$16,200 from the Marina Building account, 480 56200, and should be classified to the Marina Seasonal/Temporary account, 480 51300, for \$15,000 and Marina FICA account, 480 52100, for \$1,200. Also, a transfer of \$6,425 from the Marina Operating Supplies account, 480 55200, to the Marina Rentals/Leases account, 480 54400, for \$3,300 and the Marina Machinery and Equipment account, 480 56400, for \$3,125.

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

ADOPTED this 16th day of June, 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

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-86
Personnel Policy Manual Amendment

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-86

SYNOPSIS: This Resolution adopts the amended and restated Personnel Policy Manual. The Personnel Policy Manual was adopted in 2000 and last updated on July 16, 2019.

While many of the proposed changes are minor or stylistic in nature, the revisions include:

- Section 205, Pay and Performance Evaluations (revises merit pay and other provisions).
- Section 301, Employee Benefits (codifies an existing uniform benefits).
- Section 313, Health Insurance (clarifies spouses and adds qualifying domestic partners eligibility for coverage).
- Section 501, Safety and Health (clarifies safety glass expenses and minor language).
- Section 503, Use of Phone and Email System (minor language).
- Section 508, Emergency Closings (minor language).
- Section 509, Travel and Training (minor language).
- Section 511, Internet Usage (minor language).
- Section 512, Social Media (minor language).
- Section 705, Dress Code and Casual Days (minor language).

FISCAL IMPACT: Revisions to merit pay will likely result in some savings while other revisions may result in additional costs.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-86.

Dale L. Martin, City Manager	6/9/2020
Pauline Testagrose, Comptroller	6/9/2020
Tammi E. Bach, City Attorney	6/9/2020
Katie Newton, Legal Assistant	6/9/2020

Date: May 11, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RESTATING AND AMENDING THE CITY'S PERSONNEL POLICY MANUAL; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES, RESOLUTIONS AND POLICIES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach adopted the Personnel Policy Manual in 2000, and last updated the Personnel Policy Manual via Resolution 2019-116 on July 16, 2019; and

WHEREAS, the Personnel Policy Manual reflects the City's standards and objectives relating to employment-related matters and is a valuable communication resource for the City and its employees; and

WHEREAS, the Personnel Policy Manual provides an easily accessible guide to the City's policies and practices as well as an overview of the expectations of management in a written format. It is also viewed as a means of protecting the organization against discrimination or unfair treatment claims; and

WHEREAS, the restated and amended Personnel Policy Manual provides the organization with a more comprehensive and up-to-date policy; and

WHEREAS, it is in the best interest of the City of Fernandina Beach, its employees and citizens for the City Commission to adopt an updated and more comprehensive Personnel Policy Manual by Resolution as provided for in Ordinance 2017-01.

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

SECTION 1: The City Commission hereby approves and adopts the restated and amended Personnel Policy Manual (Exhibit "A").

SECTION 2: If any section, subsection, sentence, clause, phrase of this resolution, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3: All Ordinances, Resolutions and policies or parts thereof in conflict herewith be and the same are hereby repealed.

SECTION 4: This Resolution shall be deemed effective on this day of June 16, 2020, after its final adoption.

ADOPTED this 16th day of June, 2020.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



Personnel Policy Manual

City of Fernandina Beach

Personnel Policy Manual

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Welcome Message from the City Manager

Welcome to the City of Fernandina Beach. I look forward to working with you in serving the community.

Every employee contributes directly to the City's success, and each employee is a valued member of this wonderful staff.

The City has a number of obligations to its citizens and the two most important are: (1) to conduct all City functions in the most efficient and effective manner, and (2) to treat citizens and visitors in a courteous and respectful way.

This manual was developed to describe some of the expectations of employees and to outline the policies, programs, and benefits available to eligible employees. This manual is not intended to state all the conditions of employment with the City, but rather to provide information on certain policies and benefits currently in effect. These policies may be modified or supplemented at any time as part of the continuous effort to make the City a better place to live and work. Employees should be familiar with the contents of this manual and the Civil Service Section of the City Charter (Article VI), as the Charter contains a number of provisions concerning rights and benefits of City employees not included herein.

These policies apply to all employees of the City. Where any policy is inconsistent with any provision of the City Charter or any collective bargaining agreement to which the City is a party, the City Charter or collective bargaining agreement shall govern the employees to whom it applies. These policies shall supplement the City Charter and shall take precedence and have effect over any inconsistent policy or procedure, except those specifically enumerated in the City Charter or a collective bargaining agreement to which the City is a part.

If you have any questions, please contact the appropriate Department Director, a Human Resources Department representative, or the City Manager.

Again, welcome to the City. I wish for you to have a rewarding and successful time as an employee of the City of Fernandina Beach.

Sincerely,



Dale L. Martin
City Manager

Introductory Statement

This policy manual is designed to provide employees with information about the working conditions, employee benefits, and the policies affecting employment with the City of Fernandina Beach. Employees should read, understand, and comply with all provisions of this manual. It describes many employee responsibilities and outlines the programs developed by the City to benefit employees. One of the objectives is to provide a work environment that is conducive to both personal and professional growth.

No personnel policy manual can anticipate every circumstance or question about policy. The City reserves the right to revise, supplement, or rescind any policies or portion of this manual from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes.

The policies contained herein supersede and replace all prior policies and directives related to personnel and employment.

Mission Statement

The following represents the mission statement of the City of Fernandina Beach. This mission statement was developed with input from the employees. It was formally adopted by the City Commission on July 5, 2000.

We are dedicated to exceptional service to the community to enhance the quality of life and provide for the well-being of our citizens and the environment while preserving our history. We will achieve this through quality employees, teamwork, community involvement and civic duty, fiscal stability, caring, integrity and fairness, responsible planning, and commitment to excellence.

101 Nature of Employment and Oath

Employment with the City is voluntarily entered into, and the employee is free to resign at will at any time. Similarly, the City may terminate the employment relationship at will at any time.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the City and any of its employees. The provisions of the manual have been developed at the discretion of management and may be amended or cancelled at any time at the City's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the City Manager.

Employment with the City requires the execution of an Employee Oath that affirms support of the Constitution of the United States and of the State of Florida.

102 Veteran's Preference

In accordance with the provisions of Florida Statutes, Section 295, veterans and spouses of veterans who meet certain criteria are eligible for preference in employment or promotion provided the veteran or spouse possesses the minimum qualifications of the position as outlined in the job description. Such preference does not preclude the hiring (outside hire) of a non-veteran who is more qualified than a veteran; however, in case of a promotion, a veteran who possesses the minimum qualifications of the position shall be promoted.

Veteran's preference does not apply to the following positions with the City:

- City Commissioners
- Appointed board members
- City Manager
- City Attorney
- City Clerk
- Department Directors
- Temporary employees

103 Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the City will be based on merit, qualifications, and abilities. The City does not discriminate in employment opportunities or practices on the basis of race, color, religion, ethnicity, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, military or veteran status, familial status, marital status, physical appearance, socioeconomic status, cultural group, political status, belief system, or any other characteristic protected by law.

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, the City maintains an affirmative action philosophy to promote opportunities for individuals in certain protected classes throughout the organization.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of an immediate supervisor or the Human Resources Director. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

104 Government Ethics and Conduct

The successful operation and reputation of the City is built upon the principles of fair dealing and ethical conduct of City employees. The City's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The following policies will govern municipal ethics and conduct:

- No City employee shall accept a gift, favor or service from any person, firm or corporation which transacts business with the City in return for any favorable treatment, promise of favorable treatment or any other action by the City employee in accordance with State statutes.
- No City employee shall use or attempt to use his/her position to secure special privileges, favors or exemptions for self or others, except as may be provided by policy and/or law.
- No City employee shall accept employment or engage in any activity which would require the employee to disclose confidential information acquired from the employee's position with the City or disclose confidential information for personal gain or benefit.
- Any City employee who is an officer, manager, agent or member of, or owns an interest in, any corporation, firm, partnership, or other business entity which is subject to the regulation of, or which has substantial business commitments with the City, shall file a sworn statement to this affect with the City.
- No City employee shall transact any official City business with any business entity of which the employee is an officer, manager, agent, or member, or in which an interest is owned.
- No employee shall have personal investments in any enterprise which will create a substantial conflict between private interest and public interest.
- No City employee will engage in the harassment or discrimination of co-workers or members of the general public to include harassment or discrimination based on or involving race, age, religion, color, gender, national origin, military or veteran status, disability, familial status, marital status, sexual orientation, gender identity, gender expression or any other basis protected by law, rule or ordinance.

The continued success of the City is dependent upon the trust of its citizens and City staff is dedicated to preserving that trust. Employees, whether on or off duty, owe a duty to the City and its citizens to act in a way that will merit the continued trust and confidence of the public.

The City will comply with all applicable laws and regulations and expects its Commissioners, officials, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, should guide all employees with respect to acceptable conduct. If a situation arises for which it is difficult to determine the proper course of action, the matter should be discussed openly with an immediate supervisor, the Human Resources Director, or the City Manager.

Compliance with this policy of business ethics and conduct is the responsibility of every City employee. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including termination of employment.

105 Nepotism

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of persons currently employed by the City may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, who has the authority to review employment decisions. City employees cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within thirty calendar days, management, at its sole discretion, will decide.

Department Directors are responsible for ensuring policy compliance and for monitoring changes in employee reporting relations after initial hire to ensure compliance with this policy. Employees are responsible for reporting any changes or potential conflicts immediately to their supervisor.

In other cases where a conflict or the potential for conflict arises, even if no supervisory relationship is involved, the parties may be separated by reassignment or termination.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage and including cohabitating couples/significant others.

106 Employee Medical Examinations

To ensure that employees can perform their duties safely, medical examinations may be required.

Post-offer medical examinations are required only for those positions for which a bona fide job-related physical requirement exists. Such examinations are given to all persons entering the position only after conditional job offers. The medical examination will be performed at the City's expense by a health professional of the City's choice. The offer of employment is contingent upon satisfactory completion of the exam.

Current employees may be required to take medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

Medical records will be kept separate from other personnel records and remain confidential. Access to this information will be limited to those who have a legitimate need to know.

107 Immigration Law Compliance

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information regarding immigration law issues are encouraged to contact the Human Resources Director. Employees may raise questions or complaints regarding immigration law compliance without fear of reprisal.

108 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the City wishes to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. The City Manager is responsible for dealing with questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of City management. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the

employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. If employees have any influence on transactions involving purchases, contracts, or leases, however, it is imperative that they disclose the existence of any actual or potential conflict of interest to an officer of the City as soon as possible, so that safeguards can be established to protect all parties.

109 Public Relations

The news media is a valuable channel of communication between the City of Fernandina Beach and its citizens. By reporting City activities, the media informs citizens about how tax dollars are spent and provides a means of accountability in government service. For these reasons, it is expected that all City employees will be cooperative and courteous when dealing with the news media. Requests for information that can be released should be honored promptly, accurately, and fully. City employees should not attempt, however, to offer conjecture or interpretations of City policies for the news media (as opposed to providing facts or information). If an employee is in doubt concerning the information or is uncomfortable answering question(s), the employee should seek guidance from a Department Director, City Attorney, or the City Manager. All press releases should be pre-approved by the City Manager (or designee) prior to release.

110 Outside Employment

An employee may hold a job with another organization or be self-employed as long as the employee satisfactorily performs job responsibilities associated with City employment and has prior approval for such employment from the Charter Officer supervising the employee. All employees will be held to the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work/volunteer requirements.

If the City determines that an employee's outside work/volunteer work interferes with performance or the ability to meet the requirements of the City (as may be modified from time to time), the employee may be asked to terminate the outside employment/volunteer relationship if the employee wishes to maintain City employment.

Outside employment/volunteer work will present a conflict of interest if it has an adverse impact on the City. The City may restrict specific outside employment based on the position held by the employee with the City. Requests for outside employment which conflict with specific jobs with the City will not be approved.

Employees who have outside employment which has not been approved must disclose that employment at the earliest possible time. Outside employment obtained after an employee's hire by the City must be approved by applicable Department Director prior to accepting outside employment.

111 Personnel Records

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

It is important that personnel records be kept up to date by employees. Employees should notify their supervisor in any of the following situations:

- Name change
- Address change
- Telephone number change
- Change in marital status
- Changes to emergency notification information
- Beneficiary information
- Education status
- Military status
- Driver's license status or other information which may impact the job requirements
- Licensing, certification, and training

Personnel files are the property of the City, and access to some of the information those files contain may be restricted in accordance with state law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Director. With reasonable advance notice, personnel files may be reviewed in the City's offices and in the presence of an individual appointed by the City to maintain the files.

An employee may view personal (associated with that employee) personnel records at any time in their entirety.

112 Disability Accommodation

The City is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Pre-employment inquiries are made only regarding an applicant's ability to perform duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

The City is also committed to not discriminating against any qualified employees or applicants because those employees or applicants are related to or associated with a person with a disability. The City will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The City is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

113 Advancement, Job Posting, and Release

It is the policy of the City to promote from within when qualified employees are available. No employee will be referred for consideration who fails to meet the minimum experience requirements established for the position being posted. The City reserves the right to conduct concurrent recruitment for positions as deemed necessary. Employees are eligible for consideration when experience, performance, education, and technical preparation are consistent with the qualifications of the open position.

An employee selected for a promotion or reassignment will be released for assignment to the new job no later than two full pay periods from the date of selection, unless a later date is mutually agreed upon by the respective Department Directors or Charter Officers involved.

The City provides employees an opportunity to indicate interest in open positions and advance within the organization according to their skills and experience. In general, notices of job openings are posted.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants. Other recruiting sources may also be used to fill open positions in the best interest of the organization. Job openings will be posted on the employee bulletin board, the City website, or received via e-mail, and remain open for a minimum of three days. Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have performed competently for at least 180 calendar days in their current position and have no disciplinary actions in the past twelve months. Informal counseling and documented oral warnings will not count for purposes of this section.

Eligible employees should only apply for those posted jobs for which they possess the required skills, competencies, and qualifications. To apply for an open position, employees should complete a job posting application and submit it to the Human Resources Department. The City will not accept resumes in lieu of an application.

201 Employment Categories

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NON-EXEMPT (typically receiving an hourly wage) or EXEMPT (typically receiving an annual salary) from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only by the City Commission through the approval of the Pay and Classification Plan.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work a full-time schedule. Generally, these employees are eligible for the City's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are regularly scheduled to work less than thirty hours per week. While these employees do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), are also eligible for some of the City's other benefit programs, such as the employee assistance program (EAP), pool and gym privileges (at no cost to the employee), discounted golf privileges, and voluntary employee-paid benefits, such as short-term disability insurance and a voluntary 457(b) savings program.

TEMPORARY/SEASONAL – Temporary/seasonal employment is authorized to meet situations of a time-limited nature such as work- load backlogs, absence of regular full-time personnel, special projects, or other related situations that are time-limited in nature. All temporary hires will be made with a not-to-exceed date (e.g. 90 days, 180 days) and the situation prompting the temporary hire will be documented for the record and acknowledged by the temporary hire. The initial period of employment may be extended, if the situation necessitating the temporary hire continues, but will not exceed one year in duration. Temporary employment will not be used to avoid providing benefits to employees. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as Workers' Compensation insurance and Social Security), these employees are ineligible for the City's other benefit programs. Temporary/seasonal employees will generally not work beyond the season for which hired.

202 Employment Reference Checks

To ensure that individuals who join the City work force are well-qualified and have a strong potential to be productive and successful, it is the policy of the City to check the employment references of all applicants.

The City Human Resources Department will respond to all reference check inquiries from other employers.

203 Probationary Period

The probationary period is intended to give newly hired and/or promoted employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance. Failure to satisfactorily complete the probationary period will result in the termination of employment.

All new, rehired, and/or promoted employees work on an introductory basis for the first six months after their date of hire and/or promotion (with the exception of Charter Officers or other contracted employees). Police Officers and Firefighters are governed by the appropriate collective bargaining agreements.

Newly hired and/or promoted employees are not eligible to apply for another City position until satisfactorily completing their probationary period.

204 Employment Applications and Documents

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented on employment forms used throughout the hiring process and after employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. Résumés will not be considered in lieu of an application.

205 Pay and, Performance Evaluations, and Increases

Pay of hourly employees is set within the range of by the grade of the position for which employed. Merit pay increases are based on performance evaluations received. The agreements between the City and the unions govern pay increases for union-covered positions.

Positions are graded and pay is determined by the pay range established for the grade. The rate of pay is determined by the pay range, qualifications of the employee, and other relevant factors.

Newly hired employees will must receive a probationary evaluation upon the completion of six months of service and may be eligible for a merit increase (not to exceed 1%) at the discretion of the appropriate Department Director.

Annual merit-based pay adjustments ~~of up to six percent~~ are may be awarded by the City to salaried employees to recognize ~~truly superior~~ employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by the formal performance evaluation process.

It is the policy of the City of Fernandina Beach to conduct annual formal performance evaluations. ~~evaluate employees who are paid under the Classified Service Pay Schedule on October 1 of each year.~~ Annual appraisals Evaluations will be completed within thirty calendar days prior to ~~of~~ the beginning of ~~the each~~ fiscal year (October 1). Employees that have completed their probationary period will be reviewed and ~~will may~~ be eligible for a merit pay increase on October 1.

Annual merit increases will be based on the overall performance rating as follows:

- ~~A Rating of 5: 6%~~
- A Rating of 4: 4% 2% + CPI (specific metric to be determined)
- A Rating of 3: 2% 1% + CPI
- A Rating of 2: no increase CPI
- A Rating of 1: no increase

~~Employees who have reached the maximum of the pay range for their position will receive merit pay increases at one-half of the evaluation merit rate.~~

An employee who fails to achieve a satisfactory rating as part of an annual performance review may be placed in a ninety-day Performance Improvement Period (PIP). Following completion of the ninety-day PIP, the employee will be further evaluated. Failure to achieve the minimum rating on the subsequent review will result in the proposed separation of the employee for substandard performance.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at the end of the employee's initial period of hire, known as the probationary period, and annually as described above. ~~Additional~~ A formal performance evaluations ~~are~~ is also required ~~conducted on an annual basis to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals for any employee to be promoted. An employee who is promoted to a higher pay grade is not eligible for a merit increase on the following October 1 (the promotion is indicative of the recognized merit).~~

At the discretion of the City Manager, a lump sum payment (once per year) of up to \$1,500 \$1,000 may be awarded for an employee who achieves a state license or certification that would exceptionally benefit the City. Department Directors will annually prepare a list of appropriate license or certifications and corresponding awards that the City Manager will review and approve.

301 Employee Benefits

Eligible City employees are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employment classification. Department Directors or the Human Resources Department can identify the programs for which employees are eligible. Details of many of these programs can be found elsewhere in this policy manual.

The following benefit programs are available to eligible employees:

- Bereavement Leave
- Deferred Compensation Plan
- Educational Assistance
- Employee Assistance Program
- Family and Medical Leave
- Health Insurance
- Holidays
- Jury Duty Leave
- Term Life Insurance and Supplemental Life Insurance
- Military Leave
- Pension Plan
- Personal Leave (Salaried Employees)
- Sick Leave Benefits
- Vacation or Paid Time Off
- Workers' Compensation

In addition to the benefits outlined above, exempt employees and/or non-exempt employees not covered by a current union agreement that are required by Federal, State, Local, or Department directive to wear uniforms may be reimbursed for the purchase of uniforms in an amount established by respective Department Directors each fiscal year. This reimbursement amount shall not exceed \$300 per employee in each fiscal year. Furthermore, exempt employees and/or non-exempt employees not covered by a current union agreement that are required by Federal, State, Local, or Department directive to wear safety boots may be reimbursed for the purchase of safety boots meeting ANSI Standards #241,1-1991 in an amount established by respective Department Directors each fiscal year. This reimbursement amount shall not exceed \$300 per employee in each fiscal year.

Some benefit programs are funded by the employee in total or partially, but many are paid by the City.

302 Vacation Benefits

Vacation leave with pay is available to regular full-time employees to provide opportunities for rest, relaxation, and personal pursuits. Full-time employees hired prior to March 1, 2005, are eligible to earn and use vacation leave as described in this policy or as otherwise described in agreements between the City and recognized employee unions. Full-time employees in United Brotherhood of Carpenters and Joiners (UBC)-covered positions hired after October 1, 2004, and full-time General employees in salaried, exempt positions hired after March 1, 2005, have Paid Time Off (PTO) available. See Section 304 for more details on this plan.

The amount of paid vacation leave provided each year increases with the length of employment at specific intervals. Once an employee enters an eligible employment classification, the employee begins to earn vacation leave according to a specific schedule. Employees covered by collective bargaining agreements should refer to the appropriate contract for specific information on leave accruals.

Salaried, exempt employees hired prior to March 1, 2005, accrue vacation leave as follows:

Years of Service	Accrued hours per pay period
0 to 2 Years – 80 hours (10 days)	3.08 hrs. per pay period
2 Years less than 10 Years – 120 hours (15 days)	4.62 hrs. per pay period
10 Years less than 20 Years – 160 hours (20 days)	6.16 hrs. per pay period
20 Years and above – 200 hours (25 days)	7.70 hrs. per pay period

The length of eligible service is calculated on the basis of a “benefit year,” which is one year from your anniversary date. This is the twelve-month period that begins when the employee starts to earn vacation leave. An employee’s benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation (see individual leave of absence policies for more information).

Vacation leave is paid out at the employee’s base rate at the time vacation leave is used. It does not include overtime or any special forms of compensation such as incentives, bonuses, or shift differentials.

Employees may carry vacation leave forward from one benefit year to another benefit year not to exceed the vacation leave benefit for which the employee is entitled for the new benefit year. Example: An employee who completes two years of service at the end of the benefit year may carry over 10 days of vacation into the new benefit year as the employee receives a higher earning rate in the new benefit year. This maximum carryover cannot be exceeded unless extenuating circumstances exist (e.g. long-term illness, exigencies of work or other factors that are in the best interest of the City and the employee) that are approved by the City Manager.

Upon termination, employees will be paid for unused vacation leave earned.

303 Paid Time Off (PTO)

Full-time UBC-covered employees hired after October 1, 2004, salaried employees hired after March 1, 2005, , and full-time employees in Coastal Florida Police Benevolent Association (CFPBA)-covered positions hired after October 1, 2013 shall not be eligible for vacation time or for sick leave, but instead shall be entitled to Paid Time Off (PTO).

Full-time UBC-covered employees hired prior to October 1, 2004 and all salaried employees hired prior to March 1, 2005 have the option to convert to the Paid Time Off program during annual open enrollment. In this case, the employee's existing vacation leave balance is transferred to the paid time off account. The employee's existing sick leave balance shall remain.

Full time employees with PTO benefits will accrue leave as follows:

Years of Service	Days/Hours
Less than 1 year	15 days (120 hours)
1 year, but less than 5 years	20 days (160 hours)
5 years, but less than 10 years	25 days (200 hours)
10 years, but less than 15 years	28 days (224 hours)
15 or more years	32 days (256 hours)

Pay for PTO's shall be based on the rate of pay of the employee at the time the PTO is taken. Employees will be eligible to use PTO as accrued. The City does not require employees to retain a minimum balance of accrued PTO.

Employees may carry forward unused PTO up to a maximum of 1200 hours, however, PTO hours accumulated have no cash value, and may not be paid out in any manner, including at separation, retirement, or termination.

Employees who convert from sick/vacation leave to the PTO option may have accrued sick leave time as of the date of their election agreement, which is kept in a separate bank and may be used in accordance with the sick leave policy. Section 62-269 of the City Code governs sick leave sell-back of any applicable sick leave remaining in this bank on the employee's departure from the City.

304 Sick Leave Benefits

The City provides paid sick leave to all regular full-time employees, with the exception of those employees covered by the Paid Time Off (PTO) plan. Full-time employees in UBC-covered positions hired after October 1, 2004, full-time salaried employees of the classified service who are hired after March 1, 2005, and full-time employees in CFPBA-covered positions hired after October 1, 2013 are covered under the PTO plan (see Section 304).

Eligible employees accrue sick leave benefits at the rate of twelve days per year (one day for every full month of service). Sick leave benefits are calculated on the basis of a “benefit year,” the twelve-month period that begins when the employee starts to earn sick leave benefits. The maximum sick leave accumulation is 1200 hours unless specifically modified by an agreement between the City and a recognized labor union. Employees may use sick leave accrued without a waiting period.

Eligible employees may use sick leave benefits for an absence due to personal illness, medical appointment, injury, or for that of a family member’s illness, medical appointment, or injury.

Employees who are unable to report to work due to illness or injury should notify a direct supervisor before the scheduled start of the workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician’s statement may be required to verify the disability and its beginning and expected end dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Sick leave benefits will be calculated based on the employee’s base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. Sick leave benefits may be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers’ compensation, or City-provided disability insurance programs as long as the employee is available to return to work on a light duty basis as soon as released by the attending physician. The combination of any such disability payments and sick leave benefits cannot exceed the employee’s normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 1200 hours of sick leave benefits. If the employee’s benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Sick leave sell-back may apply to certain union-covered employees depending on the employee’s date of hire and specific guidance is contained in each of the union agreements. Sick leave sell back for exempt (non-union) may apply depending upon employee’s date of hire and in accordance with Section 62-269 of the City Code.

In accordance with City Ordinances, Section 62-269, if an employee has worked with the City for a minimum of ten years prior to December 7, 1999, and has reached the eligible early or normal retirement age (as defined in applicable pension plans and union contracts) and retires or dies, the employee will be paid for all accumulated sick leave. An employee hired after December 7, 1999, will not be eligible to be paid for any accumulated sick leave upon death, retirement or separation from employment. If an employee hired prior to December 7, 1999, has worked for the City for a minimum of three but less than ten years prior to December 7, 1999, and has reached the early or normal retirement age and retires or dies, employee will be paid for all accumulated sick leave, up to a maximum of 700 hours. If an employee hired prior to December 7, 1999, has worked for the City for less than three years prior to December 7, 1999, and has reached the early or normal retirement age and retires or dies, employee will be paid for all accumulated sick leave, up to a maximum of 300 hours.

If an employee has not reached the eligible early or normal retirement age and leaves City employment and is entitled to a sick leave payment, the employee shall collect an amount for sick leave which shall be discounted at the rate prevailing in accordance with the Five Year Treasury Constant Maturity index rate in effect thirty days prior to the employee's separation date.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury to self or a family member and may not be used for any other absence. Employees may substitute any accrued vacation leave for sick leave.

305 Sick Leave/PTO Donation

By written consent of any employee, accrued sick leave/PTO may be donated to a fellow employee under the terms and conditions outlined herein:

- All full-time employees are eligible to donate/receive sick leave/PTO
- The use of donated leave must be due to the employee's own serious health condition or maternity leave and cannot be used for elective surgery. Time off to care for a family member is not covered for purposes of this section.
- The employee is not eligible to receive benefits under any other governmental program (such as workers' compensation).
- The recipient shall have exhausted all personally accrued paid leave.
- The employee must be projected to be able to return to work or pending disability retirement.
- All sick leave donations will be posted to the fellow employee's leave account, on a pay period by pay period basis, for only the hours needed in that pay period. Once the hours needed for that pay period are donated, the Department Director will not accept any further donations and the donor's form will be returned to the donor. No employee shall be allowed to bank donated hours above those hours needed for any one pay period.
- The maximum donation allowed per incident from any one employee is forty hours. Employees donating leave must have a remaining minimum leave balance of eighty hours.

- All requests for donations must be made in writing by the employee through the Department Director to Human Resources.
- This policy shall not be subject to any grievance procedures.
- Any tax obligations from donated leave shall be the recipient employee's responsibility.
- All benefits of the recipient employee will continue.

Sick leave donation forms are available in the Human Resources Department.

306 Holidays

The City will grant holiday time off to eligible employees for the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

The City will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees
- Regular part-time employees

To be eligible for holiday pay, employees must work the last scheduled workday immediately preceding and the first scheduled workday immediately following the holiday or be in approved leave status on these days. Regular part-time employees must be otherwise scheduled to work on the holiday in order to be eligible for holiday pay.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Other days of holiday observance may be required and when this occurs, the days to be observed as holidays will be announced in advance to the work force. For those employees who are rotating seven day a week schedules, such as police officers, the holiday is generally observed the day on which it falls. If an employee works on a holiday, they shall be given a compensatory day off or receive holiday pay in addition to pay for hours worked.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Part-time and temporary/seasonal employees who are required to work on a City- recognized paid holiday will be compensated at 1 ½ times their hourly rate of pay. Regular, non-exempt union-covered employees shall refer to the respective collective bargaining agreement for more information on paid holidays.

307 Accident/Incident/Injury Reporting and Workers' Comp

The City provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

An employee who is involved in an accident, incident, or sustains a work-related injury or illness should inform a supervisor immediately. No matter how minor an on-the-job accident, incident, or injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. An accident/incident/injury report form must be submitted to Human Resources immediately.

Workers' compensation benefits will be provided in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, to an employee who is disabled because of an on-the-job injury arising out of, and in the course of, activities related to his employment.

An employee who sustains an injury resulting in disability which is compensable under the Workers' Compensation Law shall be carried in full pay status for a period not exceeding thirteen weeks. While being carried in full pay status, any compensation received by the employee from the Workers' Compensation carrier shall be submitted to the City Finance Department. Under no circumstances shall the employee receive more than 100% of regular earnings while on Workers' Compensation leave. Such pay will be contingent upon written confirmation of inability to work from the attending physician treating the employee.

Neither the City nor the insurance carrier will be liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

308 Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to five days of paid bereavement leave due to the death of an immediate family member will be provided regular full-time and regular part-time employees. The City defines “immediate family” as the employee’s parent or stepparent, spouse, or child (to include foster children). Up to three days of paid bereavement leave will be provided due to the death of the employee’s parent-in-law, child’s spouse, sibling, grand-parents, or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

One day of bereavement leave may be granted due to the death of any other family member not included above who is related by blood or marriage in order that the employee may attend the funeral service.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor’s approval, use any available paid leave for additional time off as necessary.

309 Personal Leave

The City grants four days of personal leave on a fiscal year basis to salaried, exempt employees. Personal leave not used during the fiscal year in which granted will be forfeited. Personal leave has no cash value and unused personal leave shall not be compensated at the time of separation, retirement, or termination.

310 Jury Duty

The City encourages employees to fulfill their civic responsibilities by serving jury duty when required.

A regular full-time or regular part-time employee who is summoned to jury duty will be granted administrative leave and will be paid his/her regular rate of pay during such absence. If released by the court prior to the end of the employee’s normally scheduled workday, the employee is expected to return to work.

Jury duty will be calculated on the employee’s base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Eligibility for administrative leave requires the employee to deposit with the Finance Department any monetary payment received for jury duty services.

Employees must show the jury duty summons to a supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either the City or the employee may request an excuse from jury duty if, in the City's judgment, the employee's absence would create serious operational difficulties.

The City will continue to provide health insurance benefits for the full term of the jury duty absence.

311 Educational Assistance

The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills, advance or enhance their ability to compete for reasonably attainable jobs within the City.

The City may provide educational assistance to all regular full-time employees who have completed 180 calendar days of service in an eligible employment classification. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Educational assistance is available if the department's budget will support the program.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. For educational opportunities which result in college credits, see Section 315, Tuition Reimbursement. The City has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact the Human Resources Director for more information or questions about educational assistance.

The City will reimburse employees upon completion of their courses for their voluntary participation in educational assistance courses. Reimbursement will include the cost of courses and the reasonable cost of books. Employees may receive reimbursement for no more than two courses in any one semester. To be reimbursed, the employee must attain a final grade of a "C" or satisfactory completion whichever applies. The City's program does not include being excused from the regular work schedule to attend voluntary educational assistance programs.

While educational assistance is expected to enhance employee's performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to advancement, a different job assignment, or pay increases.

The City invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance. However, if an employee separates from employment with the City within two years of the last educational assistance payment, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay

the original educational assistance payment on a pro-rated basis. The employee will receive 1/24th credit for each month of employment following the educational assistance payment to determine the amount owed the City.

312 Tuition Reimbursement

What is it? The Tuition Reimbursement Policy is designed to provide reimbursement for undergraduate or graduate level courses that may improve job performance or enhance career opportunities within the City of Fernandina Beach.

Who is eligible? An employee is eligible if:

- The employee is an active full-time employee of the City of Fernandina Beach
- The employee has a minimum of six months of service with the City of Fernandina Beach
- The employee has satisfactorily completed an initial probationary period prior to the first meeting date of the intended course(s).

Exception: *Employees on a Personal Improvement Plan (PIP) are not eligible.*

What courses are covered? Courses are covered as follows:

- Undergraduate, graduate, or vocational courses (including online) which meet all the following criteria:
 - Help improve job performance or career advancement opportunities within the City of Fernandina Beach (or are requirements in a degree program that does so).
 - Are offered by an accredited college, university, or technical/trade school.
 - Result in college credits.
- Preparatory courses required for General Education Development (GED) programs, as well as the actual GED test.
- Courses for Portfolio credit, College Level Examination Program, and life experience courses, if these are a part of a pre-approved degree program.

What is not covered? Courses not covered include:

- Undergraduate, graduate, or vocational courses and programs which:
 - are offered by a **non**-accredited college, university, or technical/trade school
 - do **not** result in college credits
- Degree programs that do not help improve job performance or career advancement opportunities within the City of Fernandina Beach.
- Doctoral programs, law degrees, etc.
- Refresher courses to prepare for an examination required to obtain a professional license (such as Professional Engineer, Certified Public

- Accountant, State Bar, etc.), as well as the fees for such examinations.
- Courses that duplicate courses offered by the City of Fernandina Beach
- Courses or seminars awarding Continuing Education Units (CEUs)
- Microsoft and other software certification programs

What is meant by an accredited school? Accredited schools are those that meet acceptable levels of educational quality and standards as set forth by one or more of the following agencies:

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools
- Northwest Association of Schools and Colleges
- Southern Association of Schools and Colleges
- Western Association of Schools and Colleges
- Accrediting Commission for Senior Colleges and Universities
- Accrediting Commission for Community and Junior Colleges
- Any other accrediting organization belonging to the Council for Higher Education Accreditation

NOTE: Information on school accreditation is generally provided in school catalogues.

What expenses are eligible? The maximum amount available per employee for reimbursement in a fiscal year is \$5,000. Eligible expenses are those actually paid by the employee and not otherwise paid or reimbursed by scholarship, grant, or other qualifying benefits (such as Veterans Administration benefits) or refunded by the school. **Consistent with IRS guidelines, expenses will count toward the annual maximum in the calendar year in which the payment is made, irrespective of when the expenses were incurred, or when the reimbursement application was submitted.**

Eligible expenses are those paid for:

- Tuition
- Fees for application, registration, laboratory or library use, on-line quizzes and test access
- Textbooks per course up to \$100

NOTE: Itemized receipts are required.

What expenses are not eligible? Expenses not eligible for reimbursement include:

- Parking fees
- Student Activity fees
- Deferral fees
- Late fees or service charges

When must approval be obtained? Approval is required from the appropriate Department Director prior to enrollment in:

- A program to pursue an appropriate undergraduate or graduate degree; it

is not necessary to obtain subsequent approvals for classes associated with such degree programs.

- Classes covered by this policy which are taken on an ad hoc basis, vocational courses, or GED preparatory class.

What are the minimum standards?

To receive reimbursement for a course, an employee must earn:

- At least a "B" (or "Pass" in a Pass/Fail grading system) in graduate courses.
- At least a "C" (or "Pass" in a Pass/Fail grading system) in all other courses.

What if a course cannot be completed due to external circumstances?

Reimbursement may be approved if any of the following prevent completion of coursework:

- Personal illness/injury which causes sustained absence from class (documentation required from a physician and school).
- Military leave of absence; (documentation required from military authorities and school).

NOTE: Expenses eligible for reimbursement in these situations are those actually paid minus any relevant refunds.

How do resignations, retirements, or terminations affect reimbursement?

Resignations, retirements, or terminations before course completion disqualify an employee for reimbursement. Additionally, if an employee similarly separates from City employment within two years of a tuition reimbursement, the employee will be required to repay the reimbursement on a pro-rated basis. The employee will receive 1/24th credit for each month of employment following the tuition reimbursement to determine the repayment amount.

What are the tax implications on reimbursements?

To determine if a reimbursement is taxable, complete the "Taxability Declaration - Graduate" form which is included with the application (for information on obtaining an application, refer to the section "What is the application process?").

Are dependents eligible for reimbursement?

No, the Tuition Reimbursement Policy is designed to assist only employees.

Rights and Responsibilities

It is the employee's responsibility to comply with the terms of the policy and to track the amount(s) reimbursed. The City of Fernandina Beach has the right to audit expenses, require additional documentation, and discipline employees who violate the terms of this policy or otherwise abuse the program. The City of Fernandina Beach has the right to suspend or cancel this program or change the terms of the policy at any time.

Other

Questions regarding this program may be directed to the Human Resources

Questions? Director.

What is the application process? To apply, follow these steps:

Step	Action
1	Prior to enrolling in a course or program, discuss the intent to pursue additional education with the appropriate Department Director. With the Department Director's consent, obtain a City of Fernandina Beach Application for Tuition Reimbursement from the Human Resources Department.
2	Complete all fields according to the instructions and sign the application.
3	Complete and sign the "Taxability Declaration - Graduate" form if requesting reimbursement for a graduate course (this form is included with the application).
4	Submit the completed application forms to the appropriate Department Director for final review and approval (retain copies for personal records).

How is reimbursement completed? To get reimbursed, follow these steps:

Step	Action
1	Complete "Other Eligible Expense" on the approved application form, including a summary of all expenses.
2	Attach the following paperwork to the approved application and Taxability Declaration form (where applicable): • Itemized receipts from all eligible expenses including tuition • Official documentation (transcript) from the school. • Other documentation as needed (refer to the section "What if a course cannot be completed due to external circumstances?")
3	Submit completed documents to the appropriate Department Director for final approval.
4	Within ninety days of course completion , submit the original application, Taxability Declaration form, receipts, and documentation to the Human Resources Department (retain copies for personal records).

313 Health Insurance

The City's health insurance plans provide regular full-time employees, **spouses (or qualifying domestic partners)**, and their dependents access to medical and dental insurance benefits. Employees are eligible for health benefits on the first day of the first month following completion of thirty days of service.

Eligible employees are provided basic medical insurance coverage at no cost. If an employee chooses an enhanced medical plan, the employee must pay the difference between the basic cost and the enhanced plan cost. Employees may purchase medical insurance for spouses (or qualifying domestic partners) and dependents as well and the City will fund a percentage of the cost. For employees hired prior to October 1, 2013, the City will fund fifty-five percent of the cost of spouses (or qualifying domestic partners) and dependent coverage. For employees hired on or after October 1, 2013, the City will fund fifty percent of the cost of spouses (or qualifying domestic partners) dependent coverage.

The City's dental insurance plan is available for purchase by eligible employees. Employees are responsible for the full cost of coverage at the City's group rate. Employees may purchase coverage for themselves as well as spouses (or qualifying domestic partners) and dependents.

Eligible employees may participate in the health insurance plans subject to all terms and conditions of the agreement between the City and the insurance carriers.

The City's group health insurance plans are available to eligible City retirees; however, retirees are responsible for the full cost of coverage at the City's group rate. Retirees may purchase coverage for themselves as well as spouses (or qualifying domestic partners) and eligible dependents.

Details of both plans are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Human Resources Department for more information about health insurance benefits.

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rate plus an administration fee. The City will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under City's health insurance plan. The notice contains important information about the employee's rights and obligations.

314 Life Insurance

Life insurance offers financial protection. The City provides a basic life insurance plan with coverage equal to an employee's annual earnings for regular full-time employees. Additional

supplemental insurance and/or dependent life insurance coverage may also be purchased by employees.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided for regular full-time employees at no cost to the employee.

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

The City's group basic life insurance is available to City retirees, subject to eligibility rules. Retirees are responsible for the full cost of coverage at the City's group rate. Retirees may purchase basic life insurance coverage for themselves only.

Details of the basic life insurance plan including benefit amounts are described in the Certificate of Coverage provided to eligible employees and retirees. Contact the Human Resources Department for more information about life insurance benefits.

Employees (non-retirees) may convert the group policy to an individual policy upon termination of employment from the City.

315 Deferred Compensation Program

The City provides a voluntary 457(b) deferred compensation programs for all employees. The deferred compensation programs allow employees to invest money into various funds administered by the Deferred Compensation Plan Administrators.

Contributions to the plans are made by payroll deduction. The City provides no matching funds. An employee may defer a percentage or a specific dollar amount of salary or wages. Employees may wish to consider using a percentage, as the amount of the contribution would increase proportionately in relation to higher compensation without any further action required. Employees may increase, stop, and start contributions as often as desired without fees or penalties through the plan administrator.

Employees interested in the deferred compensation programs should contact the Human Resources Department.

316 Recreational and Other Benefits

Golf Privilege - The Fernandina Beach Golf Club is a popular municipal golf course. All employees are eligible to play golf (including the use of cart, if desired) at the City Course at a reduced rate. This privilege is subject to availability as determined by the Golf Pro.

The City operates two recreation centers: the Atlantic Recreation Center and the Martin Luther King Recreation Center, the Peck gymnasium, and the Bosque Bello Cemetery.

Pool Privilege - Employees, retirees, and their immediate families* have pool privileges year-round for the pools during public swim/lap and swim program hours at the City's two Recreation Centers at no charge.

Fitness Room Privilege - The Peck Gymnasium and the Atlantic Center Fitness room offer a variety of cardio equipment, strength machines, and free weights. All employees, retirees, and their immediate families* are allowed free use of this equipment during operating hours.

*Immediate family defined for pool and fitness room/gym privileges shall include employee, employee's spouse and dependent children living in the same household. If employee is a dependent, parents as well as siblings also claimed as dependents are eligible.

Program and Facility Rentals – City employees and retirees qualify for City resident rates for programs and rentals.

Cemetery – All City retirees or employees with a minimum of 15 years of consecutive part-time or full-time employment shall receive 50 percent off the City resident purchase price of a single lot with a maximum of one lot to be purchased at the discounted price in the Bosque Bello cemetery. Lots purchased at a discount shall be used for immediate family only.

317 Employee Pension Plans

The City has established pension plans for General Employees, Firefighters, and Police Officers to provide employees with enhanced security upon retirement.

Regular full-time employees, with some exceptions, are required to participate and contribute to the plans, and therefore will be automatically enrolled. The employee contribution amounts may increase from time to time, as set forth by City Ordinances. Each plan has normal and early retirement eligibility criteria and a disability retirement provision. For additional information, please review the appropriate summary plan description.

Employees who leave employment with the City have the option of retaining funds in the plan or withdrawing the funds contributed. Funds contributed by employees and withdrawn will equal the amount contributed without interest.

318 Credit Union and Banking

Some local banks have agreed to provide reduced banking costs for City employees. Employees should check with the bank of choice in order to take advantage of the services provided. Direct deposit request forms may be obtained in the Human Resources Department and are also located in the Employees section of the City website.

319 Employee Assistance Program

The City cares about the health and well-being of its employees and recognizes that a variety of personal issues can disrupt both personal lives and work lives. While many employees successfully cope with such issues individually or with the help of family and friends, sometimes employees need professional assistance and advice.

Through the Employee Assistance Program (EAP), the City provides confidential access to professional counseling services for help in confronting such personal issues as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members, offering problem assessment, short-term counseling, and additional referrals to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard employee privacy and rights. Information given to an EAP counselor may be released only to the affected employee and only if personally requested in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner.

Employees incur no cost to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. Any costs associated with private services may be covered by the employee's health insurance. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if ignored: no issue is too small or too large, and a professional counselor is available for assistance- call the EAP at (800) 955-6422

401 Timekeeping

Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

All employees should accurately record work time, as well as the beginning and ending time of each meal period. Employees should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to review time records to certify the accuracy of all time recorded. Department Directors will subsequently review and approve the time record before submitting it for payroll processing.

402 Paydays

Employees are paid on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

If a regularly scheduled payday falls on upon a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, if drawing a traditional paycheck, the employee's paycheck will be available upon return from vacation (directly deposited funds are available immediately on the respective payday).

Employees may have pay directly deposited into their bank accounts with advance written authorization to the City. Employees will receive an itemized statement of wages when the City makes direct deposits.

403 Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of the most common circumstances under which employment is terminated:

- Resignation – voluntary employment termination initiated by an employee.
- Discharge – involuntary employment termination initiated by the organization.
- Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

The City will generally schedule exit interviews at the time of employment termination, except in the case of an involuntary employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the City, or return of City-owned property. Suggestions, complaints, and questions can also be communicated.

Employee benefits will be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

404 Administrative Pay Corrections

The City takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event of an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Finance Department so that corrections can be made as quickly as possible.

405 Pay Deduction and Setoffs

The law requires that the City make certain deductions from every employee's compensation: most commonly, applicable federal, state, and local income taxes. The City also must deduct Social Security taxes on each employee's earnings up to a specified limit (the Social Security "wage base"). The City matches the amount of Social Security taxes paid by each employee.

The City offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation for City-sponsored benefit programs.

Pay setoffs are pay deductions taken by the City, usually to help pay off a debt or obligation to the City or others. Should an employee be obligated to re-pay the City for a debt or obligation, the employee must make payment arrangements with the City, either by payroll deduction or direct payment. A signed authorization form is required prior to any pay setoffs or payroll deductions (excluding court ordered deductions).

If an employee fails to make such arrangements within thirty days of incurring the debt/obligation, the City will prepare a re-payment schedule and will advise the employee (in writing) of the payroll deduction to be made, and will provide at least two weeks advance notice before the deduction is taken, except in the case of the employee's resignation or termination of employment. Under no circumstances may an amount in excess of 10% per pay period of the pay of such employee be required as part of a repayment schedule or plan.

Questions related to payroll deductions should be directed to the Finance Department.

501 Safety and Health

The safety and well-being of City employees and citizens is of critical importance to the organization. To assist in providing a safe and healthful work environment for employees, customers, and visitors, the City has established a workplace safety program. This program is a top priority for the City. The Safety Committee and all City supervisors/management **have responsibility are responsible** for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The City provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, e-mail, bulletin board postings, memos, or other communications. A labor-management safety committee, composed of representatives from throughout the organization, has been established to monitor the City's safety program and to facilitate effective communication between employees and management about workplace safety and health issues.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition, injury, accident, or incident to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Exempt employees and/or non-exempt employees not covered by a current union agreement who are required to wear prescription safety glasses may be reimbursed up to \$300 toward the purchase of prescription safety glasses (cost of associated eye examination is at the employee's expense, subject to appropriate medical benefits) once every two fiscal years. Safety glasses must meet ANSI standards, #287.1 and have side shields.

Exempt employees required to obtain a physical examination for maintaining their Commercial Driver's License (CDL) may be reimbursed up to \$250 each fiscal year for satisfactory completion of the physical examination and re-certification of the CDL.

Driver Safety

Employees required to drive on City business at any time will be expected to consistently apply and follow all the procedures below.

Procedures

- All employees are expected to wear seat belts at all times while in a moving vehicle being used for City business, whether in the vehicle as the driver or a passenger, in accordance with FL Statutes.
- Use of handheld cell phones, whether personal or City-owned, while behind the wheel of a moving vehicle being used on City business is discouraged.
- Although the use of cell phones under any circumstances is discouraged while driving, the use of hands-free technology may be warranted in certain circumstances.
- Engaging in other distracting activities including, but not limited to, eating, reading, or manipulating the radio, is also strongly discouraged while driving, even when in slow-moving traffic.
- Use of alcohol, drugs, or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
- Tobacco use, in any form, is prohibited in City vehicles.
- All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving.
- Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.

- Employees who drive commercial vehicles or who are otherwise subject to separate rules and regulations such as those dictated by state or federal law are also expected to adhere to all policies and regulations associated with the appropriate law or regulation that applies.
- Employees must promptly report any vehicle accidents to local law enforcement as well as to the City in accordance with established procedures [details below].
- Employees are also expected to report any moving or parking violations received while driving on City business and/or in City vehicles.

Vehicle Accident Procedures

- If life-threatening injuries occur, call 911 immediately; for minor injuries, contact Amelia Urgent Care (AUC).
- Notify local law enforcement and request an accident report to be completed at the scene of the accident.
- Provide license, insurance, & registration as requested.
- Cooperate fully with law enforcement personnel.
- Contact immediate supervisor/Department Director.
- Assist supervisor/person in charge where injury/accident/incident occurred in completing a Report of Injury/Accident/Incident by providing all necessary information.
- Contact Fleet Maintenance.

A City of Fernandina Beach supervisor will initiate notification to Amelia Urgent Care, and then ensure that an escort accompanies the employee(s) needing services. For coordination, the cell phone number of the patient's escort or Supervisor will be provided to AUC. Please allow between thirty- and sixty-minutes response time to meet at the AUC office.

The City may require substance abuse testing for any employee involved in an accident while on duty, whether on or off the City's premises in a City vehicle or while operating City owned or rented equipment in accordance with the City's vehicle use policy.

If determined necessary, drug testing should be performed immediately following the accident and is to be handled by Amelia Urgent Care. For out-of-town accidents, contact the Human Resources Department for the nearest location of an authorized drug testing center.

502 Work Schedules

Except for public safety shift workers and other employees covered by a collective bargaining agreement, the normal work schedule for all regular full-time employees is eight hours per day, five days per week, typically 8:00 AM to 5:00 PM (including one hour for lunch). Changes to those hours must be approved by the City Manager, although occasional staffing needs and operational demands may necessitate variations to either or both the schedule and number of hours. Supervisors will advise employees of the times their schedules will normally begin and end.

It is the policy of the City to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet City operational requirements. Employees

should not be scheduled to work more than sixteen hours consecutively (excluding firefighters) unless it is an extreme emergency and regardless of whether the employee volunteers for the overtime work.

503 Use of Phone and Mail System

~~To keep lines clear for City business,~~ Employees should discourage incoming personal calls. Employees should practice discretion when making local personal calls. Personal use of the telephone for long-distance and toll calls is not permitted.

~~To ensure effective telephone communications,~~ Employees should always speak in a courteous and professional manner. Please confirm information received from the caller and disconnect only after the caller has done so.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace.

Mobile Device Policy

The City of Fernandina Beach adopts Chapter 119, Florida Statutes, hereinafter referred to as the "Public Records Law," including all exemptions provided in the Florida Statutes, as presently enacted and, hereafter amended, and as may be construed by the courts and Attorney General, as the City's policy regarding the public's right to inspect and copy public records. Pursuant to section 119.011(12), Florida Statutes, "public records means all documents, papers, letters, books, maps, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law [or City of Fernandina Beach Code] or in connection with the transaction of official business by any agency." The term "public records" is not limited to traditional written documents.

It is the policy of the City of Fernandina Beach that all public records shall be open for inspection by any person at any reasonable time and under reasonable conditions as provided by Section 119.07(1) (a), Florida Statutes. No person shall be required to show his/her purpose or special interest as a condition to inspect public records. A request for public records may be made verbally or in writing.

Each official and employee is the custodian of his or her own public records, including any public records created or existing on the official or employee's personal device or City-owned mobile device or other personal or City-owned property, such as a computer, laptop or tablet. As a result, each official and employee is responsible for maintaining his or her own public records and complying with the Public Records Law.

Employees/officers eligible for issuance of a City-owned cellular device or the cellular device allowance include those whose job duties regularly include emergency call back, irregular work hours, other job-related factors which require the employee to routinely utilize a cellular telephone, and where the use of a cellular telephone routinely enhances their ability to perform the work of the City during normal work hours. These include staff whose job responsibilities require them to

be away from an office land line but also require them to routinely have telephone contact when they are away from the office. Employees/officers may, at their discretion, choose extra compensation in the form of a personal cellular telephone allowance in lieu of being issued a City-owned cellular telephone. It is the preferred method of the City for employees/officers to conduct City business on a City-owned cellular telephone.

The City will not expect, encourage, or require an employee/official to provide or use a personal mobile device to perform any of the employee's/official's assigned job duties or responsibilities. City business transacted on a personal mobile device may be subject to disclosure under the Public Records Law. Furthermore, transacting City business on a personal mobile device may result in a request to inspect the personal mobile device or its contents; thereby placing in jeopardy the privacy of communications that do not meet the definition of "public record" under the Public Records Law. If an employee/official decides to use his/her personal mobile device to transact City business, it shall be the employee's/official's responsibility to take all appropriate steps at his or her own cost to ensure that any public record generated on such device is retained in accordance with the Public Records Law and, if necessary, the Public Record may be produced for inspection and examination upon request.

Employees conducting City business on a personal device or City-owned device shall have no expectation of privacy as it relates to City business records. Employees with City-owned devices should refrain from personal calls, texts, and other communication on their business phones.

Voicemail messages, texts, and cellular telephone records created ~~in the course of~~ while conducting City business are considered public record and subject to public review under Chapter 119 of Florida State Statutes. All bills for cellular telephones receiving a City allowance are subject to public record and review upon a public record request.

Official City business should not be communicated via text message, except ~~in the course of~~ for incidental messages (example: "The staff meeting has been moved to the conference room"). If text message exchanges involve City business, it is the responsibility of the employee to forward any such message to their work email address to preserve the record. Deletion of text messages and voicemails on City-owned or personal cellular telephones without preserving the record is prohibited.

However, nothing in this policy shall be construed or interpreted to mean that an employee/official who uses a personal mobile device to conduct City business forfeits any individual rights to protect against or prevent the disclosure of communications that the employee/official believes do not meet the definition of a "public record."

504 Use of Tobacco Products

In keeping with the City's objective of providing a safe and healthy work environment, smoking or the use of tobacco products is not permitted in any City building, vehicle, or equipment and is permitted only in outside areas specifically designated as "smoking areas".

This policy applies equally to all employees, customers, and visitors.

505 Rest and Meal Periods

Each workday, regular full-time non-exempt employees are provided with two rest periods of fifteen minutes in length. To the extent possible, rest periods will be provided in the middle of work periods. Employees in a break status should not interfere with the work of those employees not in a break status. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

All regular full-time employees are provided with one meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

506 Overtime

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for, or may be assigned overtime work. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence except a holiday will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

507 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using City's property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees in certain positions are authorized to use City vehicles from place of residence to/from work location on a case-by-case basis.

Please notify a supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can

answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

Please refer to the City's Vehicle Usage Policy for more detailed information concerning the use of equipment and vehicles.

508 Emergency Closings

At times, emergencies such as severe weather, fires or power failures can disrupt City operations. In extreme cases, these circumstances may require the closing of operations at the discretion of the City Manager. If such an emergency occurs during nonworking hours, employees will be notified by email and should monitor other City communications (website, social media), local radio and/or television stations broadcast notification of the closing.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

509 Travel and Training

The City will reimburse employees for reasonable business travel expenses incurred while away from the normal work location for training and other official business purposes. All business travel must be approved in advance by the appropriate Department Director. Department Director travel must be approved by the City Manager.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

Employees are expected to limit expenses to reasonable amounts. Per Diem allowances for each meal will be authorized for employees on official travel.

Employees who are involved in an accident crash while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the City may not be used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within ten calendar days. Reports should be accompanied by receipts as applicable.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may be grounds for disciplinary action up to and including termination of employment.

510 Computer and E-mail Usage

Computers, computer files, the e-mail system, and software furnished to employees are City property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

The City strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the City prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

The City purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the City does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The City prohibits the illegal duplication of software and its related documentation. No personal software will be loaded on any City computer without specific authorization.

511 Internet Usage

Internet access ~~to global electronic information resources on the World Wide Web~~ is provided by the City to some employees ~~to assist employees in obtaining work-related data and technology~~. The following guidelines have been established to ~~help~~ ensure responsible and productive internet usage.

All internet data that is composed, transmitted, or received via City computer communications systems is considered to be public records of the City, and, as such, is subject to disclosure to any person or party. Consequently, employees should always ensure that the business information contained in internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain **at all times** the property of the City. As such, the City reserves the right to monitor internet traffic, and retrieve and read any data composed, sent, or received through online connections and stored on computer systems.

Data that is composed, transmitted, accessed, or received via the internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, color, age, ~~sex~~, gender, religious or political beliefs, national origin, disability, military or veteran status, familial status, marital status, sexual orientation, gender identity, gender expression or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the internet is expressly prohibited. **As a general rule** **Generally**, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the internet. Employees are also responsible for ensuring that the person sending any material over the internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the internet. All downloaded files should be checked for viruses. All compressed files should be checked before and after decompression.

Abuse of the internet access provided by the City in violation of law or the City policies may result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and may result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password
- Copying, pirating, or downloading pirated software and electronic files
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation.
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities

- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities

512 Social Media

The use of social media presents certain risks and carries with it certain responsibilities. ~~To assist in making responsible decisions about the use of social media,~~ The City has established these guidelines for appropriate use of social media while employed by the City. This policy applies to all employees and temporary personnel who work for the City.

Definition

Social media includes all means of communicating or posting information or content of any sort on the internet, including web logs or blogs, journals or diaries, personal websites, social networking or affinity websites, web bulletin boards or chat rooms, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Examples of social media tools include, but are not limited to:

- Social networking sites (LinkedIn, Facebook)
- Blogs
- Microblogs (Twitter)
- Digital media sharing sites (Flickr, Picasa, YouTube)
- Discussion groups and forums
- Online encyclopedias (Wikipedia)

Guidelines

~~In the rapidly expanding world of electronic communication, social media can mean many things.~~ While online activities are available through the City, these basic guidelines apply to online activities:

- Ultimately, each employee is solely responsible for electronic postings.
- Before creating online content, consider the risks and rewards involved.
- Keep in mind that any online conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely affects employees, citizens, customers, suppliers, or people who work on behalf of the City, may result in disciplinary action up to and including termination.

Know and Follow the Rules

Carefully read these guidelines to ensure postings are consistent with this policy. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action up to and including termination.

Be Respectful

Always be fair and courteous to fellow employees, citizens, customers, suppliers and people who work on behalf of the City of Fernandina Beach. Also, keep in mind that work-related complaints may be more easily resolved by speaking directly with co-workers or by utilizing an open-door policy than by posting complaints to a social media outlet. Nevertheless, if complaints or criticism are posted, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, employees, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be Honest and Accurate

Make sure any postings are always honest and accurate when posting information or news, and if a mistake occurs, correct it quickly. Be open about any previous posts that have been altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors known to be false about the City, fellow employees, citizens, customers, suppliers, or people working on behalf of the City.

Post only appropriate and respectful content.

- Do not create a link between personal blogs, websites, or other social networking sites to the City website without prior approval from the City's IT Department.
- Never represent personal postings as the official policy of the City of Fernandina Beach.

Using Social Media at Work

The use of social media while on City work time or equipment unless it is work-related and authorized by an appropriate Department Director and the IT Department is prohibited. Do not use City email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Retaliation is Prohibited

The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Retaliation against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will not be tolerated.

Any questions regarding the use of social media should be directed to the Human Resources Department.

513 Workplace Violence Prevention

The City is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the City has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees will be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others.

Firearms, including antique firearms, weapons or dangerous materials not directly related to an employee’s job duties are prohibited in the workplace, at job assignments or in City vehicles. Such items include but are not limited to knives, other than normal pocketknives, metallic knuckles, chemical self-defense spray, fireworks, explosives and electric weapons.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s gender, race, religion, color, ethnicity, national origin, military or veteran status, disability, familial status, marital status, age, sexual orientation, gender identity, gender expression or any other characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not jeopardize personal safety. In the event of an incident, refrain from curious behavior. (Note: This does not apply to Police Officers of the City in the performance of official duties).

The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the City may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The City encourages employees to bring disputes or differences with other employees to the attention of appropriate supervisors or the City Manager before the situation escalates into potential violence.

514 Workplace Bullying

The City defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.

The purpose of this policy is to communicate to all employees, including supervisors and managers that the City will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when being investigated. As in sexual harassment, it is the effect of the behavior upon the individual which is important. The City considers the following types of behavior examples of bullying:

- **Verbal Bullying:** slandering, ridiculing or maligning a person or other family members; persistent name calling, which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks
- **Physical Bullying:** pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person’s work area or property
- **Gesture Bullying:** non-verbal threatening gestures, glances which can convey threatening messages
- **Exclusion:** socially or physically excluding or disregarding a person in work-related activities

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person
- Shouting, raising voice at an individual in public and/or in private
- Using verbal or obscene gestures
- Not allowing the person to speak or participate
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person’s job performance or description
- Ignoring/interrupting an individual at meetings
- Public reprimands
- Repeatedly accusing someone of errors which cannot be documented
- Deliberately interfering with mail and other communications

- Spreading rumors and gossip regarding individuals
- Encouraging others to disregard a supervisor's instructions
- Manipulating the ability of someone to complete work-related tasks (e.g., over-loading, under-loading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
- Assigning menial tasks not in keeping with the normal responsibilities of the job
- Taking credit for another person's ideas
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc.)
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)

601 Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

ELIGIBILITY

All regular full-time or part-time employees who have worked for the City for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

CONDITIONS OF LEAVE

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of the employee's job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Additionally,

- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the

service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the City may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the City and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the City are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period will be calculated by using a rolling 12-month period measured backward from the first day of the new leave period the employee is requesting.

NOTIFICATION REQUIREMENTS

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days' notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt City operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

REQUEST PROCEDURES

All requests for family and medical leave should be made by contacting the Human Resources Department. If possible, the request should be made thirty days in advance of the effective date of the leave. The Human Resources department will ask for the following information:

- The date FMLA leave will begin.
- The probable/approximate duration of the leave.
- The qualifying reason for the leave.

The employee will be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner form and return the form to the Human Resources Department where final approval will be determined.

If the employee takes leave without previously advising the City of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.

STATUS OF EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE

Employee health insurance benefits will be maintained as if the employee were actively working. The employee must submit a check to the Human Resources Department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternative arrangements may be worked out on a case-by-case

basis. Basic life insurance benefits will continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the unpaid leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the City with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the City will assume that the employee has resigned.

602 Personal Leave without Pay

Employees who require time off in addition to paid leave may request personal leave without pay for up to a maximum of thirty days per occurrence. Employees are required to exhaust all available paid leave before unpaid leave will be granted.

All employees employed for a minimum of ninety days are eligible to apply for an unpaid personal leave of absence. Leave must be approved by the Department Director and City Manager. Job performance, absenteeism, and departmental requirements will all be taken into consideration before a request is approved.

During leave without pay, employees will not accrue paid leave benefits. Please contact the Human Resources Department for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from City employment. Extensions of leave will only be considered on a case-by-case basis and must be approved by the City Manager.

603 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

An employee returning from military leave will be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in accordance with USERRA. The employee will be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

701 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees, citizens, and the City organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace

- Excessive absenteeism or any absence without notice
- Unauthorized absence from workstation during the workday
- Unauthorized use of telephones, mail system, or other City-owned equipment
- Violation of personnel policies
- Unsatisfactory performance or conduct

702 Drug-Free Workplace

It is the City's policy to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

As part of the commitment to safeguard the health of City employees and to provide a safe working environment, the City has established a Drug-Free Workplace Policy. This policy is implemented pursuant to the Drug-Free Workplace program requirements under F.S. 440.102 and the proposed rules of the Department of Labor and Employment Security Division of Workers' Compensation. Employees will receive a copy of the Drug-Free Workplace policy and be asked to sign an acknowledgement.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise those concerns with a supervisor or the Human Resources Director without fear of reprisal.

703 Unlawful Discrimination and Harassment

The City is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of discrimination or unlawful harassment should promptly report the matter to a supervisor, a Department Director, or the Human Resources Director. Employees can raise concerns and make reports without fear of reprisal. Investigation of ~~sexual~~ any harassment complaints shall be in accordance with City Policy Prohibiting Unlawful Harassment contained in Resolution 2000-09.

Any supervisor or employee who becomes aware of possible discrimination or unlawful harassment should promptly advise the Human Resources Director and the City Manager who will jointly investigate the matter in a timely and confidential manner.

Anyone engaging in discrimination or unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

704 Attendance and Punctuality

The City of Fernandina Beach is a service organization, providing important and valuable services to the citizens of Fernandina Beach. In order to accomplish this objective, it is imperative that every employee be present when scheduled to provide the highest level of service possible. Tardiness and absences may result in disciplinary action up to, and including, termination.

The City provides its employees with sufficient vacation, holiday, sick days, or Paid Time Off (PTO) throughout the year. Vacation, PTO, and holidays should be scheduled with the employee's supervisor in advance (at least seventy-two hours for one or two days; two weeks' notice for three or more consecutive days). In special circumstances, the employee's supervisor may use discretion in approving vacation, PTO, or holidays with less notice.

NO CALL/NO SHOW

Unexpected or unplanned absences (due to illness or injury) should be reported to an immediate supervisor as soon as possible through electronic (text message or email) or telephone communication. Not reporting to work and not calling to report the absence is a no call/no show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. Any no call/no show lasting three consecutive working days is considered job abandonment and will result in immediate termination of employment.

Management may consider extenuating circumstances when determining discipline for a no call/no show (for instance, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.

705 Dress Code and Casual Days

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to residents and visitors. Employees are expected at all times to present a professional, business-like image to customers, outside agencies and members of the public.

Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Consult a supervisor or Department Director, if necessary, as to what constitutes appropriate attire.

The following minimum dress code shall apply to all employees working in an office setting. Additional requirements may be made at the discretion of department directors for employees in that department.

- Dresses or skirts at a length to modestly allow bending or sitting.

- Shirts should be tucked in unless designed to be worn outside the skirt or slacks.
- Suits or tailored slacks.
- Enclosed shoes, dress sandals. Tennis shoes may be worn if working in the field on a limited basis or while performing housekeeping tasks. Thongs (flip-flops) and scuffs are not permitted.
- Collared shirts.
- For employees having face-to-face contact with outside customers, tattoos, body piercings (other than two earrings per ear) should be covered if possible. Body piercings must not present a safety or health risk while on the job.
- Jeans, or midriff tops are prohibited.
- T-shirts with graphics and/or writing (with the exception of T-shirts containing the official City of Fernandina Beach logo) are prohibited.

Employees in field or police and fire operations will abide by a dress code established by the department considering safety and public appearance. Department Directors will provide direction to employees with reference to dressing in a safe manner under dangerous working conditions.

At the City Manager's sole discretion, employees may be offered the opportunity to dress in a more casual fashion than is normally required. Friday is currently designated as a "Casual Day" in the City when employees may dress more casually. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, etc. The City Manager may issue more detailed regulations to ensure compliance with this policy.

706 Return of Property

Employees are responsible for all the City property, materials, or written information issued to them or in their possession or control. All City property must be returned by employees on or before the last day of work upon termination of employment.

707 Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with the City. Although advance notice is not required, the City requests at least 2 weeks' written resignation notice from all employees. Prior to or after an employee's departure, a voluntary exit interview will be offered to discuss the reasons for resignation. In lieu of that, the exit interview form will be mailed to the employee to allow the employee an opportunity to provide input.

Employees who separate from City employment will be paid for any unused vacation leave. A request by the employee to take any available paid leave between the date the resignation is

tendered and the last day worked by the resigning employee require the approval of both the Department Director and the City Manager.

In cases of absence without supervisory notice or approval for three consecutive workdays, the City will consider that the employee has voluntarily resigned as a result of the abandonment of the position.

708 Fraternization

Supervisors must conduct themselves at all times in such a way as to allow them to be objective in carrying out their responsibilities such as assigning work, appraising performance, and administering discipline.

Supervisors who engage in romantic or personal relationships with subordinates are subject to compromising their ability to be objective and to treat all employees equally. Additionally, romantic or personal relationships can potentially expose the City to harassment allegations.

Therefore, it is the policy of the City to disallow and expressly prohibit supervisors to engage in a romantic or personal relationship with any employee who is a subordinate of the supervisor. A subordinate of the supervisor is defined for the purpose herein as any employee whom the supervisor has the ability or responsibility to hire, promote, appraise performance and similar activities, or any employee for whom the supervisor has the ability or responsibility to recommend such actions.

709 Solicitation

In an effort to ensure a productive and harmonious work environment, persons not employed by the City may not directly solicit or distribute literature in the workplace at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the workplace; however, employees may not solicit or distribute literature concerning these activities during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

Examples of impermissible forms of solicitation include:

- The circulation of petitions
- The distribution of literature not approved by the City
- The solicitation of memberships, fees, or dues

In addition, the posting of written solicitations on City bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, the message must be submitted to the Human Resources Director for approval. All approved messages will be posted by the Human Resources Director.

710 Progressive Discipline

It is the policy of the City to administer equitable and consistent discipline for unsatisfactory conduct and performance. The best disciplinary measure is the one that does not require enforcement but comes from good leadership and fair supervision at all employment levels.

The City's own best interest lies in ensuring fair treatment of all employees and in making certain that corrective/disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

All corrective actions, with the exception of informal counseling, are to be documented. All documented, signed corrective/disciplinary actions are to be forwarded to the Human Resources Department and City Manager.

Disciplinary action may call for any one of four steps – oral warning, written reprimand, suspension (with or without pay), or termination of employment – depending on the severity of the problem and the number of occurrences. Although the intent of progressive discipline is to address ongoing issues, extenuating circumstances may arise when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for an oral warning; a next offense may be followed by a written reprimand; another offense may lead to a suspension; and still another offense may then lead to termination of employment. If more than twelve months have passed since the last disciplinary action, the process will normally start over.

The City recognizes that certain types of employee problems are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate discipline or termination of employment. However, the problems listed are not all

necessarily serious offenses, but may be examples of unsatisfactory conduct that will initiate progressive discipline.

By using progressive discipline, most employee problems can be corrected at an early stage, benefiting both the employee and the City.

711 Problem Resolution

The City is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the City supervisors and management.

The City strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure contained in the agreements between the City and the unions. No employee will be penalized, formally or informally, for voicing a complaint with the City or for using the problem resolution procedure.

If a complaint situation occurs which does not deal with working conditions, or the interpretation and application of the union contracts, employees are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. The employee presents problem to immediate supervisor after incident occurs. If the employee's immediate supervisor is unavailable or the employee believes it would be inappropriate to contact that person, employee may present problem to the Department Director, the City Manager, or any other member of management.
2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary.

Employee presents problem to City Manager in writing for review and consideration. City Manager informs employee of decision. The City Manager has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each

other. This confidence is important to the operation of an efficient and harmonious work environment.

800 Life-Threatening Illnesses in the Workplace

Employees with life-threatening illnesses often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure to the extent provided by Florida Public Records law. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Human Resources Director or the City's Employee Assistance Program for information and referral to appropriate services and resources.

801 Whistle-Blower Protection Act

Employees are expected to report any violation of law by any City employee, official, or business entity with which the City is doing business if such violation creates a serious and specific danger to the public's health, safety, or welfare.

Employees are expected to report improper use of public office, waste of funds, or any other abuse or neglect of duty on the part of the City, a City employee, or a member of the City Commission or any City Board. An employee with knowledge of such actions or activities shall report this information to the appropriate Department Director or the City Manager for investigation and resolution.

The investigation will be conducted by the City Manager and other staff as necessary, depending on the nature and circumstances of the allegations. Information related to an ongoing investigation will be maintained on a confidential basis to the extent provided by Florida Statute, Chapter 119.

Retaliation against an employee who reports any violation, abuse, or other improper action is strictly prohibited by Florida Statutes, Section 112.3187, by federal law and by City policy.

Disciplinary action, up to and including discharge, may be taken against an employee who knowingly files a false and/or malicious report.

802 Political Activity

The City recognizes the citizen rights of its employees, provided, however, that no employee is engaged in political activity which could conflict with employment with the City. For policy administration purposes, the following are examples of prohibited actions; however, this list is not all inclusive.

- Direct or indirect coercion, command or advice to any employee to pay, lend, or contribute any part of a salary, wages, or anything else of value to any party, committee, organization, agency, or person for political purposes while on duty or while using a badge of official authority.
- Use of official authority or official influence to affect the results of any nomination or election.
- Participation in any political activity while on duty or use of any City equipment or facilities for such activity, and unless required as part of the employee's official City duties and the law.
- Distribution of campaign literature, buttons, or other paraphernalia while on duty, on City property, or in uniform.
- Wearing campaign buttons, etc., while in uniform or while in contact with the public while on duty.

The intent of this policy is to permit meaningful, constructive political participation, but not in those areas where the effectiveness of the employee or the City as a whole would be harmed.

PERSONNEL POLICY MANUAL

EMPLOYEE ACKNOWLEDGEMENT FORM

The Personnel Policy Manual describes important information about the City and my employment, and I understand that I should consult the Human Resources Department regarding any questions not answered.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the manual may occur. All such changes will be communicated to me, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Manager and, as necessary, the City Commission has the ability to adopt any revisions to the policies in this manual.

Furthermore, I acknowledge that this manual is neither a contract of employment nor a legal document. I have received a copy of the manual, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it.

EMPLOYEE'S NAME (printed)

EMPLOYEE'S SIGNATURE:

DATE

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2020-87
United States Army Corps of Engineers (USACE) Engineering Documentation Report

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2020-87

SYNOPSIS: The United States Army Corps of Engineers (USACE) has coordinated beach renourishment efforts in Fernandina Beach for several years. Upon reviewing the impact of Superstorm Sandy, the USACE recognized the impact of dunes for coastal resiliency. The attached Engineering Documentation Report provides a review of the USACE analysis and direction for dune management.

If accepted, City staff will use the guidance offered by the USACE to develop a dune/beach access plan for City beaches.

FISCAL IMPACT: Public access cost to be determined, will vary from access to access.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2020-87.

Dale L. Martin, City Manager 6/9/2020

Pauline Testagrose, Comptroller 6/9/2020

Tammi E. Bach, City Attorney 6/9/2020

Katie Newton, Legal Assistant 6/9/2020

Date: May 28, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2020-87

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ADOPTING THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE) ENGINEERING DOCUMENTATION REPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Comprehensive Plan sets Conservation and Coastal Management as a key Goal; and

WHEREAS Public Access and Dune Preservation are the first two objective related to the Conservation and Coastal Management Goal of the Comprehensive Plan; and

WHEREAS, Policy 5.02.02 called for the City to develop a dune management program (2013) and

WHEREAS, the United States Army Corps of Engineers (USACE) has prepared an Engineering Documentation Report (see Exhibit A) detailing lessons and recommendations related to dune resiliency.

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

SECTION 1. The City Commission hereby adopts the USACE Engineering Documentation Report as a guiding document for the City's dune management efforts, making use of the document for recommendations and planning for public access and dune preservation.

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

ADOPTED this 16th day of June, 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

Nassau County, Florida Shore Protection Project

Nassau County, Florida

Engineering Documentation Report (EDR)

Dune Resilience



U.S. Army Corps of Engineers
Jacksonville District
November 2019

EXECUTIVE SUMMARY

The purpose of this Engineering Documentation Report (EDR) is to document how the Nassau County, Florida Shore Protection Project (SPP) can be adapted in order to increase project resilience, with project specific recommendations for incorporating design refinements within the existing project authority. This EDR is an implementation document to supplement the 2006 Nassau County, Florida Shore Protection Project General Reevaluation Report (GRR), which is the most recent decision document for the project. This EDR was prepared in accordance with Engineer Regulation (ER) 1110-2-1150, Engineering and Design for Civil Works Projects, 31 August 1999.

General dune-related design refinements applicable to beach nourishment projects were considered for implementation to increase project resilience. Design refinements considered include the incorporation of enhancements to support dune stability. Dune enhancements include sand placement, vegetation, sand fencing, modifications to pedestrian and vehicle accesses, and storm water outfall pipes.

The design changes recommended to increase resilience for the Nassau County SPP include dune incorporation with vegetation, vehicle access modifications, and pedestrian access modifications with sand fencing and boardwalks. These design changes are considered to be minor as they do not increase the total volume of sand to be placed over the period of Federal participation or Total Project Cost. The one time dune design refinements recommended by this EDR will be implemented with funding provided under the Bipartisan Budget Act of 2018 (BBA-18) which are not applied towards the project Section 902 limit. Following the one time construction of these pedestrian and vehicle access modification an updated Operations and Maintenance (O&M) Manual will be provided to the local sponsor for maintenance of these modifications. This EDR demonstrates that these design refinements are consistent with the project purpose. Recommendations were considered in accordance with guidance contained in Engineering and Construction Bulletin (ECB) 2018-2, Implementation of Resilience Principles in the Engineering & Construction Community of Practice, 25 January 2008. The USACE principles of resilience – Prepare, Absorb, Recover and Adapt (PARA) were applied in support of risk-informed decision making, and the Director of Civil Works Memorandums dated 21 June 2017 and 3 May 2018, to operationalize risk-informed decision making.

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PERTINENT DATA

Table 1 provides a tabular summary comparing key project data for the status quo implementation of the existing authorized project and for implementation of the project with recommended dune design refinements to increase resilience. The project remains economically justified and there is only a small decrease in the remaining benefit to remaining cost ratio (RBRCR) with the implementation of the recommended dune design refinements. Potential life-cycle cost savings and additional benefits that could be realized from increased project resilience are not accounted for in the economic analysis.

Table 1: Pertinent Data Comparison

Pertinent Data	Existing Authorized Project	EDR Recommendation Implementation
<u>General</u>		
Project Purpose	Beach Erosion Control	Beach Erosion Control
End of Federal Participation	2058	2058
<u>Physical Data</u>		
Project Length	3.6 mi	3.6 mi
Design Berm Width	40 ft	40 ft
Design Berm Elevation	13 ft MLW (9.6 ft NAVD88)	13 ft MLW (9.6 ft NAVD88)
Planned Periodic Nourishment Volume	1,472,000 cy	1,472,000 cy
Planned Periodic Nourishment Interval	5 yr	5 yr
Dune Crest Width	na	20 ft
Dune Elevation	na	15 NAVD88
Dune Slope	na	1V:6H Front 1V:5H Back
<u>One Time Dune Design Refinements</u>		
Volume	na	2,345 cy
Vegetation	na	21,630 ft ²
Vehicle Mat	na	1 location
Sand Fencing	na	1,250 ft
Boardwalk	na	2 (100 ft length each)
<u>Financial Data</u>		
Interest Rate (FY19)	2.875%	2.875%
Dune Design Refinements Costs (FY19 Price Level)	\$0	\$1,006,900
^*AAEQ Costs (FY14 Price Level)	\$2,518,555	\$2,549,313
^*AAEQ Benefits (FY14 Price Level)	\$10,084,300	\$10,084,300
RBRCR	4.00	3.96
^Price level of the benefits from the last approved economic analysis. *Potential life-cycle cost savings and additional benefits that could be realized from increased project resilience are not accounted for in the economic analysis.		

INTRODUCTION

The resilience of the Nassau County, Florida Shore Protection Project (SPP) can be increased through the adaptation of project specific recommendations in accordance with the U.S. Army Corps of Engineers (USACE) principles of resilience found in Engineering and Construction Bulletin (ECB) 2018-2, Implementation of Resilience Principles in the Engineering & Construction Community of Practice, 25 January 2008. In general, the incorporation of dunes into the federal project can increase the project's resilience due to the critical role that the dunes play in beach erosion control. The following sections describe the resilience principles and their application to beach systems, along with the changing understanding of dunes and how they provide resilience to the project.

RESILIENCE PRINCIPLES

ECB 2018-2 provides the policy and guidance for applying the USACE principles of resilience. In general, USACE defines resilience as the ability to anticipate, prepare for and adapt to changing conditions; and withstand, respond to and recover from disruptions. This ECB reflects this general definition and supports the application of a more project-specific definition of resilience as the capacity of a component, unit, or system to withstand occasional large overloads (for a definite duration of time) that cause minimal permanent deformation, damage, or cumulative degradation and then recover (within a specified time) its original state and function after the overloading event.

The 2016 Resilience Initiative Roadmap (Engineer Pamphlet 1100-1-2, 2016 USACE Resilience Initiative Roadmap, 16 October 17) established that resilience will be implemented USACE-wide through the application of the PARA principles and in support of risk-informed decision making. To apply resilience at the project or system level, an evaluation should be performed using the PARA principles during pre-construction designs, engineering during construction designs, and/or during repair/rehabilitation designs as frequently as needed based on engineering judgment and reflective of project complexity and assessed risk.

In order to apply resilience to an authorized beach nourishment project it is important to understand how the project specific definition of resilience and PARA principles described in ECB 2018-2 apply to this type of project and beach system, which include a dune, berm, and submerged profile. **Table 2** and **Table 3** break down the resilience terminology and how it relates to beach nourishment.

Table 2: Applicability of PARA Principles to Beach Nourishment

ECB 2018-2 PARA Principles	PARA Principles relative to beach nourishment projects
The Prepare principle should be used to consider measures that reduce risks or costs under loading conditions beyond those required by technical standards	Preparing for the future needs of the recommended plan, initial project construction and periodic nourishments are planned to manage coastal risk over the period of federal participation.
The Absorb principle should be used to identify cost effective measures to limit damage to, or loss of function of, a project component or system due to both acute and chronic loading conditions, including conditions beyond those used for the design. This principle can also be used as an opportunity to consider adding system component robustness, redundancy, and increased reliability.	The beach system absorbs impacts from high water levels, inundation, and wave attack in order to reduce impacts of erosion of land near valuable upland infrastructure.
The Recover principle should be used to identify cost effective measures that allow for rapid repair or function restoration of a project component or system.	Periodic nourishments and natural recovery of the beach system following storms recover functionality of the dune and beach system. The integrated nature of dunes and berms is an essential component of beach system recovery.
The Adapt principle should be used to identify cost effective modifications to a project component or system that will maintain or improve future performance based on lessons learned from a specific loading condition or loadings associated with changed conditions.	Since beach nourishment projects are constructed of sand and are “soft” features, the project design can be adapted for future periodic nourishment as the beach system evolves and project monitoring improves understanding of a project’s performance.

Table 3: Applicability ECB 2018-2 Project Specific Resilience Definition to Beach Nourishment

ECB 2018-2 Project Specific Definition of Resilience	Resilience relative to beach nourishment projects
<i>Capacity of a component, unit, or system to withstand occasional large overloads (for a definite duration of time) that cause minimal permanent deformation, damage, or cumulative degradation and then essentially recover (within a specified time) its original state and function after the overloading event.</i>	
component, unit, or system	Project components include design template dimensions and advanced fill volume. The beach system includes dunes, dry beach berm, submerged profiles & sand bars.
large overloads	Large (low frequency) tropical and extratropical storm events.
minimal permanent deformation, damage, or cumulative degradation	Impacts from large storm events causing significant erosion to the project’s advanced fill and design template which reduce a project’s ability to reduce storm damage.
original state and function	The fully constructed project design template and advanced fill dimensions which function to reduce coastal storm over the period of federal participation.

DUNE CONSIDERATIONS FOR EXISTING SAJ BEACH NOURISHMENT PROJECT DESIGNS

The United States Army Corps of Engineers (USACE) Jacksonville District (SAJ), in partnership with local sponsors, has been implementing beach nourishment projects in Florida since 1969. The initial project designs for many of these projects were developed from the 1960s through the 1980s. The majority of these projects were designed to control beach erosion and prevent the landward retreat of the shoreline that would cause property and infrastructure damage. This is in contrast to more recent projects, where the projects are meant to reduce damages of not only erosion but also flooding and wave attack. The general understanding early on was that the best way to address the problem of landward erosion was to build a wider beach berm. Dunes were often considered in the plan formulation process for these projects, but typically were eliminated from further consideration. This is because dunes were thought to only reduce storm surge flooding and vertical erosion which were not considered to be significant problems along the coast in most project areas. Beach recreation was also an important consideration in the development of these projects. The general understanding at the time was that wider beach berms would increase recreational opportunities while dunes would take up beach space that could otherwise provide recreational value. The following excerpts from USACE Beach Erosion Control Studies demonstrate how dunes and vegetation for dune stabilization were considered at the time these projects were being formulated.

"Stabilization of the beaches and adjacent dunes with vegetation is, for the most part, not applicable in the present situation. Dunes will not be constructed and beach grassing would be unsightly, unnecessary, and deprive the area of a recreational beach." – 1979 Feasibility Report for Beach Erosion Control, St. Johns County, Florida

"Hurricane surge protection in the form of a sand dune was eliminated from consideration as the populated areas are of sufficient elevation to withstand such a surge" ... "Although effective in stabilizing dunes, the grasses natural to the area are ineffective in preventing erosion in the local high energy wave climate." – 1985 Feasibility Report and EIS, Beach Erosion Control for Nassau County, Florida

INCREASING RESILIENCE FOR EXISTING SAJ BEACH NOURISHMENT PROJECT DESIGNS

It is now recognized that dunes are integral components of a beach system and play a critical role in beach erosion control. The following excerpts from the Hurricane Sandy Coastal Projects Performance Evaluation Study and the New Jersey Sea Grant Consortium Dune Manual demonstrate the importance of dunes and how they can increase resilience on beach nourishment projects.

"Dunes can significantly contribute to the volumes of sediment available for redistribution along the shoreline during a storm, reducing the potential for undermining and exposure of land-based infrastructure, and impeding the landward reach of storm tides." – 2013 Hurricane Sandy Coastal Projects Performance Evaluation Study.

"Dunes can provide protection for a relatively small volume of sand both on the ocean and bay shorelines. Conventionally, dunes should be constructed along with a protective beach. At the time of construction, dunes should be actively vegetated to reduce loss from wind-blown sand transport and increase their resistance to erosion." – 2013 Hurricane Sandy Coastal Projects Performance Evaluation Study.

“Coastal sand dunes act as reservoirs of sand that help the beach maintain its equilibrium and preserve the ability of the beach to respond naturally to storm events. Beaches evolve during a storm by taking on a more dissipative state that causes waves to break farther offshore, reducing the wave energy near the shoreline. During this transition, the beach slope is reduced and one or more sand bars may form. The bars are formed as sand is transported offshore during the peak of the storm and is deposited near the region of most intense wave breaking. During smaller storms, the waves don’t reach the base of the dune, and the erosion is limited to the beach face (berm) itself. The dunes only become active during moderate to large storms when the dissipation created by the bars is insufficient to prevent the waves from attacking the base of the dune. As a dune erodes, it releases a portion of its built-up reservoir of sand into the littoral system, where it contributes to bar formation and the development of a more dissipative profile, ultimately reducing damage to inland infrastructure. Larger dunes can withstand more wave activity and therefore provide more protection to areas behind them. In the simplest terms, the sand stored in a dune buys time and provides protection from severe storms.” – 2016 New Jersey Sea Grant Consortium Dune Manual.

Figure 1 illustrates the interaction between the dune, berm, and submerged profile during storm events.

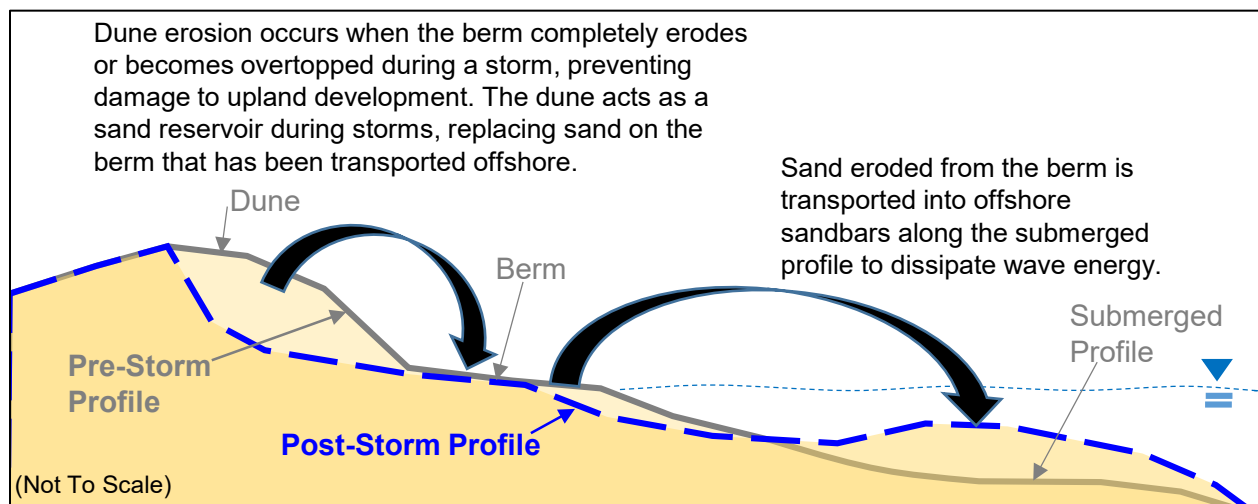


Figure 1: Beach Profile Storm Response

Based on the definition of resilience and PARA principles described in ECB 2018-2, it is possible to apply design refinements for increased resilience to authorized beach nourishment projects. These project design refinements can be implemented when they are permitted by project authorities and do not significantly increase total life cycle cost. Project resilience can be increased through various means including:

- addition of dunes to the authorized design template,
- adaptation of the shape/configuration of the advance fill to incorporate a dune,
- addition of vegetation and sand fencing,
- modification of pedestrian and vehicle access points, and modifications around storm water outfall pipes.

Figure 2 shows how the advanced fill placement on a typical nourishment project could be adapted to include a dune with the same total advanced fill volume. The resilience profile shown in **Figure 3** theoretically demonstrates how a dune increases project resilience based on the volume of sand available to maintain the project's authorized design intent to reduce damage to upland infrastructure between nourishment events.

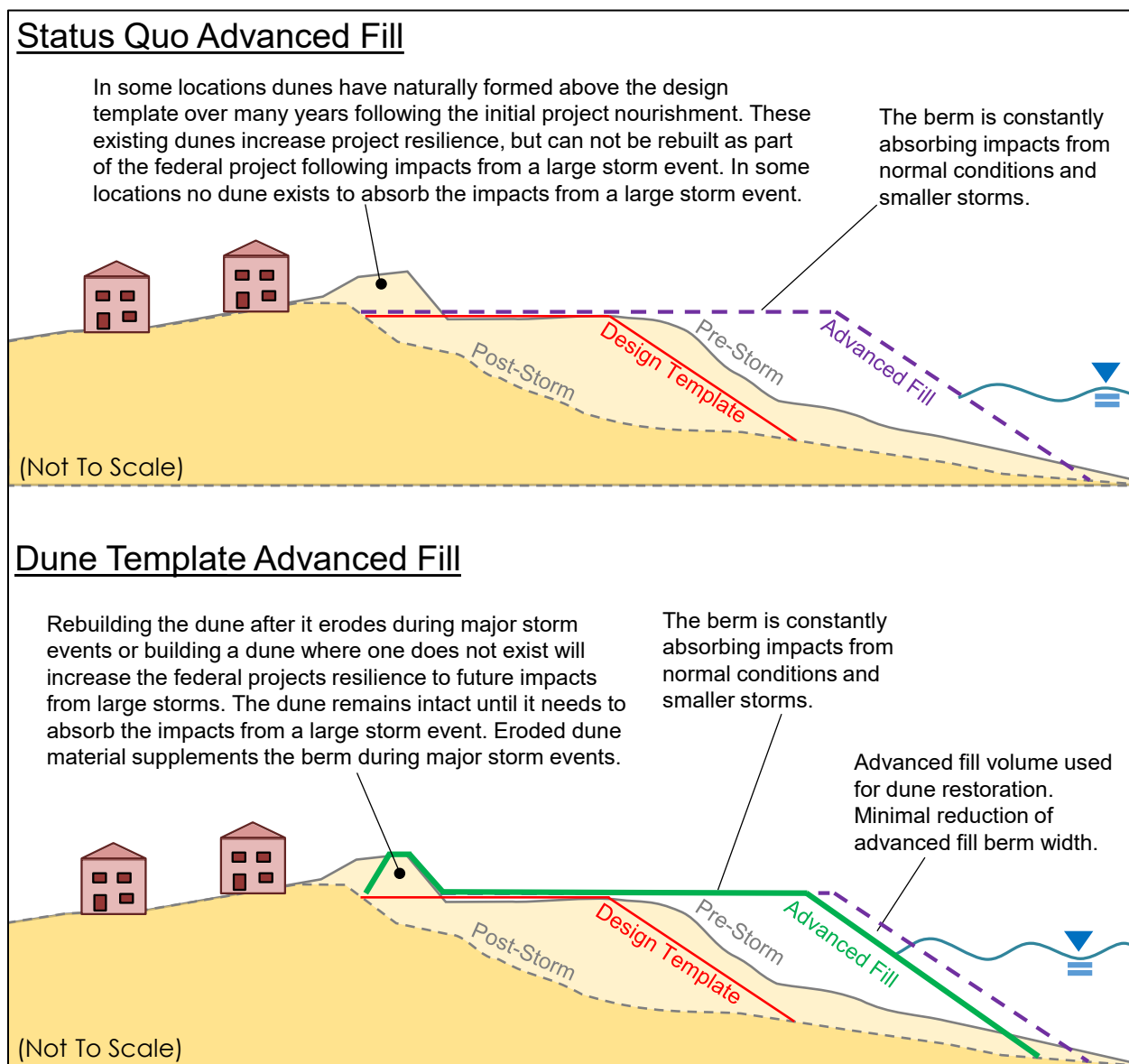


Figure 2: Adapted advanced fill nourishment template to include a dune

1 STATUS OF PROJECT AUTHORIZATION

The Project was authorized by Section 3(a)(3) of the Water Resources Development Act (WRDA) of 1988, Public Law 100-676, enacted November 17, 1988. Section 3(a)(3) authorized a project for beach erosion control for Nassau County (Amelia Island), Florida in accordance with the Chief of Engineer's Report dated 19 May 1986. Subsequently, Section 314 of WRDA of 1999, Public Law 106-53, enacted 17 August 1999 modified the authorized costs of the Project with the basic measures remaining unchanged.

2 ITEMS OF LOCAL COOPERATION AND THE PROJECT COOPERATION AGREEMENT (PCA)

The agreement governing initial construction and periodic nourishment of this project is the Project Cooperation Agreement (PCA) between the Department of the Army and the City of Fernandina Beach for construction of the Nassau County, Florida Shore Protection Project (SPP) dated 28 September 2007. Article II of this agreement lists the obligations of the Government and local sponsor. USACE plans to amend the PCA to add a reference to this EDR.

The local sponsor is responsible for lands, easements, rights-of-way, relocations, and disposal areas required for the project. The items of local cooperation are described in the Nassau County Florida Shore Protection Project General Reevaluation Report with Final Environmental Assessment dated April 1999 (Revised September 2004 and April 2006), and approved by the Commander, South Atlantic Division on 6 December 2006.

3 PREVIOUS INVESTIGATIONS

3.1 1986 CHIEF OF ENGINEER'S REPORT

This report was submitted for transmission to Congress on 19 May 1986 along with the reports of the District and Division Engineers and the Board of Engineers for Rivers and Harbors. Recommendations of this report provided for initial restoration of 3.6 miles of eroded beach extending north from Sadler Road, sand tightening of about 1,500 ft of shoreward end of the south jetty, and periodic nourishment of 4.3 miles of shore from Sadler Road north to the south jetty. The rate estimated for periodic nourishment was 240,000 cubic yards (cy) every 2 years, and the design fill would have a 20 foot (ft) wide berm at elevation 13 ft above mean low water (MLW, 9.6 ft NAVD88).

Dunes were investigated as an alternative during the plan formulation phase of the Project documented in the 1985 Beach Erosion Control Study, which supported the 1986 Chief's Report. The 1985 report notes that, "Hurricane surge protection in the form of a sand dune was eliminated from consideration as the populated areas are of sufficient elevation to withstand such a surge. Low-lying areas most vulnerable to flooding are located inland where the primary threat is from the Amelia River and such areas would be afforded no protection by a dune." Dunes were not recommended by the 1986 Chief's Report, and the 1999 GRR and 2006 GRRs did not investigate adding dunes to the Project.

While dunes were previously considered only for hurricane storm surge protection, the modifications proposed in this EDR will primarily provide increased resiliency to erosion, by providing reserves of sand higher on the beach profile and by preventing flanking and backside erosion of the existing dune.

3.2 1999 (REVISED 2004, REVISED 2006) GENERAL REEVALUATION REPORT & 2007 ADDENDUM

This report is of feasibility scope and contains an engineering appendix suitable for preparing plans and specifications for the Project. Modifications to the authorized project, which have the potential of reducing the average annual equivalent cost of project implementation, were considered. The recommendations of this report provide for initial restoration of 3.6 miles of shoreline from Sadler Road north to the southern boundary of Fort Clinch State Park; and periodic nourishment of the same 3.6 miles of shoreline. The rate estimated for periodic nourishment is 1,472,000 cy every 5 years. The recommended design template incorporates a 40 ft extension of the mean high water (MHW) shoreline with a berm elevation of 13.0 ft MLW (9.6 ft NAVD88), a foreshore slope of 1V:15H transitioning into a nearshore slope of 1V:25H at mean low water and extending out to the intersection with the existing profile. An Addendum to this report was completed in 2007 to update the cost sharing percentages for the Project prior to construction based on shoreline ownership and use as of October 2007.

3.3 2016 PROJECT INFORMATION REPORT

This report was prepared in response to Hurricane Matthew which impacted northeast Florida on October 7-8, 2016 and adversely affected the Nassau County, Florida Shore Protection Project. This PIR was approved on 08 June 2017. The FCCE portion of the Matthew work involves the rehabilitation of 152,828 cy of material which reflects the beach fill lost due to the extraordinary storm. Restoration to the full construction template required 369,788 cy.

3.4 2017 PROJECT INFORMATION REPORT ADDENDUM

Prior to initiation of the approved post-Matthew repairs, the project was impacted by Hurricane Irma on 10-11 September 2017. Significant beach erosion and scarping of the primary berm occurred along the majority of the project shoreline. Hurricane Irma caused approximately 195,513 cy of damage to the SPP. This addendum amended the previously approved PIR to include the volume losses from Hurricane Irma to the FCCE volume from Hurricane Matthew. The FCCE portion of the rehabilitation was estimated at 348,341 cy of material which reflects the combined beach fill lost due to the extraordinary storms Matthew and Irma. Restoration of the full construction template was estimated to require 566,476 cy. Construction was completed in 2019 with a final construction volume of 429,003 cy placed.

4 PROJECT DESCRIPTION

The design template berm elevation is 13.0 ft MLW (9.6 ft NAVD88) and would result in a pre-project mean high water (MHW) extension of 40 ft. The pre-project MHW contour is represented by the erosion control line (ECL) which delineates private and public lands. The design reflects the natural existing conditions of 1V on 15H to mean low water and thence 1V on 25H to existing ground. The volume of advanced nourishment is approximately 1,472,000 cy every five years, based on an annual erosion rate of 294,400 cy/yr. The Project area is comprised of the 3.6 miles of Nassau County shoreline located between FDEP monuments R-13 through R-33; starting approximately 0.7 miles south of the south jetty for St. Mary's Entrance Channel and proceeding 3.6 miles to the south terminating near Sadler Road, shown in **Figure 4-1**. **Figure 4-2** shows the typical cross section of the design and construction templates. **Table 4-1** shows the conversions for the vertical datums within the project area (using NOAA's VDatum tool). The landward extent of the project footprint is demarcated by the easement line described in **Section 11**.

Table 4-1: Vertical Datum Conversions for Nassau County SPP

Datums	Elevations (FT)
Mean Higher High Water (MHHW)	6.24
Mean High Water (MHW)	5.87
Mean Tide Level (MTL)	3.04
Mean Sea Level (MSL)	3.05
Mean Low Water (MLW)	0.20
Mean Lower Low Water (MLLW)	0.00
North American Vertical Datum 1988 (NAVD)	3.55
National Geodetic Vertical Datum 1929 (NGVD29)	2.41

Initial construction of the SPP took place in 2008, placing approximately 1.9 million cy from the South Channel Borrow area, immediately south of the St. Mary's Entrance Channel, located approximately 2 miles from the center of the project area. Material from the Kings Bay Entrance Channel (KBEC) navigation project has been placed in the northern portion of the project area for many years following construction of the NAVY's Kings Bay facility per a Memorandum of Agreement between the State of Florida and the NAVY. Since initial construction of the Nassau SPP, KBEC material was placed within project limits in 2011 and then every year from 2013-2017. The first periodic nourishment of the SPP was recently completed in 2019 with material from the KBEC placed in the southern part of the project area. This initial renourishment event was a joint effort using FCCE, SPP, and NAV funding. **Table 4-2** lists the placement events that have occurred in the Project area since initial construction.

Table 4-2: Project Area Placement Events

Year	Volume (cy)	Project	Description
2008	1,900,000	SPP	Initial Construction (R-13 – R-33)
2011	90,000	NAV	KBEC Placement (R-13 – R-16)
2013	125,000	NAV	KBEC Placement (R-13 – R-16)
2014	108,000	NAV	KBEC Placement (R-13–R-21)
2015	400,000	NAV	KBEC Placement (R-13 – R-20)
2016	303,000	NAV	KBEC Placement (R-13 – R-27)
2017	360,000	NAV	KBEC Placement (R-13 – R-20)
2018-2019	80,662	SPP/NAV	1st Periodic Nourishment (R-25 – R-32.5)
	348,341	FCCE	



Figure 4-1: Project Limits

4.1 TYPICAL PROJECT CONDITIONS

The Nassau County SPP (R-13 to R-33) fronts a robust system of dunes throughout the majority of the Project. While the dunes are not part of the design template described in the project's authorizing reports, they have grown through natural processes in the project's footprint. The dunes have benefitted from an active beneficial use plan where dredged material from the KBEC must be placed on the beach if the sediments meet the compatibility standards of the FDEP. The dunes that exist within the project footprint have mostly developed through natural processes that have been assisted by the volume of sand placed in the berm by the SPP and navigation projects. The dunes in the SPP typically have dune crests that are 15-30 ft wide at elevations ranging from 14 to 17 ft NAVD88. From Florida Department of Environmental Protection (FDEP) range monument R-13 to R-16, there is a primary and secondary set of dunes that have formed. The backside set of dunes is typically narrower (10 ft crest) and taller (16-17 ft NAVD88) compared to the seaward dunes (15 ft crest at 15 ft NAVD88).

From R-13 to R-16, most infrastructure (single family homes) are set back 150-200 ft from the seaward toe of the dune. Between R-16 and Dolphin Avenue (R-20.5), the dunes front Ocean Avenue. The homes in this area are on the west side of Ocean Avenue (thus not threatened) and the dunes in this area are 80-90 ft wide.

From Dolphin Avenue to Atlantic Avenue (R-21.5) there is a public park (Wolf Park). There is very little infrastructure in this area with the exception of a mini golf course and a wooden boardwalk located directly behind the dune. In the park, at R-21, there is a 75 ft gap in the dune in front of the boardwalk.

Just south of Wolf Park, at the Atlantic Avenue parking lot access there is another gap in the existing dune. This gap is approximately 215 ft wide and serves as pedestrian access to the beach but does not typically serve as a vehicle access. Also at this access is the Sandbar & Kitchen restaurant which is located directly on the beach. There is currently no dune in front of the restaurant which has outdoor seating on the beach and sightlines to the ocean for the patrons. This area in front of the restaurant without a dune is approximately 115 ft wide.

South of the restaurant the dunes once again range from 100 to 120 ft wide until they reach R-23. From R-23 to R-31, the dunes become narrower and the distance between the houses and the berm is usually only 50-60 ft. South of R-31, the dunes broaden with widths of 100-200 ft.

Figure 4-2 shows the beach profiles at R-26 in May 2016, after Hurricane Matthew in May 2017, after Hurricane Irma in September 2017 (LiDAR), and in May 2018 against the USACE authorized design template and 2014 Permit Plate (construction) template. Profile R-15 is representative of the typical conditions of the beach within the Project area during this time. Between the May 2016 survey and the May 2017 survey, there was accretion at this profile, followed by erosion during Hurricane Irma. There appears to be some recovery of the berm between the post-Hurricane Irma LiDAR in September 2017 and the May 2018 survey. The primary (landward) dune was not affected by the two major hurricanes and the secondary (seaward) dune gained elevation in the two years between May 2016 and May 2018. This crest elevation increase was also seen in adjacent beach profiles.

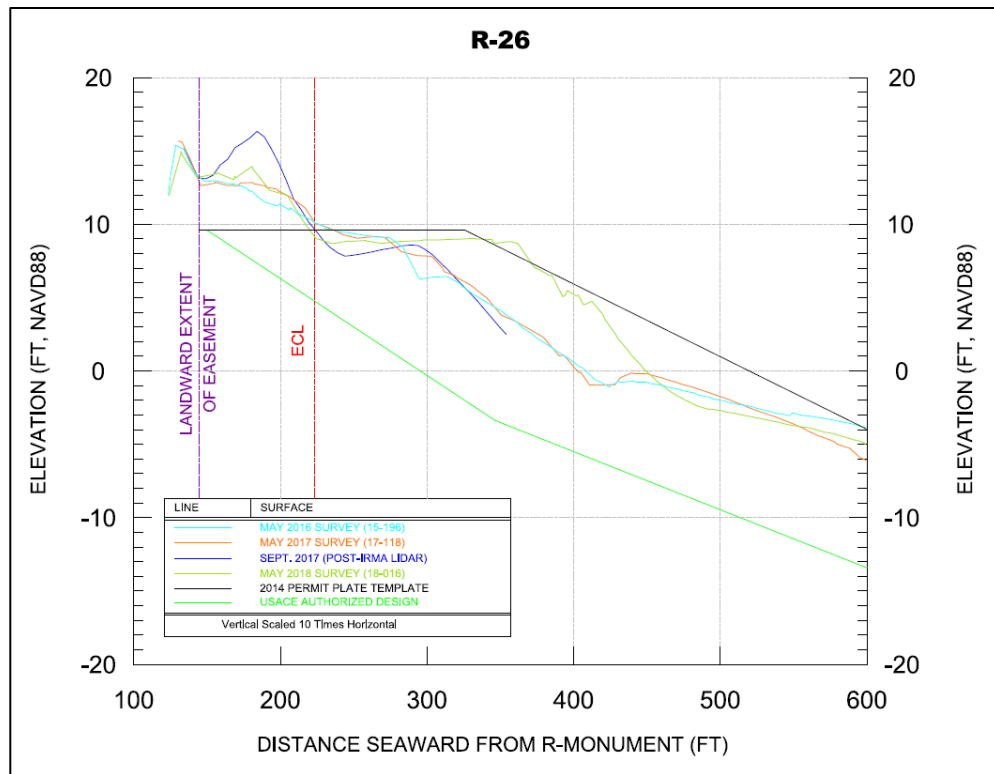


Figure 4-2: Beach Profiles at R-26 from 2016 to 2018

5 DESIGN CHANGES CONSIDERED

The following are general dune-related design changes that can be considered on any project of this type. **Table 5-1** outlines the specific circumstances of the Nassau County SPP with respect to each of these items. Several design refinements that can increase project resiliency were considered, including the incorporation of dunes and additional dune enhancements to support dune stability. Dune enhancements include vegetation, sand fencing, pedestrian access, vehicle access, and storm water outfall pipes. These design refinements could be added or modified as standalone design changes or could be implemented in conjunction with dune construction.

1) Dune Incorporation: This consists of incorporating a dune template as part of the project in future nourishment events. The dune construction template may adopt the dimensions of existing dunes, modify the dimensions of existing dunes, or add a new dune where dunes do not currently exist within the existing project footprint. The dune construction template will be considered part of the project's construction template and the volume of material to construct the dune will be considered part of the project's advanced fill volume as shown in **Figure 2**. The authorized design template on which benefits are based will not be changed by dune construction nor will the authorized advanced fill volume associated with future periodic nourishments be changed. For future periodic nourishments, the same volume of advanced fill would be placed such that a portion of that volume may be placed in the dune. Where existing dunes are incorporated as advanced fill, the total advanced fill volume will not change and the berm width will be reduced minimally to account for the volume placed in the dune. Potential sand sources will comply with State of Florida statutes and meet all applicable criteria based on consultation with FDEP.

2) Vegetation: Planting vegetation helps to anchor sand dunes and promotes dune growth. The roots and stems of sea oats and other native coastal plants trap wind-blown sand. As the sand piles up around the plants, new roots develop on the recently buried stems while new stems emerge from the sand's surface. This traps even more sand and grows the dune. In general vegetation should be planted on all newly constructed dunes.

3) Sand Fencing: An additional way to enhance dune growth is through the installation of sand fencing. Sand fencing is a relatively low cost option that works similarly to dune vegetation to help support sand dune growth by trapping and collecting wind driven sand.

4) Pedestrian Access Modifications: Pedestrian access modifications could include signage encouraging beachgoers to stay off dunes and to use designated access points, rope fencing to keep people out of the dunes, or constructing dune walkovers to allow beach access without impacting the dune. These measures prevent dune vegetation, and the dune itself, from being trampled and degraded by foot traffic which could reduce the function of the dune.

5) Vehicle Access Modifications: Vehicle access modifications could include changing the angle at which the vehicle access cuts through the dune so that during a storm the gap through the dune would erode in on itself. Mats or ramps could be used to allow vehicles to drive over the dune and prevent the degradation of the dunes in these areas. Sand stockpile areas could be designated for filling in the dune gaps when a storm is approaching.

6) Modifications at Storm Water Outfalls: Areas where storm water outfall pipes intersect dunes and release storm water onto the project footprint could be modified with revetment sections or the pipes could be re-routed in order to prevent degradation of the dune in these areas caused by outfall scour.

Table 5-1: Project Specific Dune Design Refinements Considerations

Design Change	Project Specific Considerations
No Action	No change to the existing project.
Dune Incorporation	Dunes have not been directly constructed in the SPP area, however dunes have formed naturally within the Project footprint and enhance the erosion control benefits of the SPP along most of the Project shoreline. There are two small areas at Main Beach where dunes could be constructed to close the gap in the natural dune.
Vegetation	Dune vegetation is well established along much of the existing dune in the Project area. As such, the dune areas generally do not currently require dune vegetation planting. However, future dune construction should include planting of native dune vegetation.
Sand Fencing	In the absence of dune construction, sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walkthroughs. This approach proved successful at several areas south of the federal project limits.
Pedestrian Access Modifications	There are 31 public pedestrian beach access points in the Project area. Just a few of these access points have boardwalks extending over the existing dunes. The remaining access points have footpaths over and/or through the dune that can result in degradation of the dune over time at these locations. These locations could benefit from boardwalks over the dune or from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. The advantage of boardwalks compared to walkthroughs is that the boardwalks allow people to access the berm without impacting the dune. Dune walkthroughs let people walk directly on top of the dune which can cause erosion to the path over time. This erosion can become significant if the access is heavily used and if the elevation of the walkthrough is eroded enough. Other potential impacts to direct access through the dune include damage to habitat and damage to vegetation. These impacts can be exacerbated if the walkthroughs are not well defined and people are not careful to stay within them.
Vehicle Access Modifications	There are 2 vehicle beach access points in the Project area that cut through the dune leaving vulnerable gaps. The Dolphin Avenue vehicle access is used for emergency vehicles and construction equipment to access the beach. It consists of a straight cut through the dune, and could be made more resilient by constructing a ramp, by being angled, or by designating an emergency stockpile for closing the dune as a storm approaches. The Sadler Road vehicle access is used for the public to drive and park on the beach. This access point has a relatively small footprint which would make this access difficult to modify with a ramp or by angling. Line of sight for drivers entering and exiting the beach through this dune cut through also needs to be considered. Vehicle access modifications will be limited to the footprint of the vehicle access parcel.
Modifications at Storm Water Outfalls	There are no outfall pipes affecting dunes in the Project area.

6 DESIGN CHANGE EVALUATION & RECOMMENDATIONS

The design changes evaluated for increasing the resilience of the Nassau County SPP are listed below:

- 1) Dune Incorporation
- 2) Vehicle Access Modifications
- 3) Pedestrian Access Modifications

The evaluation of design refinements and subsequent recommendations are described in more detail in the following sections. Recommended design changes are based on the considerations in **Table 5-1** as well as consistency with guidance provided in ECB 2018-2, Director of Civil Works' Memorandums dated 21 June 2017 and 3 May 2018, and ER 1105-2-100, Planning Guidance Notebook.

6.1 DUNE INCORPORATION

The USACE recommends incorporating a dune into the Nassau County SPP. The dimension of the proposed dune template is displayed in **Table 6-1**, below. The dune provides an additional stockpile of material that is normally untouched by the erosional effects of wave action. This stockpile will only be eroded in storm conditions. In these conditions, the stockpile will erode into the berm which will maintain the berm width and reduce landward erosion during major storms, as described in **Figure 1**. The proposed dune template for the SPP is based off the natural characteristics of the existing dunes. The proposed dune crest elevation is 15 ft NAVD88, the crest width is 20 ft wide, with 1V:3H slopes on both the seaward and landward sides of the dune. It is expected that the seaward face of the dune will be shaped by the wind after construction and ultimately reach slopes of 1V:5H to 1V:6H. The proposed dune is seaward of the landward easement limit, which ensures that the proposed dune template is within the existing project's footprint. **Figure 6-1** shows the proposed template compared to the existing dunes at R-26 based on the May 2018 survey.

The dune template provided in **Table 6-1** is the proposed template to be incorporated into the SPP, however this template is not a final design. The final design for this project will be developed during the preliminary engineering and design phase of the Project to account for existing project conditions and engineering judgment. The final designs are not anticipated to vary greatly from the templates presented herein. The proposed dune template is the maximum dune that would be rebuilt by USACE if the existing dune was ever severely eroded. The volume of sand used to rebuild the dune will come from the advanced fill volume. As a result, the construction berm width will be modified based on the conditions of the project at the time of construction so that the total advanced fill volume (berm plus dune) remains consistent with the authorized project. The changes in the advanced fill shape are described in **Figure 2**. The maximum dune template may not be built if it is determined that building the maximum template will cause the berm width to be reduced so that it is too narrow to maintain a healthy project as determined by analysis of the project conditions at the time of construction.

Table 6-1: Nassau County Shore Protection Project Dune Dimensions

Start	End	Crest Height (ft NAVD88)	Crest Width (ft)	Seaward Slope	Landward Slope
R-13	R-33	15	20	1V:3H	1V:3H

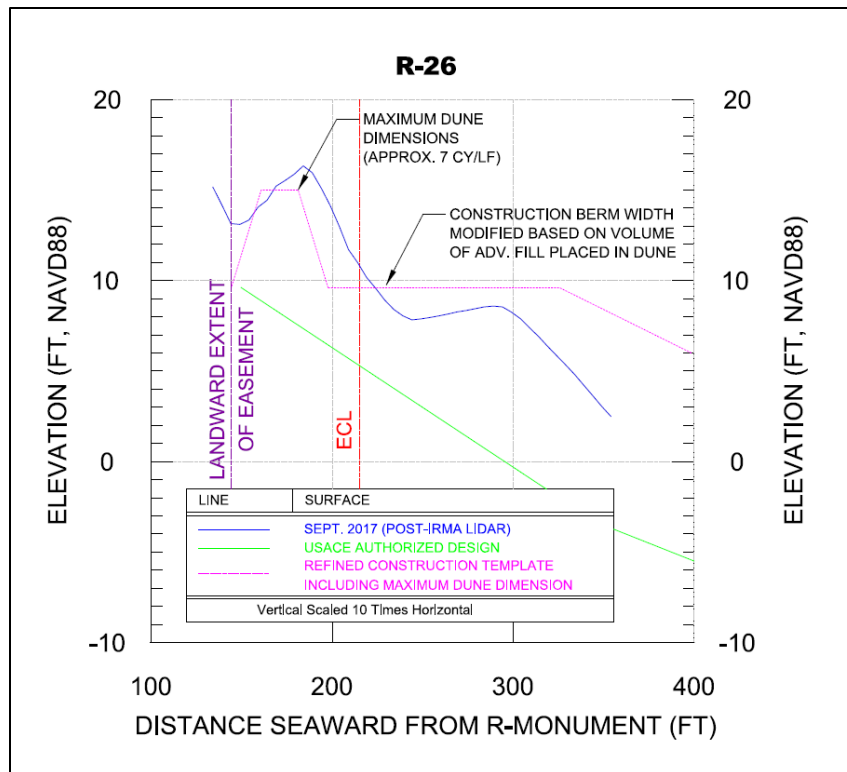


Figure 6-1: Example of Nassau County SPP Dune Template at R-15

In addition to incorporating the existing dunes into the Project, the USACE also considered gaps in the existing dunes that induce vulnerability. There are two locations between Dolphin Avenue and Atlantic Avenue with sizable gaps in the dunes. At both of these locations, the USACE recommends closing the gaps because they are potential vulnerabilities in the dune system. These areas are more susceptible to damage to infrastructure due to direct wave action during elevated water events and they are more likely to have material losses to the landward side of the project footprint.

The northernmost of the two sites is located directly in front of FDEP R-monument R-21 at Wolf Park. The gap in the dunes at this location is approximately 75 ft long and allows pedestrian access from a boardwalk onto the berm. This gap in the dunes is not an official public access point so closing this gap in the dunes will not affect the number of public access points in the Project. The official access points at this location are the wooden boardwalks adjacent to the gap in the dunes. The proposed dune addition is on public lands and, as a result, would not require additional private easements. The recommended dune to be constructed at this area follows the proposed dune dimensions found in **Table 6-1**. The elevation of the ground within this gap is at 12 ft NAVD88 (2017 LiDAR) so the proposed dune will raise the elevation of this point by about 3 ft. **Figure 6-2** shows the proposed dune at the existing gap.

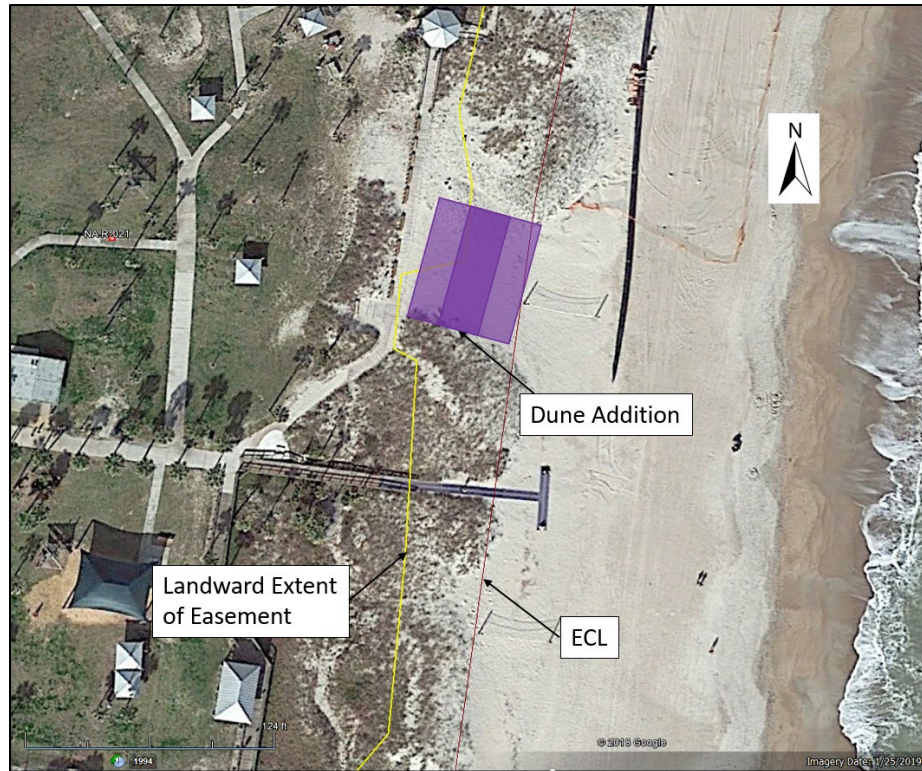


Figure 6-2: Proposed Modifications at the Dune Gap at R-21

The second gap in the dune is located just to the south of Wolf Park in front of the parking lot at the end of Atlantic Avenue. This gap in the dunes is approximately 330 ft long and leaves the nearby businesses particularly vulnerable. This length can be broken down into two parts, the first is the area north of the Sandbar & Kitchen Restaurant, which is located right on the beach. This gap north of the restaurant is 215 ft long. The gap in front of the restaurant itself is an additional 115 ft long (which adds up to the total length of 330 ft). The elevation in the gap is approximately 11 ft NAVD88 which is significantly lower than the typical dune height of 15 ft NAVD88. The USACE recommends that in the area north of the Sandbar Restaurant, a vegetated dune be constructed using the proposed dune template shown in **Table 6-1**. In addition, the USACE recommends constructing a dune walkover over the proposed dune in order to allow pedestrian access to the beach without damaging the dune or dune vegetation.

The USACE has proposed constructing a dune in front of the Sandbar Restaurant in order to create a continuous dune system. The available berm footprint in this area is smaller than the typical dune dimensions, as seen in **Figure 6-3**. The proposed dune in this area has a dune crest at 15 ft NAVD88 and dune crest width of 20 ft, and 1V:3H slopes which is consistent with the typical proposed dune for the Project (**Figure 6-4**). According to conversations with the local sponsor, the adjacent restaurant may potentially object to the construction of any dune in front of the restaurant because they do not want to lose the sightlines to the ocean. In this case, it is still recommended that the dune to the north of the restaurant be constructed because it will close the gap in the existing dune in front of the parking lot and create a stockpile of material higher on the beach in the event of erosion from a storm.

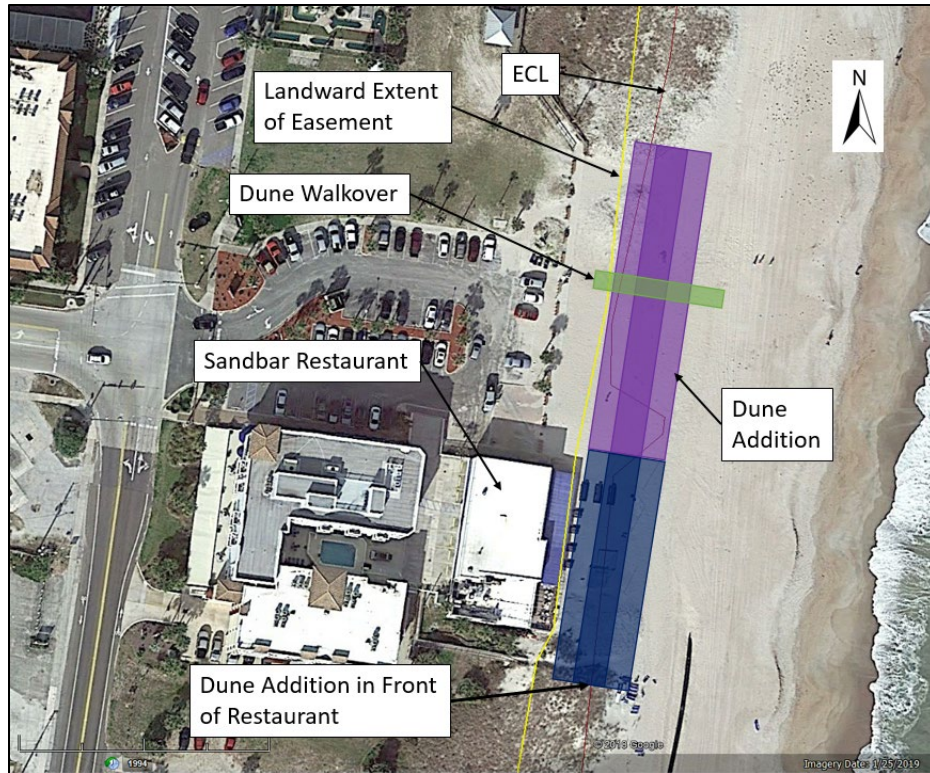


Figure 6-3: Proposed Modifications at the Dune Gap at Atlantic Avenue

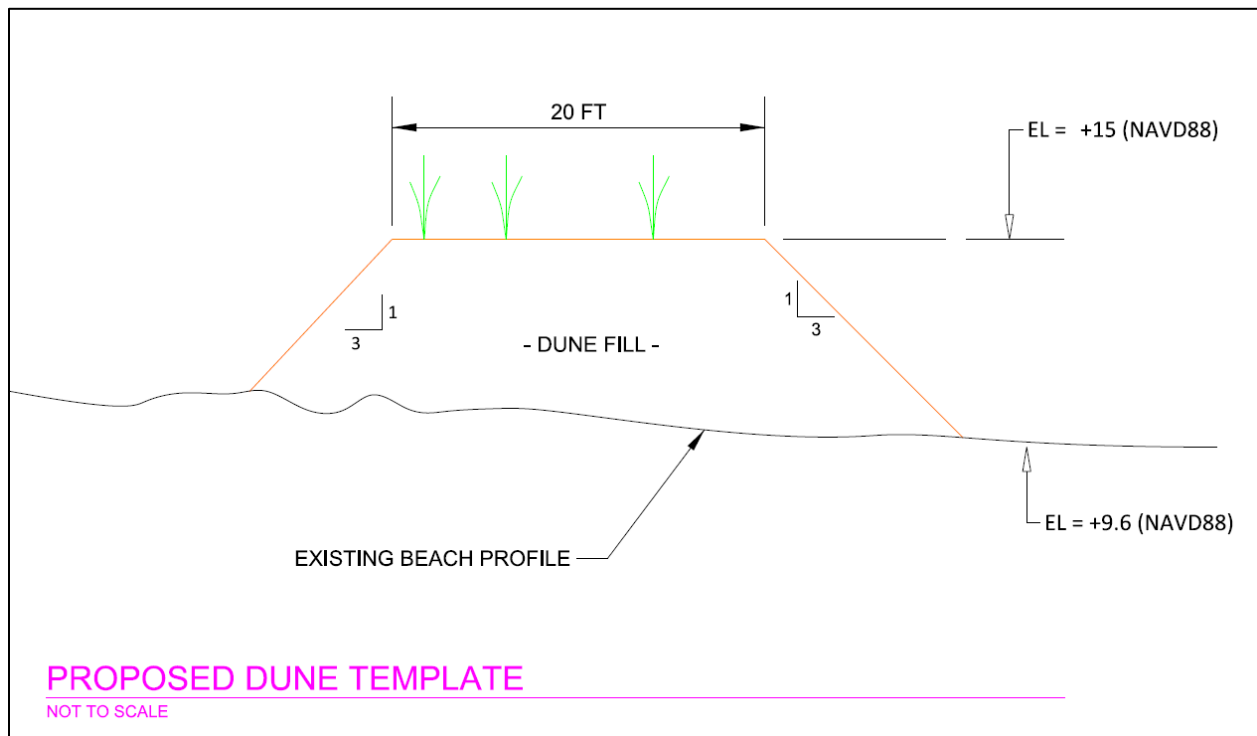


Figure 6-4: Proposed Dune Template in Front of Sandbar Restaurant

6.2 VEHICLE ACCESS MODIFICATIONS

Vehicle access points, that create gaps in the dunes, are more susceptible to erosion and landward material losses that reduce project resilience. There are two vehicle access points in the Nassau County SPP area:

- | | |
|-------------------|--------|
| 1. Dolphin Avenue | R-20.5 |
| 2. Sadler Road | R-32.7 |

The location of the vehicle accesses can be seen in **Figure 6-9** and **Figure 6-10**. The proposed changes to the two vehicle access points include raising elevations, creating emergency stockpiles, and adding a vehicle mat. These proposed changes to the vehicle accesses are general recommendations and do not constitute full designs. The specific designs for these recommendations may change during the preliminary engineering and design phase based on the existing conditions at the time of design and engineering judgment.

Structural alternatives such as wooden vehicle ramps, seawalls, and gates that close during storm events were considered during the analysis but ultimately rejected. Wooden vehicle ramps are more costly than any of the modifications proposed in this EDR and would require a greater level of design than what is intended within the scope of this EDR. These structures are also typically less aesthetically pleasing compared to the natural appeal of vegetated dunes and repair costs would likely be more expensive than the other alternatives, both of which are concerns of the local sponsor. Gates to close during storm events are also not desirable because they require frequent maintenance to ensure that they are functioning properly, especially in a marine environment. Seawalls used to close gaps in the dune were also rejected because they would only provide inundation protection benefits and would also require a greater level of design than what is intended within the scope of this EDR. The purpose of this SPP is erosion control and, according to CESAD-PD Memorandum dated 30 January 2019, “modifications that change the nature of an existing project’s benefits will only be considered if the change is minor and incidental.” The primary benefits will be to increase the Project’s resiliency to erosion by providing reserves of sand higher on the beach profile and by preventing flanking and backside erosion of the existing dune.

6.2.1 Dolphin Avenue

The northernmost vehicular access point in the Project area is located at Dolphin Avenue (R-20.5). This access is at the end of Dolphin Avenue and opens onto the berm nearly perpendicular to the shoreline. Accesses that are perpendicular to the shoreline are the least desirable method of access because it provides minimal resistance to waves and surge (Wootton, 2016). The width of the access is approximately 20 ft and this access is used by construction vehicles as an access during the construction of the SPP. On 5 February 2019, during a meeting with the local sponsor, there was discussion between USACE and the local sponsor about potentially creating a wooden ramp at this access. However, upon further evaluation, the elevation within the access (2017 Post-Irma LiDAR) shows that the ground is at a relatively high elevation 12-13 ft NAVD88. Because of this elevation, it is recommended that rather than construct a wooden ramp, the elevation of the access be raised to 14 ft NAVD88 (the dune crest in this area is at 17 ft NAVD88) and a Mobi-mat® or similar type of mat be placed over it to allow for vehicle access. The cross-section in **Figure 6-5** displays the configuration of the raised elevation with the mat over the top. Preventing water from directly entering the gap in the dune can increase the resiliency of the project by preventing scouring of the backside of the dune and preventing material to be lost landward, outside of

the project footprint. One consideration for this access point is that this is used for contractor access during construction of the shore protection project so any mat placed must be capable of supporting the equipment used during the construction events. By raising the elevation of the access to 14 ft NAVD88, it will provide a reserve of sand that is higher on the beach profile while not closing the access entirely.

In addition to raising the elevation of the access and placing a mat, the USACE recommends building a wooden walkover over the dunes to the south of the access, as seen in **Figure 6-6**. This will help keep the vehicle access clear of pedestrians while still allowing access to the beach. This walkover is connected to an existing wooden staircase located by the Dolphin Avenue parking lot. By creating a specified path for pedestrians, it should discourage them from walking over vegetated dune areas. The proposed dune walkover is on public lands and, as a result, would not require additional private easements.

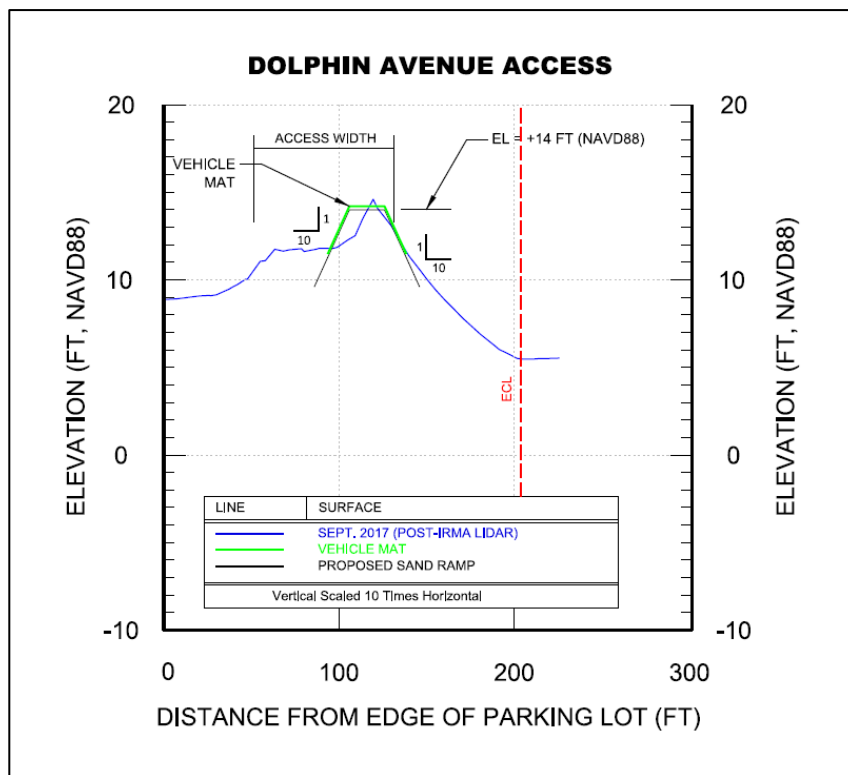


Figure 6-5: Dolphin Avenue Access Cross-Section



Figure 6-6: Proposed Modifications at the Dolphin Avenue Vehicle Access

6.2.2 Sadler Road

The second vehicle access point in the Project area is located at Sadler Road. This access is used for construction and emergency vehicle access but it also allows public vehicle access for parking 300 ft north and south of the access. The access at this location is approximately 25 ft wide and the elevation within the Sadler Road access point is approximately 10 ft NAVD88 (2017 post-Irma LiDAR) which is significantly lower than the surrounding dunes. For the most resilient project, closing the gap in the dune would be the best option. However, there are only two construction vehicle accesses in the Project area (Sadler Rd. and Dolphin Ave.) and according to the sponsor there is likely to be opposition from the local stakeholders to any proposal to close the Sadler Road access. Due to these factors, the USACE recommends placing an emergency stockpile of material on the backside of the dune, to the south of the access (**Figure 6-7**). The local sponsor can use this emergency stockpile in extreme water elevation situations to close the gap in the dunes by pushing the sand from the stockpile into the access in order to form a continuous dune. While not as effective as a permanent, vegetated dune, closing the access can aid in mitigating the water's ability to flow directly into Sadler Road while still allowing the access to be used during normal conditions. Preventing water from directly entering the gap in the dune can increase the resiliency of the project by preventing scouring of the backside of the dune and preventing material to be lost landward, outside of the project footprint.. The estimated volume needed to fill the gap during an emergency situation is 95 cy, as seen in **Table 6-3**. This would require a storage area of about 855 ft² if the material is stacked in a 3 ft high rectangle. The proposed stockpile is on public lands and, as a result, would not require additional private easements.

The USACE also considered raising the elevation of the access and placing a vehicle mat over it; however, the dune at this location is only about 60 ft wide which limits the amount of length available for building

a ramp unless the slope of the ramp is designed steeper than 1V:10H, which was the slope proposed at the Dolphin Ave. access. Due to the limited amount of available length at the Sadler Rd. access, a stockpile was recommended instead. Also, raising the elevation where there is a consistent amount of traffic (due to the public vehicles that use the access) could increase the risk of accidents for drivers using the access because raising the elevation would impact sightlines for drivers.



Figure 6-7: Proposed Modifications at the Sadler Road Vehicle Access

6.3 PEDESTRIAN ACCESS MODIFICATIONS

Pedestrian access points were evaluated as potential vulnerabilities in the Project area. The pedestrian access points in the Project are a mixture of wooden ramps over the dune and walkthroughs that are curved paths directly through the dunes to allow access to the berm. The USACE typically recommends placing dune walkovers at all pedestrian accesses in order to keep people out of the dunes. However, this is an expensive option and many projects have a mixture of walkovers and walkthroughs. The local sponsor would like to construct dune walkovers at all public access points in the Project. The advantage of dune walkovers compared to walkthroughs is that the walkovers allow people to access the berm without impacting the dune and associated vegetation. Dune walkthroughs (especially when they are unmarked) lack controlling features to prevent degradation to the dune and vegetation. This degradation can become significant if the access is heavily trafficked and if the elevation of the walkthrough is eroded enough, it can become a vulnerability to wave action from elevated water levels. Preventing water from directly entering the gap in the dune can increase the resiliency of the project by preventing scouring of the backside of the dune and preventing material to be lost landward, outside of the project footprint. Other potential impacts to direct access through the dune include damage to habitat and damage to

vegetation. These impacts can be exacerbated if the walkthroughs are not well defined and people are not careful to stay within them.

If funding for dune walkovers is not available then the USACE recommends optimizing the existing pedestrian walkthroughs. In order to optimize the walkthroughs, the USACE recommends that all pedestrian access points that cut through the dune incorporate sand fencing on the dunes immediately adjacent to access points. Sand fencing traps material which will help maintain the ground at a higher elevation. Sand fencing aids in trapping wind-blown sediment by slowing the wind, resulting in deposition of entrained sand. By placing sand fencing adjacent to the pedestrian access points, it can encourage this deposition of sand to occur within the access itself. This can potentially help offset the erosion caused by pedestrian traffic through the access. The sand fencing can also help guide pedestrians to stay along the centerline of the access which can prevent an access from becoming wider over time. **Figure 6-8** displays a typical alignment for sand fencing through a dune. Additionally, placing signs and rope lines to guide pedestrians to designated walkthroughs has been shown in other places to be an effective tool to mitigate damage from people walking on, and damaging the dune vegetation. Placing educational signage can also be an effective tool for creating public awareness of the importance of maintaining the dune in areas where wooden walkovers are not constructed. There are 25 public accesses in the SPP and it is estimated that, if dune walkovers are not constructed and sand fencing is used, an average of 50 ft of sand fencing needed for this project.

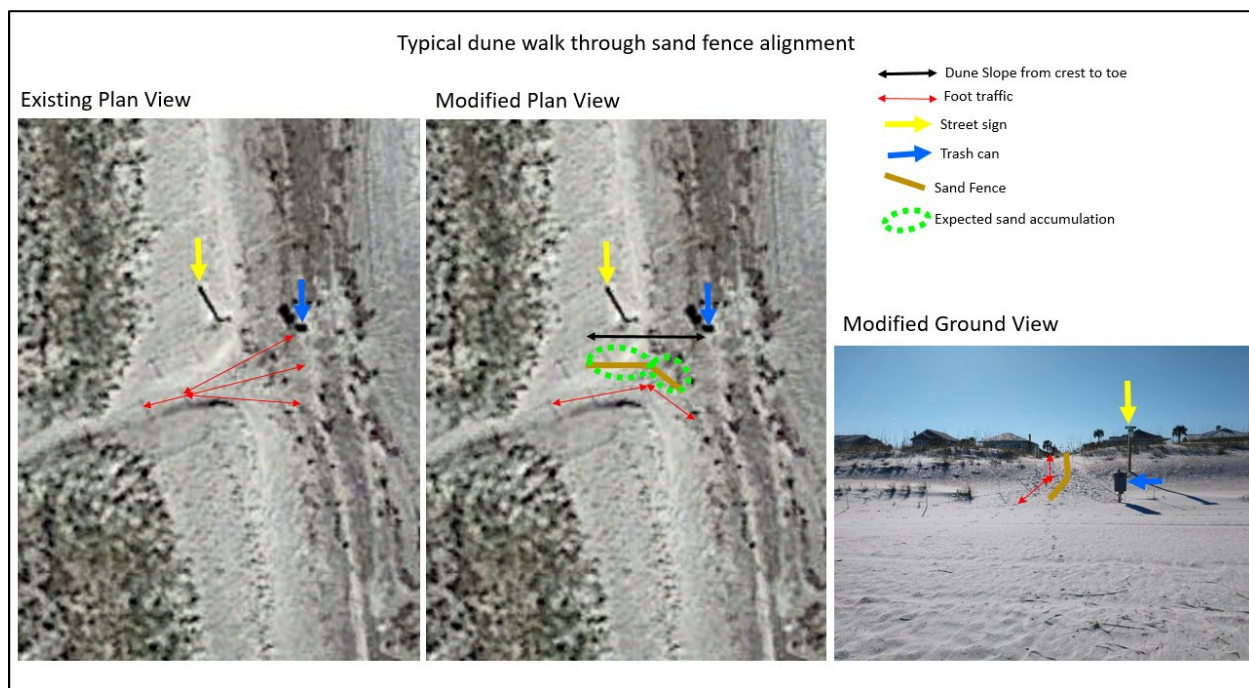


Figure 6-8: Typical Sand Fence Alignment for Dune Walkthroughs

6.4 SUMMARY OF RECOMMENDED DESIGN CHANGES

The design changes recommended to increase resilience for the Nassau County SPP include, dune incorporation with vegetation, vehicle access modifications as described above, and pedestrian access modifications with sand fencing and boardwalks. **Table 6-2** provides a summary of the recommended design changes. **Figure 6-9** and **Figure 6-10** shows the location of the recommended design changes along the Project area shoreline.

Table 6-2: Summary of Recommended Design Changes

Design Change	Summary of Recommendation
Dune Incorporation with Vegetation	Dune incorporation is recommended along the entire length of the project. Dunes could be constructed as part of the project in the event that the existing dune becomes eroded in the future. The volume of sand to be placed in the dune template, should it erode, would be treated as part of the Project's advanced fill volume. Existing dune gap closures could be constructed separately and would include planting of native dune vegetation.
Vehicle Access Modifications	Modifications for 2 vehicle access points that include raising elevations, a vehicle mat, and an emergency stockpile are recommended.
Pedestrian Access Modifications with Sand Fencing and Boardwalks	Placing sand fencing along the side of the walkthrough to trap material in the access and help it to maintain a higher elevation. Approximately 50 ft of wooden sand fence would be needed at 25 public access points for a total of 1,250 ft of sand fence. Two boardwalks are recommended at the Dolphin Avenue and Atlantic Avenue parking lots.



Figure 6-9: Location of Recommended Design Changes

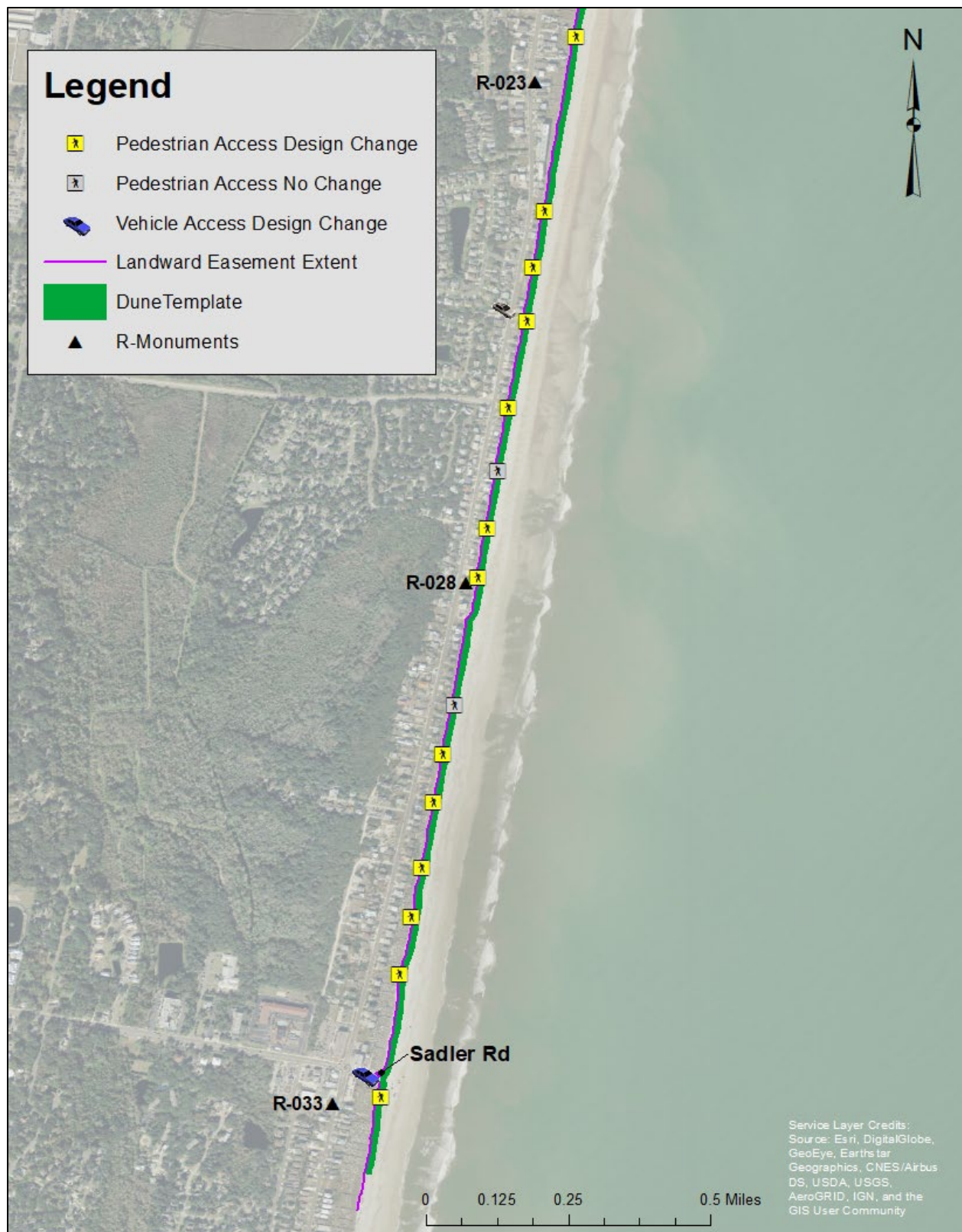


Figure 6-10: Location for Recommended Design Changes

6.4.1 Volume Calculations and Quantities

Table 6-3 presents the estimated volume of material needed to facilitate all of the resiliency measures recommended herein. The table shows a description of the proposed activity and the approximate volume needed to complete the measure. For the Nassau County Shore Protection Project, the anticipated volume needed to complete the proposed one time modifications is 2,345 cy of sand and 21,630 ft² of dune vegetation. Following the one time construction of these pedestrian and vehicle access modification an updated Operations and Maintenance (O&M) Manual will be provided to the local sponsor for maintenance of these modifications. The volume associated with maintaining the vehicle access stockpiles after the one time construction, should they be used and depleted during a storm event, is not considered part of the projects advanced fill volume and will be considered a non-Federal O&M responsibility.

The initial construction volume in 2008 to build the existing SPP was 1,900,000 cy. The Project is authorized with a 5 year renourishment interval with a renourishment volume of 1,472,000 cy. If an extreme erosion event occurs and completely erodes the existing dune down to the project berm elevation (9.6 ft NAVD88), it would require approximately 145,200 cy (7 cy/ft) to restore the dune to the templates described in **Table 6-1**. This calculation was performed using the triangle volume tool in Microstation Inroads to compare the proposed template to a flat berm at 9.6 ft NAVD88. The total volume projected to be placed during the 50-yr project life is approximately 12,284,662 cy. This includes 1,900,000 cy placed during initial construction and 10,304,000 cy estimated for the project's final seven periodic renourishment events (projected to be every five years until 2053) but does not include any material placed during dredging of Kings Bay (navigation project) or FCCE volumes. The additional volume required for the one time design refinements (2,345 cy) is approximately 0.02% of the total projected volume to be placed during the 50-yr project life (12,284,662 cy). The periodic renourishment volume will not change as a result of any dune construction. Volume required to repair the dunes will be taken from the periodic renourishment volume. Analysis of the project at the time of construction will determine the ratio of volume to be placed in the dunes and the berm during future nourishment events and, as a result, the maximum dune template proposed in **Section 6.1** may be modified to ensure that adequate berm width remains.

Table 6-3: Approximate Volume Requirements for Recommended Plan

Gap Location	Closure Recommendation	Description of Closure	Closure Dimension
Dolphin Avenue	60 cy of Sand	Raise access elevation to +14 ft NAVD88 & add vehicle mat & construct wooden pedestrian walkover	Volume to raise elevation in 20 ft wide gap with a height of +2 ft above existing elevation, a 20 ft crest width, and a 1V:10H slope.
	1,200 ft ² Dune Veg.		
	1 Vehicle Mat		
	1 Wooden Walkover		
Gap at R-21	305 cy of Sand	Dune construction to close gap	Dune with 20 ft wide crest at +3 ft above existing elevation with 1V:6H front slope and 1V:5H back slope. Length of dune is 75 ft.
	3,975 ft ² Dune Veg.		
Atlantic Avenue	1 Wooden Walkover	construct wooden pedestrian walkover	100-ft length to cross the existing dune.
	1,340 cy of Sand	Dune construction north of Sandbar Restaurant	Dune with 20 ft wide crest at +4 ft above existing elevation with 1V:6H front slope and 1V:5H back slope. Length of dune is 215 ft.
	11,395 ft ² Dune Veg.		
	545 cy of Sand	Dune construction in front of Sandbar Restaurant	Dune with 20 ft wide crest at +4 ft above existing elevation with 1V:3H slopes. Length of dune is 115 ft.
	5,060 ft ² Dune Veg.		
Sadler Road	95 cy of Sand	Emergency Stockpile	Volume needed to seal 25 ft wide access gap with a height of +5 ft above existing elevation, a 10 ft crest width, and a 1V:2H slope.
Total Sand (CY)	2,345		
Total Dune Vegetation (FT²)	21,630		
Total Vehicle Mat	1		
Total Wooden Walkovers	2 (100 ft length)		
Total Pedestrian Sand Fencing (FT)	1,250		

7 CURRENT ENGINEERING STUDIES, INVESTIGATIONS, AND DESIGN

The 2006 Nassau County, Florida Shore Protection Project General Reevaluation Report (GRR) Engineering Appendix (USACE, 2006) is the most recent Engineering Appendix and it governs the analysis presented in this EDR. Monitoring reports written after each construction event detail this project's history along with shoreline and volume changes over time.

The USACE Coastal Engineering Manual (CEM) and Natural and Constructed Coastal Foredunes Fact Sheet (USACE, 2018b) from the USACE ERDC were also consulted in the design of the proposed dunes in order to ensure that the proposed dunes designs are consistent with existing technical guidelines. Dune slopes typically range from about 1V:4H to 1V:7H based on the grain size and wind velocity in the Project area (USACE, 2006), which is consistent with the design of the proposed dune (1V:6H seaward slope and 1V:5H landward slope).

7.1 SEA LEVEL CHANGE ANALYSIS

The effects of sea level rise should be considered during project design as per ER 1100-2-8162, Incorporating Sea Level Change in Civil Works Programs. ER 1100-2-8162 provides both a methodology and a procedure for determining a range of sea level rise estimates based on the local historic sea level rise rate, the construction (base) year of the project, and the design life of the project. ER 1100-2-8162 was released in 2009 and developed by USACE in conjunction with NOAA and U.S. Geological Survey.

While sea level change is not expected to significantly affect the Project design during its current project life, it is important to consider when making any changes to the design. **Figure 7-1** displays sea level trends near the Nassau County SPP using the USACE Sea Level Tracker Tool (USACE, 2018a). The tool shows the historical average observed changes in mean sea level (MSL) as measured and reported for National Oceanic Atmospheric Administration tide gauges and mapped against the USACE sea level change (SLC) projections. For NOAA Station 8720030 at Fernandina Beach, Florida, the linear trend for 1979 to 2019 and 19-year moving average are both close to the low curve, while the 5-year moving average is between the medium and high curves (closer to the medium curve), as seen in **Figure 7-1**. All three sea level change curves from the tracker tool originate from 1992, which is the midpoint of the NOAA National Tidal Datum Epoch (NTDE) of 1983-2001.

Figure 7-2 shows sea level projections curves from the USACE Sea Level Tracker Tool with the 1% exceedance probability extreme water level (7.21 ft) from NOAA. The extreme water level (EWL) value is a statistically-derived water level based on the probability of an extreme hydrologic event or storm calculated by NOAA (USACE, 2018a). This extreme water level was plotted on top of the High sea level change curve to represent the worst case scenario of sea level change plus the EWL intersecting the berm and dune crests. Using this scenario in the Sea Level Tracker Tool, a 1% event may inundate the authorized berm elevation in 2071, but the proposed dune crest of 15 ft NAVD88 may not be inundated until 2132.

The Project berm elevation in the 2006 GRR is referenced to Mean Low Water (MLW) which means that as the sea level changes, the berm elevation should be adjusted accordingly. The period of federal participation in this project expires in 2058 and sea level changes are not expected to significantly impact the function or maintenance of the SPP during this time period. If directed by Congress, the project will be restudied to determine if federal participation should continue. At that time, sea level change will be re-evaluated and reconsidered in the new project design.

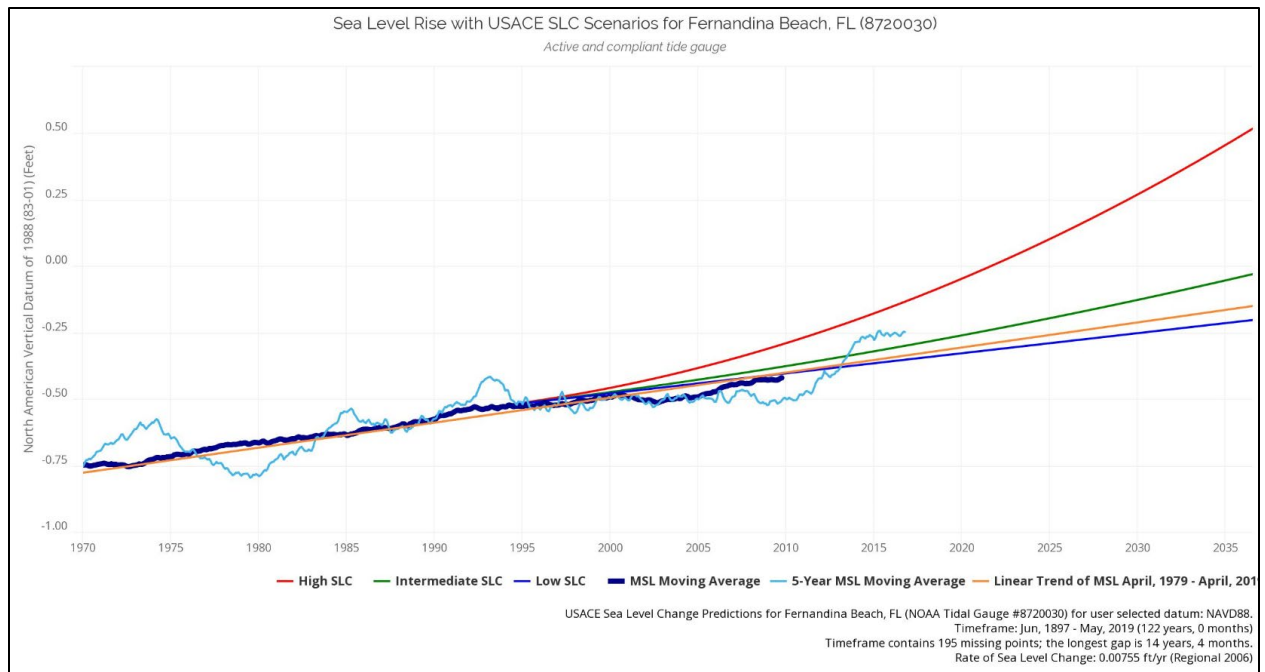


Figure 7-1: Sea Level Change Trends for the USACE Sea Level Tracker, Fernandina Beach, FL NOAA Station (8720030)

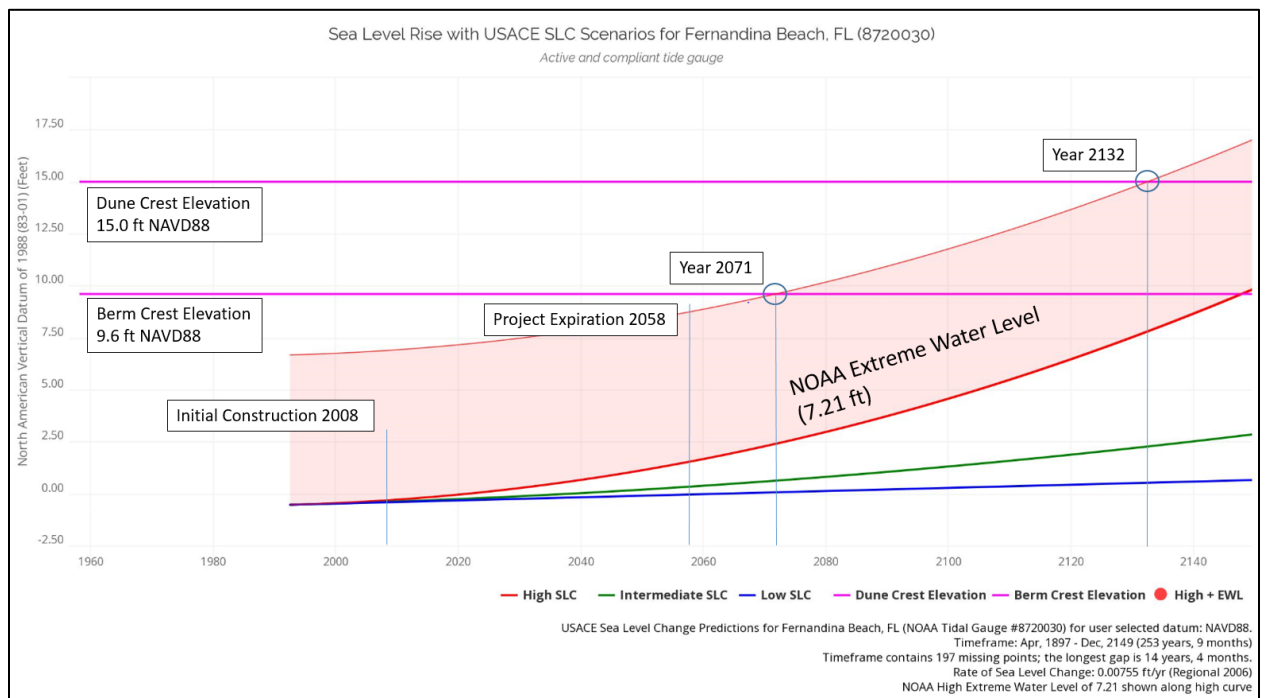


Figure 7-2: Sea Level Change and Extreme Water Level for the Fernandina Beach, Florida NOAA Station (8720030)

8 COST ESTIMATE

Rough Order of Magnitude (ROM) Estimates have been prepared in support of this Engineering Documentation Report (EDR) for Dune Resilience. This EDR is assumed to contain 10% level of design and according to the ER 1110-2-1302, this project is in the early concept technical information stage. Therefore, this estimate is considered a Class 4. As a result, due to the minimal level of design, a 45% contingency was chosen and included on all estimated costs to address the risk of potential scope growth that may occur. Also, 10% was assumed for each of the following; Mobilization and demobilization, Environmental Monitoring, and for Maintenance of Traffic (MOT). All of these costs are thought to be best captured as a percentage at this point in time taking into the consideration the level of design and the recommended work along the Nassau County Project. \$20,000 lump sum amount was added for future update of the O&M manual for this project. No abbreviated risk analysis (ARA) was performed based upon the small magnitude of the Project and minimal complexity of the work.

This work is assumed to be as a one-time occurrence. Any future adaptive management or maintenance required to the proposed dune design refinements is assumed to be performed by the non-federal Sponsor. This estimated cost for the proposed work is less than the \$2M per project supplemental funding allowance guideline. Title IV of the Bipartisan Budget Act of 2018 (BBA-18) indicates that Section 902 of Water Resources Development Act of 1986 shall not apply to fund received under BBA-18. Therefore, there has been no update to the Total Project Cost for this project.

Non-Construction Costs have also been included. A minimum of \$100K per project is considered to be sufficient under a regional contract for PED. Also, 9% was assumed for Construction Management. These percentages are consistent with similar District projects.

Specific to Nassau County a combination of dune resiliency measures are proposed. The work involves creating dunes, dune vegetation, elevating access points, boardwalks and creating emergency stockpiles that can be utilized to close off the dunes prior to a significant storm event. Material for these areas is assumed to be purchased from an upland borrow source to provide for a conservative estimate pending further coordination and design.

Similar coastal resiliency efforts are being planned for the region. As a result, this estimate assumes that this work for Nassau County would be consolidated with other projects regionally. This could be accomplished through a type of services contract. Or the work could potentially be performed by USACE Operations or the non-federal sponsors resources. The acquisition strategy will be further evaluated in an effort to determine the most appropriate mechanism that helps to reduce acquisition costs and time to efficiently provide resiliency measures to this project.

All costs are considered to be burdened with all necessary contractor markups. The markups applied vary by cost item because some are quoted, some are parametric, and some are estimated based upon labor, equipment, and materials.

The total estimated cost for the recommended modifications described in this EDR is \$1,006,900. Costs for specific design refinements are shown in **Table 8-1**.

Table 8-1: Nassau County SPP EDR Budget Estimate

<u>Location</u>	<u>Feature</u>	<u>Description</u>	<u>Estimated Cost</u>
Dolphin Avenue	Raise elevation to +14 ft NAVD88	Volume to raise elevation in 20 ft wide gap with a height of +2 ft above existing elevation, a 20 ft crest width, and a 1V:10H slope. Standard dune planting. 80-ft long vehicle mat placed over the raised access elevation. 100-ft length to cross the existing dune.	\$ 4,100
	Dune Vegetation		\$ 6,800
	Vehicle Mat		\$ 7,100
	Boardwalk		\$ 56,100
Dune Gap at R-21	Dune Construction	Dune with 20 ft wide crest at +3 ft above existing elevation with 1V:6H front slope and 1V:5H back slope. Length of dune is 75 ft. Standard dune planting	\$ 20,500
	Dune Vegetation		\$ 22,500
Dune Gap at Atlantic Avenue	Boardwalk	100-ft length to cross the existing dune.	\$ 56,100
	Dune Construction	Dune with 20 ft wide crest at +4 ft above existing elevation with 1V:6H front slope and 1V:5H back slope. Length of dune is 215 ft. Standard dune planting.	\$ 89,800
	Dune Vegetation		\$ 64,300
	Dune Construction	Dune with 20 ft wide crest at +4 ft above existing elevation with 1V:3H slopes. Length of dune is 115 ft. Standard dune planting.	\$ 36,600
	Dune Vegetation		\$ 28,600
Sadler Road	Emergency Stockpile	Volume needed to seal 25-ft wide access gap with a height of +5 ft above existing elevation, a 10 ft crest width, and a 1V:2H slope.	\$ 6,400
Public Pedestrian Access throughout Project Area	Pedestrian Access Modifications with Sand Fencing	Placing sand fencing along the side of the walkthrough to trap material in the access and help it to maintain a higher elevation. Total sand fence required is approximately 1,250 feet.	\$ 6,100
SUBTOTAL			\$ 405,000
ASSOCIATED GENERAL ITEMS			
Mob/Demob		10%	\$ 40,500
Environmental Monitoring		10%	\$ 40,500
Maintenance of Traffic		10%	\$ 40,500
TOTAL CONSTRUCTION COST			\$ 526,500
NON-CONSTRUCTION COST			
PED			\$ 100,000
S&A		9%	\$ 47,400
Update O&M Manual			\$ 20,000
CONTINGENCY		45%	\$ 313,000
TOTAL ESTIMATED COST			\$ 1,006,900

9 ECONOMIC ANALYSIS

The purpose of this section is to document investigations conducted to identify the National Economic Development (NED) benefits of the proposed dune construction activities for Nassau County Shore Protection Project (SPP). It is important to note that any indication of a benefit-to-cost ratio (BCR) in this report is a remaining-benefit-remaining-cost ratio (RBRCR) based on the remaining period of federal participation.

Per ER 1110-2-1150, if design modifications to an authorized project increase costs, the Project benefits and annual costs presented in the last approved decision document will be updated as appropriate and a new benefit-to-cost ratio provided. The following paragraphs describe the impacts the dune construction will have on benefits and costs.

In most beach nourishment projects the quantity of sand in the system correlates with benefits. This is true of both the sand located in the berm as well as within the dune system. Sand dunes along the shoreline play a critical role in enhancing the storm protection, environmental, and aesthetic functionality of beach systems. Sand dunes serve as the ultimate line of defense against storms, acting as a natural buffer to protect inland infrastructure. Sand dunes also provide important habitat for many plants and animals. Though dunes were not part of the original project design, the benefits were predicated upon the assumption that any existing dunes would remain intact; the Nassau County SPP is no exception.

Dunes are important for increasing resilience with respect to beach erosion. During storms when the beach is being actively eroded, sand removed from the dunes is deposited on the beach profile and serves as a natural, albeit limited, sand source for the berm. Over time the dunes are replenished by windblown sand from the berm. This transfer back and forth captures sand that may otherwise be lost from the system and provides the Project the resilience needed in the face of rising seas and storms. Additionally, this increased resilience from the sand transfer from dune to berm during storms may postpone future nourishments and/or reduce quantities needed for emergency actions following major storms and will thus potentially decrease the average annual cost of the authorized project.

For the reasons stated above, it is concluded that the average annual benefits from the last authorized report (Nassau County, Florida SPP General Reevaluation Report, April 2006) would not be negatively impacted by the proposed dune incorporation. Using 2019 Google Earth and other GIS imagery on a sampling of homes and businesses in the area it has been verified that the number of structures and value of the infrastructure at risk is at a minimum similar to that in the previous report and in many places is more updated (i.e. higher depreciated replacement value). As such, said benefits are assumed to be valid as of the writing of this report, and will be applied for the purposes of this analysis. The most recently approved Nassau County SPP report did not calculate recreation benefits and therefore only a primary RBRCR will be conducted for this EDR.

Costs for dune modifications specific to this EDR were created by cost engineering in FY19. Future monitoring, PED, and nourishment costs are based on the latest Total Project Cost Summary (TPCS) developed for budget updates. The Civil Works Construction Cost Index System (CWCCIS) dated 31 March 2018 was then used to convert the cost estimate for dune construction as well as the remaining periodic nourishment(s) to the 1QFY2006 level (i.e. price level of the benefits in the last approved report). This was done so that the price levels for cost and benefit were based on the same fiscal year. A price level deflation adjustment factor of 0.7033 was calculated and applied to the estimated remaining costs. A present worth

adjustment factor using the current discount rate of 2.875% was then applied to these costs and then annualized using an economic period of analysis of 39 years (i.e. the remaining years of federal participation). The remaining cost and associated event in FY19 price level is presented in **Table 9-1**, and the price level adjustment and amortization is presented in **Table 9-2**. Nassau County SPP had an approved FCCE nourishment in 2018 and the periodic nourishment interval is five years.

Table 9-1: Nassau County SPP Remaining Costs (FY19)

Year	Cost (FY19)	Event
2019	\$1,006,900	Dune Resilience Action (EDR)
2023	\$19,394,000	Periodic Nourishment
2028	\$19,394,000	Periodic Nourishment
2033	\$19,394,000	Periodic Nourishment
2038	\$19,394,000	Periodic Nourishment
2043	\$19,394,000	Periodic Nourishment
2048	\$19,394,000	Periodic Nourishment
2053	\$19,394,000	Periodic Nourishment

Table 9-2: Nassau County SPP Remaining Cost Price Level Adjustment and Amortization

FY Cost is Incurred	Cost FY19	Current Rate (2.875%) Present Worth Adj. Factor	Price Level Adj. Factor (FY06/FY19)	Price Level & Present Worth Adj.
2019	\$ 1,006,900	1.0000	0.7107	\$ 715,652
2023	\$ 19,394,000	0.8928	0.7107	\$ 12,306,761
2028	\$ 19,394,000	0.7748	0.7107	\$ 10,680,573
2033	\$ 19,394,000	0.6725	0.7107	\$ 9,269,265
2043	\$ 19,394,000	0.5065	0.7107	\$ 6,981,469
2048	\$ 19,394,000	0.4396	0.7107	\$ 6,058,953
2053	\$ 19,394,000	0.3815	0.7107	\$ 5,258,336
			TOTAL PV	\$ 59,315,454

Total present value was calculated to be \$59,315,454 in FY2006 dollars at the current discount rate, which amounts to an average annual cost of \$2,549,313 (See **Table 9-3** for calculation). Comparing these costs to the \$10,084,300 in primary average annual CSRM benefits yields a RBRCR of 3.96 to 1. See **Table 9-3** for RBRCR calculations.

Table 9-3: Nassau County SPP RBRCR

	Current Rate FY19
Rate:	2.875%
Total Cost Present Value:	\$ 59,315,454
CRF $i=2.875\%$ $n=39$	0.0430
AAEQ Cost	\$2,549,313
AAEQ Benefits (Primary)	\$10,084,300
AAEQ Net-Benefits	\$7,534,987
Total BCR	3.96

10 COST ALLOCATION AND COST SHARING

The current project cost share for periodic nourishment is 79.1% federal and 20.9% non-federal. There is no change to this cost allocation for periodic nourishments associated with the design refinements recommended by this EDR.

For implementation of the dune design refinements recommended by this EDR, the existing PCA will need to be amended to reference this EDR. The cost share for the one time dune design refinements recommended by this EDR will be 100% Federal costs in accordance with implementation guidance for supplemental projects. This will be documented in the amended PCA.

11 ENVIRONMENTAL DOCUMENTATION AND COORDINATION

National Environmental Policy Act coordination (including Section 106 National Historic Preservation Act) for the addition of dune design refinements to the Nassau County, Florida SPP, in support of PARA principles for resilience, was initiated on 3 December 2018 in the form of a scoping letter emailed to property owners, federal agencies, state agencies and tribes. The Dune Design Evaluation Draft Supplemental Environmental Assessment (EA) covering the recommended project modifications described in this EDR has been distributed to the appropriate federal, state, and local agencies, tribes, and businesses, organizations and individuals for their review and comment.

The draft SEA 30 day public comment period was complete on September 9, 2019. Additionally, all comments received were addressed. Two (2) comments were received from Nassau County. NMFS has no comments or recommendations per correspondence received September 9, 2019. USFWS has provided concurrence for these projects by correspondence dated October 22, 2019. SHPO consultation was complete on June 14, 2019. The State of Florida provided a determination on October 11, 2019 that this project is consistent with the Florida Coastal Management Program (FCMP). Additionally the FONSI was signed and dated on October 23, 2019.

12 REAL ESTATE

This section describes the project sponsor's certification of lands for the existing project.

The lands required for the project modifications described in this EDR include both public and private lands. The City of Fernandina Beach has certified public lands and obtained easements on private lands for the portion of the property described as landward of the Erosion Control Line and seaward of any rock revetment, dune, or the seaward most occurrence of the 12 foot NGVD-1929 (10.86 ft NAVD88) contour on the property, whichever is more landward. As part of the Joint Coastal Permit (JCP) 0264288-004-JC, the State of Florida has provided a consent of use over sovereign submerged lands within the project footprint.

Private easements for the Project includes the portion of the property described as landward of the Erosion Control Line and seaward of any rock revetment, dune, or the seaward most occurrence of the 12 foot NGVD-1929 (10.86 ft NAVD88) contour on the property, whichever is more landward.

The easements from private owners grant the City of Fernandina Beach the following real property interests:

... to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace, a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berm; to nourish and renourish periodically; to move, to temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction periodic renourishment and maintenance of the Nassau County Shore Protection Project (the Project), together with the right of public use only on the easement area; to facilitate preservation of the beach, dunes and vegetation; to trim, cut, fill and remove from the easement area all tree underbrush debris and obstructions within the limits of the easement area.

Reserving, however, the Grantor, and the heirs, successors and assigns of Grantor, the right to construct and maintain dune vegetation and beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior to approval of the plans and specification for such structures is obtained from the designated representative of the Grantee and provided further that the structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the Grantor, and the heirs, successors and assigns of Grantor all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, and pipelines.

The private easements do not include the optional dune specific language found in the HQ approved perpetual beach storm damage reduction easement. SAJ Real Estate is of the opinion that amendments to the existing easements or new easements must be obtained to include the dune specific language. SAJ Real Estate further concludes that obtaining new or amended easements will constitute "acquisition of

additional real property interests from private owners” such that, per SAD’s 30 January 2019 Memorandum, the proposed changes generally can’t be pursued in an EDR. However, an EDR is a legally-sufficient way to document minor changes in a project’s design and costs as compared to the authorizing reports, see ER 1110-2-1150 at 8.3; see also ER 1105-2-100 at 4-2, regardless of whether new or additional easements are required. As described in this EDR, the refinements would all occur either on public lands or within the project’s existing real property footprint on private property and would result in no more than minor changes in design and costs. SAJ Real Estate considers the amendment of easements to include the optional dune language found in the HQ approved standard estate to be a minor change to the terms of the easement. However, while there is low likelihood that the amended easements would significantly impact easement values, this can only be confirmed by obtaining parcel appraisals. Regardless of the impacts to value of the easements, the non-Federal sponsor is not likely to be eligible for credit associated with the easement value due to offsetting positive effects/special benefits to the private property as a result of the federal project. See Uniform Appraisal Standards for Federal Land Acquisition (2016) at 1.2.7.3.6 and 1.7.1.3. The non-Federal Sponsor would, however, be eligible to receive credit for associated administrative costs of acquiring the amended easements.

13 APPROVAL

The proposed design refinements involve a change in scope that can be approved within the District Commander's delegated approval authority. The district has considered the guidance provided in the CESAD-PD Memorandum dated 30 January 2019.

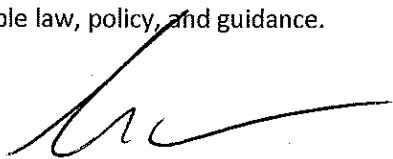
The nature of the primary problem addressed by the proposed design refinements is beach erosion, which is the same problem addressed by the existing project. The authorized design template of the existing project is unchanged. The design changes are considered to be minor as they do not increase the total volume of sand to be placed over the period of Federal participation or Total Project Cost. The one time dune design refinements recommended by this EDR will be implemented with funding provided under the Bipartisan Budget Act of 2018 (BBA-18) which are not applied towards the project Section 902 limit. Following the one time construction of these pedestrian and vehicle access modifications an updated Operations and Maintenance (O&M) Manual will be provided to the local sponsor for maintenance of these modifications. There are minimal additional environmental impacts associated with the proposed design refinements. The proposed design refinements do not require an increase in cost that is greater than increases in price level changes and do not require subsequent legislation.

The existing easements granted from private owners for implementation of the Federal project do not include the optional dune specific language found in the HQ approved perpetual beach storm damage reduction easement. SAJ Real Estate is of the opinion that amendments to the existing easements or new easements must be obtained from private owners that include the dune specific language. As described in this EDR, the refinements would all occur either on public lands or within the project's existing real property footprint on private property and would result in no more than minor changes in design and costs. SAJ Real Estate considers the amendment of easements to include the optional dune language found in the HQ approved standard estate to be a minor change to the terms of the easement. However, while there is low likelihood that the amended easements would significantly impact easement values, this can only be confirmed by obtaining parcel appraisals. SAJ has considered all available information and believes the described changes can be pursued in an EDR in accordance with ER 1110-2-1150.

The Jacksonville District has completed the required technical reviews for the Nassau County, Florida Shore Protection Project. All concerns resulting from the technical reviews have been resolved and comments are incorporated. The recommendations are made in accordance with guidance contained in ECB 2018-2, for applying the USACE principles of resilience – Prepare, Absorb, Recover and Adapt — in support of risk-informed decision making and the Director of Civil Works Memorandums dated 21 June 2017 and 3 May 2018, to operationalize risk-informed decision making in order to make the full project lifecycle processes more efficient and effective.

I certify this EDR documents the design changes for Nassau County, Florida Shore Protection Project to be correct and accurate, and I determine that the design refinements are consistent with the Nassau County, Florida Shore Protection Project authorizations, applicable law, policy, and guidance.

26 NOV 2019


Andrew D. Kelly, Jr.
Colonel, U.S. Army
Jacksonville District Commander

14 REFERENCES

- CESAD-PD Memorandum, 30 January 2019, Subject: Endorsement of Proposed Strategies for Incorporating Resiliency Features in Existing Federal CSRM Projects within SAD.
- CESAD-PD Memorandum, 25 October 2018, Subject: Endorsement of Proposed Strategies for Adding/Modifying Sand Dunes and for Development of a “Coastal Consequences Factory” to Support Modeling of Coastal Storm Risk Management (CSRM) Projects.
- CESAJ-PD Memorandum, 29 August 2018, Subject: Proposed Strategy to Include or Modify Sand Dunes in Existing Federal CSRM Projects within SAD.
- Director’s Policy Memorandum Civil Works Programs (DPM CW) 2018-05, Improving Efficiency and Effectiveness in USACE Civil Works Project Delivery (Planning Phase and Planning Activities), 03 May 2018
- Memorandum of the Director of Civil Works, Further Advancing Project Delivery Efficiency and Effectiveness of USACE Civil Works, 21 June 2017
- U.S. Army Corps of Engineers 1979. *Feasibility Report for Beach Erosion Control, St. Johns County, Florida*. Jacksonville District, Jacksonville, FL.
- U.S. Army Corps of Engineers 1985. *Feasibility Report and EIS, Beach Erosion Control for Nassau County, Florida (Amelia Island)*. Jacksonville District, Jacksonville, FL.
- U.S. Army Corps of Engineers 2006. *Coastal Engineering Manual – EM1110-2-1100*. U.S. Army Corps of Engineers, Washington, DC.
- U.S. Army Corps of Engineers 2006. *Nassau County, Florida Shore Protection Project General Reevaluation Report with Final Environmental Assessment*. Jacksonville District, Jacksonville, FL.
- U.S. Army Corps of Engineers 2013. *Hurricane Sandy Coastal Projects Performance Evaluation Study Disaster Relief Appropriations Act*. Submitted by the Assistant Secretary of the Army for Civil Works, November 6, 2013.
- U.S. Army Corps of Engineers 2018. *Natural and Constructed Coastal Foredunes Fact Sheet*. USACE Engineer Research and Development Center (ERDC) Coastal Hydraulics Laboratory (CHL), Duck, NC.
- U.S. Army Corps of Engineers 2018. *Sea Level Tracker Tool*. USACE Climate Preparedness and Resilience Community of Practice, Washington, DC. Accessed March 2019. Retrieved from: https://climate.sec.usace.army.mil/slr_app/.
- Wootton, L., Miller, J., Miller, C., Peek, M., Williams, A., and Rowe, P. 2016. *New Jersey Sea Grant Consortium Dune Manual*. Accessed April 2019. Retrieved from njseagrant.org/dunemanual.



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

March 11, 2019

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

RE: Dune Walkways & Crossovers
Various Locations
North & South Fletcher Avenue
Fernandina Beach, Florida

Mr. Martin:

Attached is the preliminary assessment report for the beach access walkways owned by the City of Fernandina Beach and noted in Appendix A of the attached report. The report should help to clarify and assess the required walkway repairs and/or replacement to ensure public safety.

Thank you for the opportunity to serve you. If you have any questions, please feel free to contact us at 904-261-8819.

Respectfully Submitted,

Asa R. Gillette, P.E.
Principal
Gillette and Associates, Inc.

cc: file



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

PRELIMINARY REVIEW ONLY – DO NOT ISSUE

Prepared for: City of Fernandina Beach, Florida
Mr. Dale Martin, City Manager
204 Ash Street
Fernandina Beach, Florida

Situation: Beach Access Walkways
Preliminary Assessment
City of Fernandina Beach, Florida

Jobsite: Beach Access Walkways
North and South Fletcher Avenue
Fernandina Beach, FL 32034

Date: March 8, 2019

Prepared by Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
Phone: 904-261-8819
Certificate of Authorization No. 9332

Asa R. Gillette, P.E.
FL P.E. No. 56177

1.0 OVERVIEW & PROJECT DESCRIPTION

The scope of the project was initially to be limited to identification of the walkways which pose the most threat to public safety and should be closed. However, some degree of examination of all walkways is required to determine those items of immediate attention and determine detriment to public welfare.

Appendix A contains an overall summary table and relative ranking of each deck based on visual observation and inspection. Of these beach accesses listed in Appendix A, fourteen (14) do not contain elevated walkways and are not applicable to the scope of this report. Therefore, this report will be applicable to the remaining twenty-seven (27) elevated walkway systems.

2.0 INTERPRETATION AND VISUAL EVALUATION

2.1 Inspection of Walkways

Each walkway was visually inspected and measured as shown in Appendix A. Inspections would be considered subjective in nature and are based on professional experience, utilizing the following codes and literature:

- Florida Building Code, 6th Edition (2017), Existing Structures (FBC 2017)
- Florida Building Code, 6th Edition (2017), Building (FBC 2017)
- American Institute of Timber Construction, 4th Edition (AITC)
- American Institute of Steel Construction, 9th Edition (AISC)

Visual inspection of the walkway decking, railing, joists, girders, pilings and connectors (i.e. bolts, nuts, washers, clips, screws, nails, etc.). No destructive or outside testing was performed. We also measured handrail height, net width and guardrail to verify compatibility with the FBC 2017 provided any structural repair thresholds are exceeded per the FBC 2017 (this may be applicable to future analysis).

The boardwalks have been constructed at different times in the past, but they resemble similar design techniques consisting of round pilings driven into the dune system which supports the deck and railing systems. Some variation of this utilizing square posts can be seen on a few walkways. Most consist of cross-bracing of pilings where heights exceed about four to five feet, with some warrant cross-bracing that is not currently present.

2.2 Inspection Observations

Appendix A contains the following tables showing different parameters resulting from the inspections as described above.

- Table 1 – Overall Summary of Beach Boardwalks
- Table 2 – Beach Boardwalks in Need of Immediate Repair & Replacement

Summary of overall ratings are defined as follows:

- 1 – very good to excellent condition; resembling new or recent construction
- 2 – good to above average condition; no structural deficiencies
- 3 – fair to average condition with repairs warranted; no significant structural deficiencies
- 4 – below average to poor condition with repairs required as soon as possible; structural deficiencies present; consideration given to close to the public
- 5 – very poor condition with significant structural deficiencies; consideration given to close to the public

All walkways inspected have some form of dune intrusion, some worse than others. Where the dune system had completely overtaken the walkway or support systems, no visual observation could be made of the connectors. It is safe to assume that walkway material and connectors for these areas would be compromised from the intended design.

Those walkway systems ranked as a four (4) or higher suffer from connector degradation due to corrosion along with repairs required for the deck and/or railing system. Most have experienced significant nut, washer and bolt head corrosion, to the point where some connections have completely corroded apart. Under required live and dead loading, these deficient connectors and wood carrying members would qualify as suffering substantial structural damage as defined in Chapter 2 of the Florida Building Code 2017, Existing Building and would be subject to the requirements of Chapter 4, Section 404 of the same volume.

Those walkway systems ranked as one (1) through three (3) would be considered acceptable for use by the general public. It should be noted that this ranking does not exempt replacement or upgrade of certain items as required by general maintenance. Individual analysis of each walkway system would be required to determine all required maintenance and compliance items.

3.0 CONCLUSIONS AND RECOMMENDATIONS

3.1 Conclusions

Twenty-seven (27) elevated boardwalks were reviewed for structural stability and public safety and given a ranking from one (1) to five (5) to determine which boardwalks contain significant enough deficiencies to be closed to the public. Twelve (12) walkways have rankings of four (4) or five (5) and contain enough deficiencies that they warrant being closed to the general public until repairs or replacement are performed. The access numbers recommended for closure are: 6N, 4N, 10, 27, 28, 29, 30, 35S, 36, 38, 39 and 40.

Walkways with a ranking of four (4) contain enough deficiencies to warrant closure but could be repaired or have sections replaced. Walkways with a ranking of five (5) have too many deficiencies to warrant repair and should be replaced. It should be noted that all but five of the walkways are at the end of the life expectancy of the wood itself. Pressure treated wood in this environment would have a life expectancy of about 25 years and would require periodic maintenance. Based on conversation with City staff, most of these boardwalks were installed in the late 1980's and early 1990's. Therefore, it is reasonable to assume most of the boardwalks are due to be replaced.

3.2 Recommendations

The above mentioned twelve (12) beach access boardwalks are recommended to be closed based on structural deficiencies in connection hardware and deck supports. These boardwalks contain areas of deficiency that would be above the thresholds stated in the FBC, 2017. We recommend the City begin to plan for replacement and/or repairs for the twelve boardwalks listed above. Maintenance of the other boardwalks should be considered to avoid further degradation.

ATTACHMENT A

Table 1 – Overall Summary of Beach Boardwalks

Table 2 – Beach Boardwalks in Need of Immediate Repair & Replacement

Table 1 - Overall Boardwalk Summary

C.O.F.B. - Beach Access Review - Summary Table
 Gillette and Associates, Inc.
 3/11/2019

access i.d.	street	"cattle trail"?	length (ft)	shelters or deck	stairs	ADA compliant	handrail height (in)	walkway clear width (in)	percentage encumbered by dune	O/A appearance	O/A Rank (1 - 5)
16N	Ferriera	N	50	0	Y	N	41	45.5	20%	fair	3
12N	North Beach Park	N	330	2	N	Y	41.5	57.5	5%	fair	3
9N	west 6th	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	fair	N/A
6N	west 3rd	N	15	0	Y	N	33	58	80%	poor	4
4N	west 1st	N	30	0	Y	N	35.5	57.5	50%	poor	4
main beach	Dolphin	N	515	3	Y	Y	42	93	10%	good	2
1	Nassau	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Amelia	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	alabama	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	New York	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	Maryland	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	Jasmine	N	20	0	Y	N	35.5	59	75%	fair	3
10	Wisconsin	N	80	0	Y	N	37.5	45.5	20%	poor	4
10S	Kentucky	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	Colorado	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	Jefferson	N	45	0	Y	N	40	55	20%	good	3
14	unknown	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15	Madison	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	Cleveland	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	Roosevelt	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
seaside pk.	Sadler	N	300	6	N	Y	42	59	25%	good	2
21	John Robas	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
21S	B	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
22	C	N	205	0	N	N	41.5	53	10%	good	2
23	D	N	245	0	Y	N	33.5	65	10%	good	2
24	Askins	N	285	0	Y	N	35	45.5	5%	fair	3
25	Mizel	N	230	0	Y	N	36	54	10%	fair	3
27	Allen	N	235	0	N	N	36	56.5	20%	fair to poor	4
28	North Casino	N	230	0	N	N	36	58	75%	poor	4
29	South Casino	N	240	0	N	N	36	59	50%	fair to poor	4
30	Simmons	N	220	0	Y	N	36	59	25%	fair to poor	4
31	Hutchins	N	210	0	Y	N	37	45	30%	good to fair	3
33	Oklawaha	N	245	0	Y	N	39	45	0%	very good	1
34	Mananzas	N	370	0	Y	N	42	59	50%	good to fair	3
35	Manatee	N	235	0	Y	N	36	60	20%	fair	3
35S	Suwanee	N	260	0	Y	N	40	55	50%	very poor	5
36	Kissimmee	N	250	0	Y	N	40	55	10%	good to fair	4
37	Alachua	N	460	0	N	Y	43	55	10%	fair	3
38	Osceola	N	160	0	Y	N	40	57	20%	very poor	5
39	Ozello	N	255	0	Y	N	40	55	15%	poor	4
40	Pasco	N	200	1	N	N	42	54	0%	poor	4

Rank
 1 very good to excellent condition; resembles new or recent construction
 2 good to above average condition; no structural deficiencies
 3 fair to average condition with repairs warranted; no structural deficiencies
 4 below average to poor condition with repairs required as soon as possible; structural deficiencies present; should be closed to the public
 5 very poor condition with significant structural deficiencies; should be closed to the public

C.O.F.B. - Beach Access Review - Comment Table
Gillette and Associates, Inc.
3/11/2019

access i.d.	street	"cattle trail"?	Rank (1 - 5)	comments
16N	Ferriera	N	3	top of dune at and above landing; stair treads in fair shape; top & midrails in fair condition; east stairs buried in dune
12N	North Beach Park	N	3	picket and rail repair needed; reanchor handrail at east ramp to beach; girders & bracing in good shape; in need of general maintenance
9N	west 6th	Y	N/A	not inspected
6N	west 3rd	N	4	star treads on west side recently replaced; most of crossover covered in dune; railing in bad shape; planking on exist. railing holding back dune
4N	west 1st	N	4	midrail missing or not attached; most of crossover covered in dune; railing in bad shape; planking on exist. railing holding back dune
	Dolphin	N	2	dune has taken over east ends of beach out-ramps and south ramp to sidewalk; northern area is open, existing boardwalk w/existing sun shelter
1	Nassau	Y	N/A	not inspected
2	Amelia	Y	N/A	not inspected
5	alabama	Y	N/A	not inspected
6	New York	Y	N/A	not inspected
8	Maryland	Y	N/A	not inspected
9	Jasmine	N	3	east ramp covered by dune; center landing about 75% covered by dune; railing needs work
10	Wisconsin	N	4	east end of ramp buried in dune; top & mid rails in poor shape & needs replacement; connectors rusted; not in good shape
10S	Kentucky	Y	N/A	not inspected
11	Colorado	Y	N/A	not inspected
13	Jefferson	N	3	top & midrails in good shape; east side of stairs in dune; deck in good shape
14	unknown	Y	N/A	not inspected
15	Madison	Y	N/A	not inspected
16	Cleveland	Y	N/A	not inspected
18	Roosevelt	Y	N/A	not inspected
seaside pk.	Sadler	N	2	wood around shower area warrants repair; dune has taken over beach access ramp and some walkways; minor repairs warranted
21	John Robas	Y	N/A	not inspected
21S	B	Y	N/A	not inspected
22	C	N	2	railing & deck coating still in tact; underside of deck in good shape; dune overtaking east end of deck; good shape
23	D	N	2	railing & decking in good shape; coating in-tact; east end of deck taken over by dune; underside of framing in good shape
24	Askins	N	3	west section w/o guardrail; top & mid rails in decent shape; good dune clearance; settlement on north side of west end of ramp; non-level surfaces
25	Mizel	N	3	top rail avg shape w/some warping; east end covered by dune; connectors fairly corroded; repairs needed
27	Allen	N	4	previous repairs evident; railing and decking in poor shape; connectors severely corroded; lg. amt. of girders splitting; end of life.
28	North Casino	N	4	deck boards in poor condition; dune at or near lg. amt. of boardwalk; girders in poor shape; 4x4 post piles for h/r; 6" dia pile for deck; severe d
29	South Casino	N	4	deck boards in poor condition; top and midrails in fair to poor condition; surf. coating mostly gone; girders in poor shape; connectors highly corroded
30	Simmons	N	4	deck boards and top rails in fair to poor shape; girders in average shape; connectors/hardware corroded; top rail lacks sufficient lateral support
31	Hutchins	N	3	some top rail replaced; deck boards not in good shape; hardware on north side corroded; girder has single carriage bolt w/2 nails
33	Oklawaha	N	1	appears to be new or relatively new; no issues
34	Mantanzas	N	3	deck boards need repair; girder hardware corroded on north side; railing, girders and joists in good shape;
35	Manatee	N	3	railing and deck boards in good shape; girders in decent shape; connectors on north side of walkway severely corroded; 4x4 post-piles for h/r; 6" piles for deck
35S	Suwanee	N	5	dune overtaking east stairs & center of boardwalk; h/r stiffened to hold back dune; railing in bad shape; girders splitting; connectors highly corroded
36	Kissimmee	N	4	some repair evident; railing and deck in fair shape; connectors severely corroded (mostly north side); x-bracing recommended; girders fair to poor shape
37	Alachua	N	3	top and mid rails in good shape; decking, joists and girders in good shape; s.s. hardware good; east-most deck section listing severely;
38	Osceola	N	5	top & midrails in fair shape; hardware & connectors severely corroded on north side and overall in poor shape; girders cracking & splitting; decking in fair shape
39	Ozello	N	4	top& midrail in fair shape; hardware & connectors severely corroded & in poor shape; girders splitting; needs x-bracing; joists in decent shape
40	Pasco	N	4	west section w/o guardrail; top & mid rails in poor shape; decking in poor shape; 4x4 post system; hardware & connectors in fair condition;

Table 2 - Boardwalks in Need of Immediate Repair or Replacement

C.O.F.B. - Beach Access Review - Summary Table
 Gillette and Associates, Inc.
 3/11/2019

access l.d.	street	"cattle trail"?	length (ft)	shelters or deck	stairs	ADA compliant	handrail height (in)	walkway clear width (in)	percentage encumbered by dune	O/A appearance	O/A Rank (1 - 5)
6N	west 3rd	N	15	0	Y	N	33	58	80%	poor	4
4N	west 1st	N	30	0	Y	N	35.5	57.5	50%	poor	4
10	Wisconsin	N	80	0	Y	N	37.5	45.5	20%	poor	4
27	Allen	N	235	0	N	N	36	56.5	20%	fair to poor	4
28	North Casino	N	230	0	N	N	36	58	75%	poor	4
29	South Casino	N	240	0	N	N	36	59	50%	fair to poor	4
30	Simmons	N	220	0	Y	N	36	59	25%	fair to poor	4
35S	Suwanee	N	260	0	Y	N	40	55	50%	very poor	5
36	Kissimmee	N	250	0	Y	N	40	55	10%	good to fair	4
38	Osceola	N	160	0	Y	N	40	57	20%	very poor	5
39	Ozello	N	255	0	Y	N	40	55	15%	poor	4
40	Pasco	N	200	1	N	N	42	54	0%	poor	4

Rank

- 1 very good to excellent condition; resembles new or recent construction
- 2 good to above average condition; no structural deficiencies
- 3 fair to average condition with repairs warranted; no structural deficiencies
- 4 below average to poor condition with repairs required as soon as possible; structural deficiencies present; should be closed to the public
- 5 very poor condition with significant structural deficiencies; should be closed to the public

access l.d.	street	"cattle trail"?	Rank (1 - 5)	comments
6N	west 3rd	N	4	stair treads on west side recently replaced; most of crossover covered in dune; railing in bad shape; planking on exist. railing holding back dune
4N	west 1st	N	4	midrail missing or not attached; most of crossover covered in dune; railing in bad shape; planking on exist. railing holding back dune
10	Wisconsin	N	4	east end of ramp buried in dune; top & mid rails in poor shape & needs replacement; connectors rusted; not in good shape
27	Allen	N	4	previous repairs evident; railing and decking in poor shape; connectors severely corroded; lg. amt. of girders splitting; end of life.
28	North Casino	N	4	deck boards in poor condition; dune at or near lg. amt. of boardwalk; girders in poor shape; 4x4 post piles for h/r; 6" dia pile for deck; severe d
29	South Casino	N	4	deck boards in poor condition; top and midrails in fair to poor condition; surf. coating mostly gone; girders in poor shape; connectors highly corroded
30	Simmons	N	4	deck boards and top rails in fair to poor shape; girders in average shape; connectors/hardware corroded; top rail lacks sufficient lateral support
35S	Suwanee	N	5	dune overtaking east stairs & center of boardwalk; h/r stiffened to hold back dune; railing in bad shape; girders splitting; connectors highly corroded
36	Kissimmee	N	4	some repair evident; railing and deck in fair shape; connectors severely corroded (mostly north side); x-bracing recommended; girders fair to poor shape
38	Osceola	N	5	top & midrails in fair shape; hardware & connectors severely corroded on north side and overall in poor shape; girders cracking & splitting; decking in fair shape
39	Ozello	N	4	top & midrail in fair shape; hardware & connectors severely corroded & in poor shape; girders splitting; needs x-bracing; joists in decent shape
40	Pasco	N	4	west section w/o guardrail; top & mid rails in poor shape; decking in poor shape; 4x4 post system; hardware & connectors in fair condition;

AUGUST 2019

DRAFT SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT

**DUNES AND OTHER RESILIENCY DESIGN
REFINEMENTS**

SHORE PROTECTION PROJECTS

**NASSAU, DUVAL, ST. JOHNS, AND
BREVARD COUNTIES, FLORIDA**



U.S. Army Corps
of Engineers
**JACKSONVILLE
DISTRICT**



**US Army Corps of Engineers
JACKSONVILLE DISTRICT**

PROPOSED FINDING OF NO SIGNIFICANT IMPACT

RESILIENCY DESIGN REFINEMENTS SHORE PROTECTION PROJECTS

NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

The U.S. Army Corps of Engineers, Jacksonville District (Corps), has prepared a Supplemental Environmental Assessment (SEA) in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, and its implementing regulations to evaluate design changes to incorporate resiliency features, such as sand dunes, into existing Federal Shore Protection Projects (SPP) located in Nassau, Duval, St. Johns, and Brevard counties, Florida. Brevard County is inclusive of two projects, North Reach segment and South Reach segment. In addition to a “no action” alternative, the SEA evaluated various alternative design refinements to increase project robustness, resiliency, and/or reliability. The Preferred Alternatives recommend minor design changes within existing project authority, as follows:

- 1) Dune Construction with Vegetation (Nassau, Duval, St. Johns, Brevard)**
- 2) Pedestrian Access Modifications with Sand Fencing (Nassau, Duval, St. Johns)**
- 3) Vehicle Access Modifications (Nassau, Duval, St. Johns, Brevard)**

As described herein, the design changes each have independent utility and can be implemented separately, if needed.

I have reviewed the SEA, incorporated herein by reference. Reasons for these conclusions are in summary:

- a. The Preferred Alternatives shall be in compliance with Section 7 of the Endangered Species Act of 1973, as amended. The Corps has determined that the Preferred Alternatives may affect endangered or threatened nesting sea turtles and has initiated formal consultation with the U.S. Fish and Wildlife Service (USFWS). The Corps also determined that the Preferred Alternatives may affect, but are not likely to adversely affect the threatened piping plover, threatened red knot, and the endangered Anastasia Island beach mouse. The Corps has requested the USFWS' concurrence with this

determination. The Corps determined that the Preferred Alternatives would have no effect on gopher tortoise, which is a candidate for possible future Federal listing. Coordination with the USFWS regarding these species is ongoing.

- b. The Preferred Alternatives are being coordinated with the State of Florida, and all applicable water quality standards will be met. A water quality certification pursuant to section 401 of the Clean Water Act (CWA) of 1972, as amended, will be obtained from the Florida Department of Environmental Protection (FDEP) prior to construction. Pursuant to the CWA of 1972, as amended, the discharge of dredged or fill material associated with the Preferred Alternatives is compliant with the section 404(b)(1) Guidelines (40 CFR 230). In addition, a determination of consistency with the Florida Coastal Zone Management program pursuant to the Coastal Zone Management Act of 1972 will be obtained from FDEP prior to construction.
- c. Consultation regarding the Preferred Alternatives is complete with the Florida State Historic Preservation Officer and the appropriate federally recognized Tribes. Pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended, the Corps determined that the Preferred Alternatives would have no effect on historic properties. SHPO concurrence of no adverse effects to historic properties was provided in a letter dated June 14, 2019.
- d. There are no effects to Essential Fish Habitat. However, the Preferred Alternatives are being coordinated with the National Marine Fisheries Service in accordance with the Magnuson-Stevens Fishery Conservation and Management Act.
- e. The Preferred Alternatives have been evaluated pursuant to the Migratory Bird Treaty Act. The Jacksonville District's Migratory Bird Protection procedures will be implemented.
- f. Benefits to the public will include dunes and design refinements that contribute to and supplement the erosion damage reduction provided by the existing project berm.

In view of the above and the attached SEA, and after consideration of public and agency comments received, I conclude that the Preferred Alternatives would not result in a significant effect on the quality of the human environment and is not contrary to the public interest, therefore preparation of an Environmental Impact Statement is not required.

Andrew D. Kelly, Jr.
Colonel, U.S. Army
District Commander

Date

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DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
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1 PROJECT PURPOSE AND NEED.

1.1 Introduction.

The U.S. Army Corps of Engineers, Jacksonville District (Corps), is considering design changes to increase the robustness, resiliency, and/or reliability of existing Federal Shore Protection Projects (SPP) in Nassau, Duval, St. Johns, and Brevard counties, Florida. Detailed descriptions of these projects can be found within the National Environmental Policy Act (NEPA) reports listed in **Table 1** and are incorporated herein by reference.

The Corps, in partnership with local sponsors, has been implementing beach nourishment projects in Florida since 1969. The designs for most of these projects were developed in the 1960s through the 1980s. These projects were designed to control beach erosion and prevent the landward retreat of the shoreline that would cause property and infrastructure damage. The general understanding at the time was that the best way to address the problem of landward erosion was to build a wider beach berm. Dunes were often investigated as an alternative in the plan formulation process for these projects, but typically were eliminated from further consideration. This is because dunes were thought only to protect against storm surge flooding and vertical erosion which were not considered to be significant problems along the coast in the project areas. Beach recreation was also an important consideration in the development of these projects. The general understanding at the time was that wider beach berms would increase recreational opportunities while dunes would take up beach space that could otherwise provide recreational value.

This SEA considers a range of alternative design modifications that could increase project resiliency, including dune construction with vegetation, vegetation only, sand fencing, pedestrian access modifications, vehicle access modifications, and outfall pipe modifications. To assist in this analysis, the Corps evaluated the performance of existing dunes, including reducing erosion and inundation damages, elongating nourishment intervals, decreasing nourishment volumes, and incidental environmental benefits. A generalized dune template was developed for comparison to the existing beach template; the dune template could include elongation of existing dunes, closing existing gaps in the dune line, realigning the current dune line or creating dunes in areas where they do not currently exist. As noted above, the Corps also analyzed vegetation only and sand fencing design alternatives, which can further enhance dune stability and beach accretion rates.

The state of the science of coastal engineering has evolved to recognize that dunes are integral components of a beach system and play a critical role in landward erosion. Observations of how beaches with dunes have performed during recent storm events as well as research conducted by the Corps Engineer Research and Development Center (ERDC) and others have led to an improved understanding of how the dune and beach function as one interconnected system and the role that dunes play in storm response

and overall beach morphology. It is now understood that dunes not only address storm surge flooding issues, but they contribute to erosion control above and beyond the erosion control provided by a beach berm alone. It is also now understood that vegetated dunes with established root systems better withstand erosion than dunes consisting of sand alone. When the beach is actively eroded during storms, sand removed from the dunes is deposited onto the beach, serving as an immediate natural sand source. They also serve as the ultimate line of defense against storm surge inundation by acting as a natural buffer to protect inland infrastructure. In addition to being integral to a beach's storm damage reduction function, dunes provide important habitat for many plants and animals. The below excerpt from New Jersey Sea Grant Consortium Dune Manual describes how dunes and beaches evolve in response to small and large magnitude storms.

“Coastal sand dunes act as reservoirs of sand that help the beach maintain its equilibrium and preserve the ability of the beach to respond naturally to storm events. Beaches evolve during a storm by taking on a more dissipative state that causes waves to break farther offshore, reducing the wave energy near the shoreline. During this transition, the beach slope is reduced and one or more sand bars may form. The bars are formed as sand is transported offshore during the peak of the storm and is deposited near the region of most intense wave breaking. During smaller storms, the waves don't reach the base of the dune, and the erosion is limited to the beach face (berm) itself. The dunes only become active during moderate to large storms when the dissipation created by the bars is insufficient to prevent the waves from attacking the base of the dune. As a dune erodes, it releases a portion of its built-up reservoir of sand into the littoral system, where it contributes to bar formation and the development of a more dissipative profile, ultimately reducing damage to inland infrastructure. Larger dunes can withstand more wave activity and therefore provide more protection to areas behind them. In the simplest terms, the sand stored in a dune buys time and provides protection from severe storms.” – (Wooton, et al 2016 New Jersey Sea Grant Consortium Dune Manual)

Duval and Brevard Counties SPPs include borrow areas located in the Outer Continental Shelf (OCS) which fall under the jurisdiction of the Bureau of Ocean Energy Management (BOEM). Beach-quality sand from these borrow areas may be used in the future to construct dunes. BOEM is authorized under Public Law 103-426 [43 United States Code (U.S.C.) 1337(k)(2)] to negotiate on a non-competitive basis the rights to OCS sand resources for SPPs. BOEM's proposed action is to issue a negotiated agreement authorizing use of sand resources at the request of the local sponsors and the Corps to support the construction. The placement of material to add or modify sand dunes is an associated authorization of the sand extracted from the OCS; therefore, BOEM is serving as a cooperating agency in the preparation of this SEA, specifically as it relates to sand from Duval and Brevard Counties borrow areas.

Table 1. Federal studies relevant to this project.

Project Name	Federal Projects
Nassau County	1999 (Revised 2004 and Revised 2006) Nassau County Florida Shore Protection Project General Reevaluation Report with Final Environmental Assessment
Duval County	1974 Beach Erosion Control Project Duval County, Florida Environmental Statement 1990 Duval County, Florida, from St. Johns River to the Duval-St. Johns County Line, Shore Protection Project, 934 Study and Reevaluation Report with Environmental Assessment 1993 Duval County Shore Protection Project Third Renourishment for Reaches 2-3-4 Duval County Florida 2005 Environmental Assessment, Duval County Beach Erosion Control Project New Borrow Area and Finding of No Significant Impact 2015 Final Supplemental Environmental Assessment, New Borrow Area – Duval County Shore Protection Project, Duval County, Florida
St. Johns County	1998 St. Johns County Florida Shore Protection Project General Reevaluation Report with Environmental Assessment
Brevard County (North Reach and South Reach)	1996 Brevard County, Florida Shore Protection Project Review Study, Feasibility Report with Final Environmental Impact Statement modified by the 1999 Limited Reevaluation Report

1.2 Project Authority.

The Corps proposes to evaluate potential design changes to increase the robustness, resiliency, and/or reliability of the following authorized shore protection projects: Nassau County, Florida Shore Protection Project; Duval County, Florida Shore Protection Project; St. Johns County, Florida Shore Protection Project, and Brevard County, Florida Shore Protection Project. For the Brevard County Project, two separable elements of shore protection were evaluated: the North Reach and the South Reach. The existing authorities for these projects include initial construction and continuing Federal participation in periodic nourishment (**Table 2**). Renourishment is periodically completed to replenish eroded material. Because Federal participation is ongoing, these SPPs remain in continuing construction. In accordance with Engineer Regulation 1105-2-100, Planning Guidance Notebook, at 3-20 (April 22, 2000), “in accordance with Public Law 826 of 1956 (Beach Nourishment), when the Chief of Engineers determines that the most suitable and economical remedial measures would be provided by a periodic nourishment project, the Chief may consider the periodic nourishment as continuing construction for the length of time that the Chief specifies. Classifying the periodic nourishment as continuing construction establishes the Federal interest in cost sharing renourishments, usually for the economic life of the project.” Considering renourishment of SPPs to be part of continuing construction is consistent with recent Corps guidance on implementing the supplemental appropriations: “A shore protection

project that has received funding for initial construction, or for a cycle of periodic renourishment, in one of these fiscal years, is eligible for funding to complete that initial construction, or that particular cycle of periodic renourishment, respectively, as an ‘ongoing construction project.’” See Policy Guidance on Implementation of Supplemental Appropriations in the Bipartisan Budget Act of 2018 at pages 6-7, 9 August 2018.

Table 2. Summaries of prior Federal authorized studies relevant to this project.

Project Name	Project Segment	Authority	Agreement(s) Governing Continuing Construction (Periodic Nourishment)	Authorized Reports	Federal Participation Period
Nassau County, Florida Shore Protection Project		Section 3(a)(3) of WRDA 1988 (P.L. 100-676), as modified by Section 314 of WRDA 1999 (P.L. 106-53)	Project Cooperation Agreement Between the Department of the Army and the City of Fernandina Beach for Construction of the Nassau County, Florida Shore Protection Project dated 28 September 2007	Chief of Engineer’s Report dated 19 May 1986 Nassau County Florida Shore Protection Project General Reevaluation Report with Final Environmental Assessment dated April 1999 (Revised September 2004 and April 2006), and approved by the Commander, South Atlantic Division on 6 December 2006	Initiation of construction in 2008. Federal participation through 2058 per Section 314 of WRDA 1999 (P.L. 106-53).

DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

Project Name	Project Segment	Authority	Agreement(s) Governing Continuing Construction (Periodic Nourishment)	Authorized Reports	Federal Participation Period
Duval County, Florida Shore Protection Project		Section 301 of the River and Harbor Act of 1965 (P.L. 89-298)	Project Cooperation Agreement Between the Department of the Army and the City of Jacksonville for Extension of Federal Participation in Construction of the Duval County, Florida Shore Protection Project dated 7 July 1994	Chief of Engineer's Report dated 2 June 1965 Duval County, Florida, from St. Johns River to the Duval-St. Johns County Line, Shore Protection Project, Section 934 study and Reevaluation Report with Environmental Assessment dated October 1990 (Section 934 Study), and approved by the Assistant Secretary of the Army (Civil Works) on 3 February 1992	Initiation of construction in 1978. Federal participation through 2028 per Section 934 of WRDA 1986 (P.L. 99-662) and the ASA (CW)'s 1992 approval memorandum.

DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

Project Name	Project Segment	Authority	Agreement(s) Governing Continuing Construction (Periodic Nourishment)	Authorized Reports	Federal Participation Period
St. Johns County, Florida Shore Protection Project	St. Augustine Beach	Section 501(a) of the WRDA 1986 (P.L. 99-662), as modified by Section 316 of WRDA 1999 (P.L. 106-53)	Project Cooperation Agreement Between the Department of the Army and St. Johns County, Florida for Construction of the St. Johns County, Florida Shore Protection Project dated 24 August 2000	Chief of Engineer's Report dated 26 February 1980 St. Johns County, Florida Shore Protection Project General Reevaluation Report with Environmental Assessment, dated March 1998 and approved by the Assistant Secretary of the Army (Civil Works) on 15 December 1998	Initiation of construction in 2001. Federal participation through 2051 per Section 316 of WRDA 1999 (P.L. 106-53).

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SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

Project Name	Project Segment	Authority	Agreement(s) Governing Continuing Construction (Periodic Nourishment)	Authorized Reports	Federal Participation Period
Brevard County, Florida Shore Protection Project	North Reach and South Reach	Section 101(b)(7) of WRDA 1996 (P.L. 104-303), as modified by Section 310 of WRDA 1999 (P.L. 106-53)	Project Cooperation Agreement Between the Department of the Army and Brevard County, Florida for Construction of the Brevard County, Florida Shore Protection Project dated 20 April 2000 Amendment No. 1 to the Project Cooperation Agreement Between the Department of the Army and Brevard County, Florida for Construction of the Brevard County, Florida Shore Protection Project dated 8 August 2013 Amendment No. 2 to the Project Cooperation Agreement Between the Department of the Army and Brevard County, Florida for Construction of the Brevard County, Florida Shore Protection Project dated 31 August 2016	Chief of Engineer's Report dated 23 December 1996 Brevard County, Florida Shore Protection Project Review Study, Feasibility Report with Final Environmental Impact Statement, dated September 1996 and approved by the Chief of Engineers on 23 December 1996 as modified by the Limited Reevaluation Report dated October 1999 and approved by the Chief, Planning and Environmental Division, Directorate of Engineering and Technical Services, South Atlantic Division on 26 January 2000	Initiation of construction in 2002. Federal participation through 2052 per Section 101(b)(7) of WRDA 1996 (P.L. 104-303).

1.3 Project Location.

Figure 1 shows the locations of the five existing Federal SPPs in Nassau, Duval, St. Johns, and Brevard counties, Florida, where the addition or modification of sand dunes may occur.

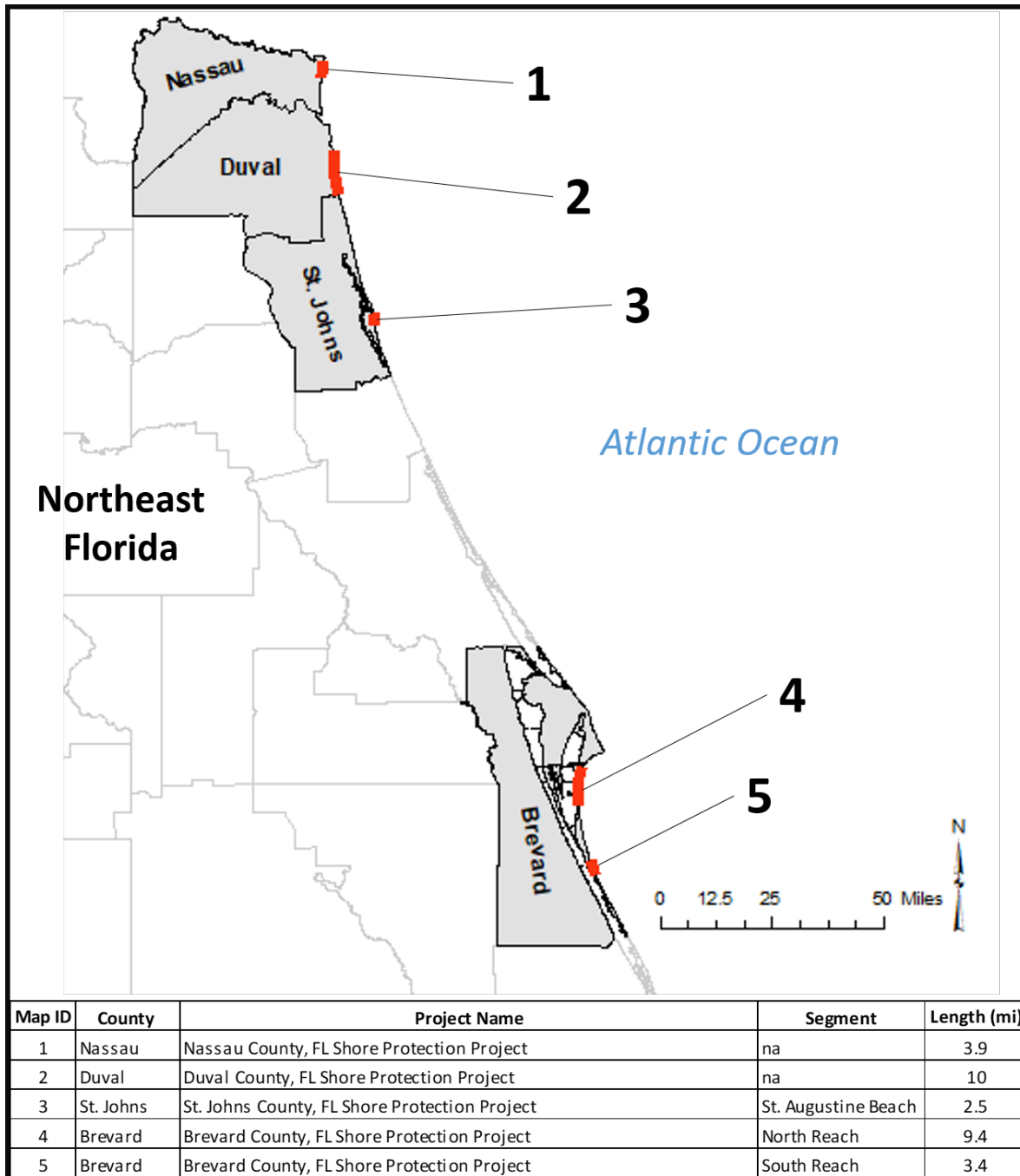


Figure 1. Location Map for SPPs in Nassau, Duval, St. Johns, and Brevard Counties.

1.4 Project Need or Opportunity.

The project need or opportunity is to increase project robustness, resiliency, and reliability through minor design refinements. Engineering and Construction Bulletin 2018-2, Implementation of Resilience Principles in the Engineering & Construction Community of Practice, January 25, 2018, provides the policy and guidance for applying the Corps principles of resilience – Prepare, Absorb, Recover and Adapt – to engineering and construction efforts.

It is now recognized that dunes are integral components of a beach system and play a critical role in reducing damages to the project and infrastructure. Based on the definition of resilience and PARA principles described in ECB 2018-2, it is possible to apply design refinements to incorporate dunes for increased resilience to authorized beach nourishment projects.

1.5 Agency goal or Objective.

Each SPP shall be evaluated to determine additional details associated with each design modification alternative, including an estimate of the volume of sand needed to incorporate the design change and the associated costs. The proposed design changes are expected to be only minor and technical in nature, with no addition or change to project purpose.

1.6 Related Documents.

This supplemental EA supplements the NEPA documents referenced in **Table 1**. Please use the following link to access the current environmental documentation for the Federal projects:

<https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/>

1.7 Decisions to be Made

The decision to be made upon completion of this SEA is whether the proposed resiliency design refinements within the referenced projects would result in significant environmental effects on the quality of the human environment. The need for mitigation measures or best management practices (BMPs) to reduce any potentially adverse effects, particularly in regard to associated activities, is also a decision to be made. If no significant impacts are identified during the NEPA process for the Preferred Alternatives, the Corps will make the decision to sign a Finding of No Significant Impact (FONSI) and move forward with the Preferred Alternatives. If significant impacts are identified, the Corps will decide to implement mitigation measures to reduce the impacts to a lower-than-significant threshold, proceed with the Notice of Intent (NOI) to prepare an Environmental Impact Statement (EIS), or not implement the Preferred Alternatives.

1.8 Scoping and Issues.

1.8.1 Issues Evaluated.

The following issues were identified to be relevant to the proposed modification and/or addition of resiliency design refinements to the Federal projects: (1) general environmental setting; (2) native beach and offshore sand composition; (3) nesting sea turtles; (4) piping plover; (5) red knot; (6) Anastasia beach mouse (7) gopher tortoise; (8) migratory birds; (9) other wildlife resources; (10) cultural, historic, and archeological resources; (11) water quality; (12) aesthetics; (13) recreation; (14) hazardous, toxic, radioactive waste (HTRW); (15) air quality; (16) noise; (17) energy requirements and conservation; (18) natural or depletable resources; (19) Native Americans; (20) reuse and conservation potential.

Please use the following link to access the current environmental documentation for the Federal projects.

<https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/>

1.8.2 Public Interest Factors.

While the Corps does not process and issue Corps permits for its own activities, pursuant to 33 CFR 336.1, the Corps authorizes its own discharges of dredged or fill material by applying all applicable substantive legal requirements, including public notice, opportunity for public hearing, and application of the section 404(b)(1) guidelines. As part of its review, the Corps evaluates the probable impacts, including cumulative impacts, of the proposed activity and its intended use on the public interest. All factors that may be relevant to the proposed action must be considered, including the cumulative effects thereof. The public interest factors are listed in **Subsection 1.8.1** and evaluated in **Section 4** and **Table 14**. As stated in **Section 1.4**, the project need or opportunity is to increase project robustness, resiliency, and reliability through minor design refinements. Specifically, the refinements described in this document would help control beach erosion and the landward retreat of the shoreline that would cause property and infrastructure damage. A range of alternatives to accomplish this are described in Chapter 2. Effects resulting from the proposed alternatives were evaluated and, where appropriate, environmental protection measures shall be implemented in order to balance the project need with all of the stated public interest factors. For the reasons discussed in **Section 4** and **Table 14**, the Corps concludes that the proposed design refinements are clearly in the public interest.

1.9 Permits, Licenses, and Entitlements.

Information on permits, licenses and entitlements are available in the prior referenced environmental documents that pertain specifically to each of the Federal authorized

projects for Nassau, Duval, St. Johns, and Brevard counties (**Table 2**).

2 ALTERNATIVES.

This section describes the no-action alternative and the various action alternatives. Other reasonable alternatives were evaluated within the aforementioned environmental documents and are incorporated herein by reference. The Preferred Alternatives were selected based on the information and analysis presented in the Affected Environment and Environmental Effects sections of this SEA.

2.1 Description of Alternatives.

In accordance with NEPA and its implementing regulations, the Corps considered a reasonable range of alternative engineering design refinements, including a no-action alternative. For each project, the Corps analyzed implementing the following engineering design refinements:

1. Dune construction with vegetation
2. Vegetation only
3. Sand fencing
4. Pedestrian access modifications
5. Vehicle access modification
6. Outfall pipe modifications to increase the project's resiliency.

These design refinements could be added or modified as standalone design changes or could be implemented in conjunction with dune construction and other design refinements.

Although there are potentially a very large number of alternatives that could be formulated through different combinations of project refinements to improve the project's resiliency, in **Table 3** through **Table 7**, the Corps focused on a reasonable number of alternatives that collectively reflect consideration of the full range of possible refinements and their potential environmental impacts. The design changes each have independent utility and can be implemented separately, or through various combinations, if needed.

Certain alternatives were eliminated from detailed study. Structural alternatives such as wooden vehicle ramps, seawalls, and gates that close during storm events were considered during the analysis but ultimately rejected. Wooden vehicle ramps are more costly than any of the modifications and would require a greater level of design. These structures are also typically less aesthetically pleasing compared to the natural appeal of vegetated dunes and repair costs would likely be more expensive than the other alternatives, both of which are concerns of the local sponsors. Gates to close during storm events are also not desirable because they require frequent maintenance to ensure that they are functioning properly, especially in a marine environment. Seawalls used to close gaps in the dune were also rejected because they would only provide inundation protection benefits and would also require a greater level of design.

2.1.1 No-action Alternative (Status Quo).

Authorized projects would continue to be implemented over the period of Federal participation in accordance with existing authorities. Periodic renourishment of the projects' existing design templates typically occur every (5-10) years. During major storm events there could be increased damages to infrastructure and loss of dune habitat if the proposed resiliency modifications were not performed for those projects that currently have a dune system.

2.1.2 Action Alternatives.

In order to develop action alternatives, the Corps evaluated the performance of existing dunes, including reducing erosion and inundation damages, elongating nourishment intervals, decreasing nourishment volumes, and incidental environmental benefits.

Recommended alternatives considered to increase project resilience include:

Alternative 1: Dune Construction with Vegetation

Alternative 2: Vegetation Only

Alternative 3: Sand Fencing

Alternative 4: Pedestrian Access Modifications

Alternative 5: Vehicle Access Modifications

Alternative 6: Outfall Pipe Modification

These alternatives are more fully described in **subsection 2.2** below. **Table 3** through **Table 7** in **subsection 2.4** include the recommended alternatives for each of the five proposed projects.

2.2 Issues and Basis for Choice.

The action alternatives consider several design changes that can increase project resiliency including the construction of dunes and other design refinements.

Dune construction consists of incorporating a dune template as part of the project in future nourishment events. The dune construction template may adopt the dimensions of existing dunes, modify the dimensions of existing dunes, or add a new dune where dunes do not currently exist. The dune construction template will be considered part the project's construction template and the volume of material to construct the dune will be considered part of the project's advanced fill volume. The authorized design template on which benefits are based will not be changed by dune construction nor will the authorized advance fill volume be changed. The same volume of advanced fill would be placed such that a portion of that volume would be placed in the dune. Potential sand sources will comply with State of Florida statutes and meet all applicable criteria based on consultation with FDEP.

The dune template heights and slopes were selected to mimic the natural dunes in or adjacent to the project areas. The USACE Coastal Engineering Manual (CEM) and Natural and Constructed Coastal Foredunes Fact Sheet (USACE, 2018) from the USACE Engineer Research and Development Center (ERDC) were consulted in the design of the proposed dunes in order to ensure that the proposed dunes designs are consistent with existing technical guidelines.

Design refinements were considered in order to support dune stability including vegetation, sand fencing, pedestrian access, vehicle access, and storm water outfall pipes. These design refinements could be added or modified as standalone design changes or could be implemented in conjunction with dune construction and other design refinements.

Planting **vegetation** helps to anchor sand dunes and promotes dune growth. The roots and stems of sea oats and other native coastal plants trap wind-blown sand. As the sand piles up around the plants, new roots develop on the recently buried stems while new stems emerge from the sand's surface. This traps even more sand and grows the dune. In general vegetation should be planted on all newly constructed dunes.

An additional way to enhance dune growth is through the installation of **sand fencing**. Sand fencing is a relatively low cost option that works similarly to dune vegetation to help support sand dune growth by trapping and collecting wind-driven sand.

Pedestrian access modifications could include signage encouraging beachgoers to stay off dunes and to use designated access points, rope fencing to keep people out of the dunes, or constructing dune walkovers to allow beach access without impacting the dune. These measures prevent dune vegetation, and the dune itself, from being trampled and degraded by foot traffic which could reduce the function of the dune.

Vehicle access modifications could include changing the angle at which the vehicle access cuts through the dune so that during a storm the gap through the dune would erode in on itself. Mats or ramps could be used to allow vehicles to drive over the dune and prevent the degradation of the dunes in these areas. Sand stockpile areas could be designated for filling in the dune gaps when a storm is approaching.

Modifications at Storm Water Outfalls. Areas where storm water outfall pipes intersect dunes and release storm water onto the project footprint could be modified with revetment sections or the pipes could be re-routed in order to prevent degradation of the dune in these areas caused by outfall scour.

2.3 Project-specific Design Considerations.

Table 3 through **Table 7** show the project-specific considerations relevant to each alternative design change. See **section 4** for a more detailed discussion of potential environmental impacts of the alternatives. The design changes each have independent utility and can be implemented separately or in various combinations if needed.

Table 1. Nassau County SPP – Alternatives.

Design Change	Project-specific Considerations
No Action	No change to the existing project.
Dune Incorporation	Dunes have not been directly constructed in the SPP area, however dunes have formed naturally within the project footprint and enhance the protection benefits of the SPP along most of the project shoreline. There are two small areas at Main Beach where dunes could be constructed to close the gap in the natural dune.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. As such, the dune areas generally do not currently require dune vegetation planting. However, future dune construction should include planting of native dune vegetation.
Sand Fencing	In the absence of dune construction, sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walkthroughs. This approach proved successful at several areas south of the Federal project limits.
Pedestrian Access Modifications	There are 31 public pedestrian beach access points in the project area. Just a few of these access points have boardwalks extending over the existing dunes. The remaining access points have footpaths over and/or through the dune that can result in degradation of the dune over time at these locations. These locations could benefit from boardwalks over the dune or from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. The advantage of boardwalks compared to walkthroughs is that the boardwalks allow people to access the berm without impacting the dune. Dune walkthroughs let people walk directly on top of the dune which can cause erosion to the path over time. This erosion can become significant if the access is heavily used and if the elevation of the walk-through is eroded enough. Other potential impacts to direct access through the dune include damage to habitat and damage to vegetation. These impacts can be exacerbated if the walkthroughs are not well-defined and people are not careful to stay within them.

DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

Design Change	Project-specific Considerations
Vehicle Access Modifications	There are 2 vehicle beach access points in the project area that cut through the dune leaving vulnerable gaps. The Dolphin Avenue vehicle access is used for emergency vehicles and construction equipment to access the beach. It consists of a straight cut through the dune, and could be made more resilient by constructing a ramp, by being angled, or by designating an emergency stockpile for closing the dune as a storm approaches. The Sadler Road vehicle access is used for the public to drive and park on the beach. This access point has a relatively small footprint which would make this access difficult to modify with a ramp or by angling. Line of sight for drivers entering and exiting the beach through this dune cut through also needs to be considered. Vehicle access modifications will be limited to the footprint of the vehicle access parcel.
Modifications at Storm Water Outfalls	There are no outfall pipes affecting dunes in the project area.

Table 2. Duval County SPP -- Alternatives.

Design Change	Project Specific Considerations
Dune Incorporation	Dunes construction has recently taken place within the project footprint to rebuild existing dunes that were eroded by Hurricanes Matthew (2016) and Irma (2017). This work has been locally funded. The sponsor has acquired a consent of use over sovereign submerged lands from the State of Florida for the dune construction and no easements are required as the dune footprint is seaward of the ECL. Incorporating dunes as part of the SPP allows for reconstruction of the dunes following a significant storm event; thus immediately enhancing the projects ability to reduce storm damages.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. The recently constructed portions of the dune are scheduled to be planted with native dune vegetation (primarily sea oats). Future dune construction should include planting of native dune vegetation.
Sand Fencing	Sand fencing should not be placed out onto the berm seaward of the existing dune as this could cause dune encroachment onto the berm which could have negative impacts on recreational beach use. Sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walk-throughs. Sand fencing was successfully used to close a small gap in the dune at Hopkins Street in Neptune Beach adjacent to a boardwalk.

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Pedestrian Access Modifications	There are 115 public pedestrian beach access points in the project area. Less than half of these access points have boardwalks extending over the existing dunes. The remaining access points have footpaths over and/or through the dune that could result in degradation of the dune over time. These locations could benefit from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. There are an additional 7 pedestrian access points along the NS Mayport shoreline that all have boardwalks over the existing dunes.
Vehicle Access Modifications	There are 18 vehicle beach access points in the project area. Over half of the access points currently consist of a gap through the dune that is vulnerable to backside dune erosion due to flanking, upland erosion, and inundation. The access points are all used by emergency vehicles and cannot be permanently closed. Modifications that could be made include angling the path through the dune, ramping over the dune, or designating stockpiles of sand that could be used to close off the dune gap when a storm is approaching. Local interests would not prefer to use Mobi-mat® style ramps due to turtle issues and concerns with pedestrians slipping on the mats. Vehicle access modifications will be limited to the footprint of the vehicle access parcel.
Modifications at Storm Water Outfalls	There are 29 outfall pipes in the Jacksonville Beach portion of the project area that create weak points in the dune. The City of Jacksonville beach is working on extending the outfall pipes as funding opportunities allow to prevent storm surge through the pipes or washout of the dunes during large rain events.

Table 3 St. Johns County SPP – Alternatives.

Design Change	Project Specific Considerations
Dune Incorporation	Dunes have not been directly constructed as part of the SPP, however dunes have formed naturally within the project footprint and enhance the protection benefits of the SPP. The area around the fishing pier is likely too erosive to support dune construction, as discussed in Section 6-2, below. Incorporating dunes as part of the SPP allows for reconstruction of the dunes following a significant storm event; thus immediately enhancing the projects ability to reduce storm damages.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. As such, the dune areas generally do not currently require dune vegetation planting. However, future dune construction should include planting of native dune vegetation.
Sand Fencing	In the absence of dune construction, sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walk-throughs. Sand fencing could also be used to direct foot traffic through designated pedestrian beach accesses.

DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

Design Change	Project Specific Considerations
Pedestrian Access Modifications	There are 29 public pedestrian beach access points in the project area. A few of these access points have boardwalks extending over the existing dunes. The remaining access points have footpaths over and/or through the dune or wooden ramps that end within the dune with a footpath that continues onto the berm. The footpaths could result in degradation of the dune over time at these locations. These locations could benefit from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. Note that if existing paths through the dune are to be re-oriented, then beach mice relocation may be required.
Vehicle Access Modifications	There are 5 vehicle beach access points in the project area. Most of the access points currently consist of a gap through the dune that is vulnerable to backside dune erosion due to flanking, upland erosion, and inundation. Most of these access points are used by emergency vehicles cannot be permanently closed. The 'A' street access point is used for public beach driving. Modifications that could be made include angling the path through the dune, ramping over the dune, or designating a stockpile of sand that could be used to close off the dune gap when a storm is approaching. Vehicle access modifications will be limited to the footprint of the vehicle access parcel.
Modifications at Storm Water Outfalls	There are no outfall pipes affecting dunes in the project area.

Table 4. Brevard County North Reach SPP – Alternatives.

Design Change	Project Specific Considerations
Dune Incorporation	Dunes have formed naturally within the project footprint in both the North and South Reaches of the project. Incorporating dunes as part of the SPP allows for reconstruction of the dunes following a significant storm event; thus immediately enhancing the project's ability to reduce storm damages.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. There are no dune areas currently in need of vegetation, however future dune construction should include planting of dune vegetation.
Sand Fencing	Sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walkthroughs. It could also be used to direct foot traffic through designated paths. Sand fencing is not preferable to the project sponsor.

DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

Design Change	Project Specific Considerations
Pedestrian Access Modifications	The pedestrian access points in the project area include boardwalks extending over the existing dunes or footpaths over and/or through the dune. The footpaths can result in degradation of the dune over time from foot traffic. These locations could benefit from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. Sand fencing is not preferable to the project sponsor and degradation of the dunes at footpaths has not been observed to be occurring to a large extent.
Vehicle Access Modifications	There are 6 vehicle beach access points in the project area that cut through the dune leaving gaps. Modifications that could be made include angling the path through the dune, a ramp over the dune, or a designated stockpile of sand that could be used to close off the dune gap when a storm is approaching. Secondary dune islands could be constructed in front of the gaps to create a partition that would still allow vehicles to use the access. Vehicle access modifications will be limited to the footprint of the vehicle access parcel. Several of the vehicle accesses are already at a high elevation and may not require modifications.
Modifications at Storm Water Outfalls	There are some storm outfall pipes within the South Reach project area, however the sponsor does not wish to pursue any modifications to the dunes adjacent to these features.

Table 5. Brevard County South Reach SPP – Alternatives

Design Change	Project Specific Considerations
Dune Incorporation	Dunes have formed naturally within the project footprint in both the North and South Reaches of the project. Incorporating dunes as part of the SPP allows for reconstruction of the dunes following a significant storm event; thus immediately enhancing the projects ability to reduce storm damages.
Vegetation	Dune vegetation is well established along much of the existing dune in the project area. There are no dune areas currently in need of vegetation, however future dune construction should include planting of dune vegetation.
Sand Fencing	Sand fencing could be strategically placed to help trap sand in small dune gaps such as at dune walkthroughs. It could also be used to direct foot traffic through designated paths. Sand fencing is not preferable to the project sponsor.

Design Change	Project Specific Considerations
Pedestrian Access Modifications	The pedestrian access points in the project area include boardwalks extending over the existing dunes or footpaths over and/or through the dune. The footpaths can result in degradation of the dune over time from foot traffic. These locations could benefit from sand fencing placed in a manner that would guide foot traffic on a dedicated path and collect windblown sand in the vicinity of the footpath. Sand fencing is not preferable to the project sponsor and degradation of the dunes at footpaths has not been observed to be occurring to a large extent.
Vehicle Access Modifications	There are 6 vehicle beach access points in the project area that cut through the dune leaving gaps. Modifications that could be made include angling the path through the dune, a ramp over the dune, or a designated stockpile of sand that could be used to close off the dune gap when a storm is approaching. Secondary dune islands could be constructed in front of the gaps to create a partition that would still allow vehicles to use the access. Vehicle access modifications will be limited to the footprint of the vehicle access parcel. Several of the vehicle accesses are already at a high elevation and may not require modifications.
Modifications at Storm Water Outfalls	There are some storm outfall pipes within the South Reach project area, however the sponsor does not wish to pursue any modifications to the dunes adjacent to these features.

2.4 Preferred Alternatives.

The Corps developed Preferred Alternatives based on a consideration of potential environmental impacts and an evaluation of the performance of existing dunes, including reducing erosion and inundation damages, elongating nourishment intervals, decreasing nourishment volumes, and incidental environmental benefits. All of the proposed action alternatives would increase project resilience, including dune construction with vegetation, sand fencing, pedestrian access modifications, and vehicle access modifications (including sand stockpile areas). The proposed Preferred Alternatives for each of the Federal authorized projects are summarized in **Table 8** through **Table 11**.

2.4.1 Nassau County Preferred Alternatives.

The design changes recommended to increase resilience for the Nassau County SPP include dune construction with vegetation, pedestrian access modifications with sand fencing and boardwalks, and vehicle access modifications. The Preferred Alternative would incorporate dunes into the Federal project with a crest elevation of 15 ft. NAVD88. In contrast, the design template berm elevation in the Nassau County SPP's authorizing reports, referenced in **Table 2**, is +9.6 ft. NAVD88. The proposed dune template is consistent with the natural characteristics of existing dunes in the project area.

There are two locations between Dolphin Avenue and Atlantic Avenue with sizable gaps in the existing, naturally occurring dune. At both of these locations, the proposed dune construction includes closing the gaps. The northernmost of the two sites is located directly in front of FDEP R-monument R-21 at Wolf Park. The gap in the existing dune at this location is approximately 75 ft. long and currently allows pedestrian access from a boardwalk onto the berm. However, this gap in the dune is not an official public access point. The elevation of the ground within this gap is approximately 12 ft. NAVD88, so the proposed dune construction will raise the elevation of this point by about 3 ft. The second gap in the existing dune is located just to the south of Wolf Park in front of the parking lot at the end of Atlantic Avenue. This gap is approximately 330 ft. long. It is located north of the Sandbar & Kitchen Restaurant, and in front of the restaurant itself. The elevation of the ground within this gap is approximately 11 ft. NAVD88, so the proposed dune construction will raise the elevation by about 4 ft.

Table 8 provides a summary of the recommended design changes. For more information, including descriptions and locations of the proposed vehicle and pedestrian access modifications, see **Appendix C**.

Table 6. Nassau County Summary of Recommended Design Changes.

Design Change	Summary of Recommendation
Dune Construction with Vegetation	Dune incorporation is recommended along the entire length of the project. Dunes could be constructed as part of the project in the event that the existing dune becomes eroded in the future. The volume of sand to be placed in the dune template, should it erode, would be treated as part of the project's advanced fill volume. Existing dune gap closures could be constructed separately.
Vehicle Access Modifications	Modifications for vehicle access points that include raising elevations, a vehicle mat, and an emergency stockpile are recommended.
Pedestrian Access Modifications with Sand Fencing	Placing sand fencing along the side of each walk-through is recommended to trap material in the access and help it maintain a higher elevation. Approximately 50 ft. of wooden sand fence would be needed at each access point to be modified. Two boardwalks are recommended at the Dolphin Avenue and Atlantic Avenue parking lots.

2.4.2 Duval County Preferred Alternatives.

The design changes recommended to increase resilience for the Duval County SPP include dune construction with vegetation, pedestrian access modifications with sand fencing, and vehicle access modifications. The Preferred Alternative would incorporate dunes into the Federal project with a crest elevation of 14.5 ft. NAVD88. In contrast, the design template berm elevation in the Duval County SPP's authorizing reports, referenced in **Table 2**, is +8 ft. NAVD88. The proposed dune template is consistent with the natural characteristics of existing dunes in the project area.

There are two access points located at the end of Beach Blvd (R-66.5 and R-66.6). The northernmost of these two access is used exclusively by the Jacksonville Beach lifeguards, which have a garage at this location. The lifeguard garage entrance is facing the gap in the existing dune in order to allow for the vehicles to move directly onto the beach. Due to this configuration, the local sponsor would prefer to keep the access open. However, due to the proximity of the access at the end of Beach Blvd, the Preferred Alternative includes dune construction to close the gap for the lifeguard access and re-routing the lifeguard vehicles to the Beach Blvd entrance. This gap is approximately 20 ft. wide. The ground elevation at this gap is approximately 11 ft. NAVD88, and the proposed dune construction will raise the elevation by about 4 ft.

At 8th Avenue North, if the storm outfall pipe is extended by the City of Jacksonville in the future, the Preferred Alternative would fill the outfall corridor in order to narrow the gap in the access from 75 ft. to 40 ft. Finally, at 20th Avenue South, there is an official vehicle access point that is currently closed by an existing dune; the proposed design changes would include dune construction at this location, thus permanently closing this access point.

Table 9 provides a summary of the recommended design changes for this project. For more information, including descriptions and locations of the proposed vehicle and pedestrian access modifications, see **Appendix C**.

Table 7. Duval County Summary of Recommended Design Changes.

Design Change	Summary of Recommendation
Dune Construction with Vegetation	Dune incorporation is recommended along the entire length of the project. Dunes could be constructed as part of the project in the event that the existing dune becomes eroded in the future. The volume of sand to be placed in the dune template, should it erode, would be treated as part of the project's advanced fill volume.
Vehicle Access Modifications	Modifications for vehicle access points that include raising elevations, vehicle mats, emergency stockpiles, and partial dune closure are recommended.
Pedestrian Access Modifications with Sand Fencing	Placing sand fencing along the side of each walk-through is recommended to trap material in the access and help it maintain a higher elevation. Approximately 40 feet of wooden sand fence would be needed at each access point to be modified.

2.4.3 St. Johns County Preferred Alternatives.

The design changes recommended to increase resilience for the St. Johns County SPP, St. Augustine Beach Segment, include dune construction with vegetation, pedestrian access modifications with sand fencing, and vehicle access modifications. The Preferred Alternative would incorporate dunes into the Federal project with a crest elevation of between +16 ft. NAVD88 (in the Southern portion of project) and +17 ft. NAVD88 (in the Northern portion of the project). In contrast, the design template berm elevation in the St. Johns County SPP's authorizing reports, referenced in **Table 2**, is

+9 ft. NAVD88. The proposed dune template is consistent with the natural characteristics of existing dunes in the project area.

Three changes are proposed for the existing dune at Pope Road. First, the dune from the state park would be continued along the north side of the parking lot to protect the parking lot from inundation. The constructed dune would tie into the existing dune system and also serve to prevent flanking of the existing dune. The proposed dune recommended north of parking lot is smaller than the typical dune template for the northern reach of the project in order to prevent the dune from protruding out onto the berm which would make it more susceptible to erosion. The proposed dune has a dune crest width of 10 ft., an elevation of 4 ft. above the existing grade (about 10 ft. NAVD88), and 1V:4H slopes. Next, a dune with an estimated volume of 115 cy is recommended in front of the existing access. This dune would not seal the access but would serve to deflect wave energy away from the opening. This would protect the street entrance from direct wave impacts while still allowing a corridor for emergency vehicles to access the berm. Finally, an emergency stockpile (approximately 50 cy of volume) of material would be placed behind the new dune in front of the access. The local sponsor can use this emergency stockpile in extreme water elevation situations to close the gap in the dunes by pushing the sand from the stockpile into the access in order to form a continuous dune.

At “A” Street, the proposed design changes include raising the ground elevation from approximately 9 ft. NAVD88 to 12 ft. NAVD88 and modifying the dunes on either side of the access to narrow the gap as shown in **Appendix C**.

Table 10 provides a summary of the recommended design changes. For more information, including descriptions and locations of the proposed vehicle and pedestrian access modifications, see **Appendix C**.

Table 8. St. Johns County Summary of Recommended Design Changes.

Design Change	Summary of Recommendation
Dune Construction with Vegetation	Dune incorporation is recommended along the entire length of the project. Dunes could be constructed as part of the project in the event that the existing dune becomes eroded in the future. The volume of sand to be placed in the dune template, should it erode, would be treated as part of the project’s advanced fill volume.
Vehicle Access Modifications	Modifications for vehicle access points that include raising elevations, a vehicle mat, an emergency stockpile, and filling in dune gaps are recommended.
Pedestrian Access Modifications with Sand Fencing	Placing sand fencing along the side of each walk-through is recommended to trap material in the access and help it maintain a higher elevation. Approximately 60 feet of wooden sand fence would be needed at each access point to be modified.

2.4.4 Brevard County North Reach Segment and South Reach Segment Preferred Alternatives.

The design changes recommended to increase resilience for the Brevard County SPP North and South Reaches include, dune construction with vegetation and vehicle access modifications. The Preferred Alternative would incorporate dunes into the Federal project with a crest elevation of 13 ft. NAVD88. In contrast, the design template berm elevation in the Brevard County SPP's authorizing reports, referenced in **Table 2**, is +7.4 ft. NAVD88. The proposed dune template is consistent with the natural characteristics of existing dunes in the project area.

To the south of the Cocoa Beach Pier, proposed dune construction includes adding sand to the area with existing sand fencing to raise the elevation to 13 ft. NAVD88, and adding a dune that starts from the pier and continues past the existing sand fencing area. This will cause the access to be offset and prevent direct wave action from directly penetrating through the access. This proposed dune will have an elevation of 13 ft. NAVD88, a crest width of 20 ft., and 1V:3H slope.

At Washington Avenue, the proposed design changes include adding a vegetated dune with a crest elevation of 9-10 ft. NVD88 in front of the vehicle access. Similarly, at Minutemen Causeway, a secondary, vegetated dune is proposed with a crest elevation of 11 ft. NAVD88 in front of the vehicle access. These proposed secondary dunes will have a lateral extent beyond the dimensions of the vehicle entrances, while not impacting vehicle traffic

Table 11 provides a summary of the recommended design changes. For more information, including descriptions and locations of the proposed vehicle and pedestrian access modifications, see Appendix C.

Table 9. Brevard County North Reach Segment and South Reach Segment Summary of Recommended Design Changes.

Design Change	Summary of Recommendation
Dune Construction with Vegetation	Dune incorporation is recommended along the entire length of the North Reach and South Reach. Dunes could be constructed as part of the project in the event that the existing dune becomes eroded in the future. The volume of sand to be placed in the dune template, should it erode, would be treated as part of the project's advanced fill volume.
Vehicle Access Modifications	Modifications for vehicle access points that include raising elevations, secondary dune additions, and access reorientation are recommended.

Table 10. Summary of Direct and Indirect Impacts.

Refer to Table 3 through Table 7 for county-specific preferred alternatives.

Alternative Environmental Factor	No Action* (Status Quo)	Alternative 1: Dune Construction with Vegetation	Alternative 2: Vegetation Only	Alternative 3: Sand Fencing	Alternative 4: Pedestrian Access Modifications	Alternative 5: Vehicle Access Modifications	Alternative 6: Outfall Pipe Modification
GENERAL ENVIRONMENTAL SETTING	Shoreline would continue to erode at its present rate.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.	Minor short-term effects during construction activities relative to the alternative may temporarily affect the environmental setting.
VEGETATION	Existing dune vegetation would be impacted by continued beach and dune erosion.	Vegetation would be planted after placement of the dune material, as needed. Planted vegetation would expand either by rhizome or seed and would result in a fully vegetated dune system. A limited amount of natural recruitment is expected.	Vegetation only would be planted as needed on dunes. Planted vegetation would expand either by rhizome or seed and would result in a fully vegetated dune system. A limited amount of natural recruitment is expected.	There will be no impact to vegetation during construction activities relative to the sand fencing alternative.	There will be no impact to vegetation during construction activities relative to the pedestrian access modifications alternative.	There will be no impact to vegetation during construction activities relative to the vehicle access modifications alternative.	There will be no impact to vegetation during construction activities relative to the sand fencing alternative.
PROTECTED SPECIES: NESTING SEA TURTLES	There would be less habitat for nesting sea turtles if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vegetation planting activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Sand Fencing activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Pedestrian access modification activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vehicle access modification activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Outfall pipe modification activities related to this alternative may affect nesting sea turtles. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.

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PIPING PLOVER	There would be less habitat for piping plovers if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect, but are not likely to adversely affect the plover. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	There would be minimal impact to piping plover planting vegetation in already constructed dunes. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover will be minimal as a result of the installation of sand fencing to help support sand dune growth by trapping and collecting wind-driven sand. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Pedestrian access modification activities related to this alternative may affect, but are not likely to adversely affect the plover. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of vehicle access modifications will be minimal. Usage of these vehicle access points will be limited to those agencies that need access to the beach area (i.e. public works). Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of storm water outfall pipe modifications would include a minor increase in beach habitat and would reduce erosion. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.
RED KNOT	There would be less habitat for red knots if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect, but are not likely to adversely affect the red knot. Use of offshore sand or an upland sand source would result in similar effects, i.e. potential temporary disturbance and alteration of the beach face (foraging habitat). Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	There would be minimal impact to piping plover planting vegetation in already constructed dunes. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to red knot will be minimal as a result of the installation of sand fencing to help support sand dune growth by trapping and collecting wind-driven sand. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Pedestrian access modification activities related to this alternative may affect, but are not likely to adversely affect the red knot. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of vehicle access modifications will be minimal. Usage of these vehicle access points will be limited to those agencies that need access to the beach area (i.e. public works). Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.	Impacts to piping plover as a result of storm water outfall pipe modifications would include a minor increase in beach habitat and would reduce erosion. Work would be performed in compliance with the terms and conditions of the applicable biological, e.g. the Programmatic Piping Plover Biological Opinion (2013) and FDEP Joint Coastal permit requirements.

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ANASTASIA BEACH MOUSE	There would be less habitat for the beach mouse if the proposed dune system were not constructed or modified.	Construction activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Dune construction in St. Johns County would only occur in areas where dunes do not currently exist or if existing dunes were significantly damaged or altered. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vegetation planting activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Vegetation of the dunes in St. Johns County would only occur in areas where dunes do not currently exist or if existing dunes were significantly damaged or altered. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Sand fencing activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Pedestrian access modification activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Vehicle access modification activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.	Outfall pipe modification activities related to this alternative may affect, but are not likely to adversely affect the Anastasia Beach Mouse found in St. Johns County. There is no effect to the beach mouse from action alternatives proposed in other Counties. Work would be performed in compliance with the terms and conditions of the applicable biological opinion, e.g. Statewide Programmatic Biological Opinion (2015) and FDEP Joint Coastal permit requirements including sand quality.
GOPHER TORTOISE	There would be less habitat for gopher tortoises if the proposed dune system were not constructed or modified.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.	No effect. Gopher tortoises shall be avoided within the dune habitat.

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MIGRATORY BIRDS	There would be less habitat for migratory birds if the proposed dune system were not constructed or modified.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.	Minor short-term effect. Standard migratory bird protection protocols will be incorporated into the project plans and specifications. The contractor will be required to abide by those protocols and all monitoring timeframes as specified by all applicable licenses and permits.
OTHER WILDLIFE RESOURCES	There would be less habitat for other wildlife resources if the proposed dune system were not constructed or modified.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.	Minor and short-term effect to other wildlife resources such as macro invertebrates.
CULTURAL, HISTORIC, AND ARCHAEOLOGICAL RESOURCES	There would be no effect to cultural, historic, and archaeological resources if the proposed dune system were not constructed.	The dunes afford protection to coastal cultural, historic, and archaeological resources. Sand sources will require survey to ensure no impacts to historic properties.	The accretion and stabilization of dunes through vegetation will protect coastal cultural, historic, and archaeological resources.	The accretion and stabilization of dunes using sand fencing afford protection to coastal cultural, historic, and archaeological resources.	The modification of pedestrian access locations will afford protection to coastal cultural, historic, and archaeological resources by reducing erosion	The stabilization of the dunes through modifying the vehicle access points will afford protection to coastal cultural, historic, and archaeological resources by limiting erosion.	The modification of pipe outfalls will potentially lead to less erosion of the coast, protecting to coastal cultural, historic, and archaeological resources.
WATER QUALITY	There would be no effect to water quality if the proposed dune system were not constructed.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.	Activities related to this alternative would be required to meet State (acceptance) criteria. All work would be consulted with FDEP and be in compliance with any applicable permits.

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AESTHETICS	Aesthetic impacts associated with unabated beach and dune erosion and attendant damage to existing shorefront structures.	Offshore sand and upland sand used relative to this alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.	This alternative would maintain existing beach aesthetics by preserving or improving sand dune and beach conditions.
RECREATION	There would be a minor effect to recreation resources if the proposed dune system were not constructed.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities.	Temporary minor short-term effects/disruption and/or localized suspension of recreation during construction activities relating to this alternative.	Temporary minor/short-term effects/disruption and/or localized suspension of recreation during construction activities.
HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE (HTRW)	There would be no effects associated with HTRW if the proposed dune system were not constructed.	No effect.	No effect.	No effect.	No effect.	No effect.	No effect.
AIR QUALITY	There would be no effects to air quality if the proposed dune system were not constructed.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.	Short-term impact to air quality from emissions by construction equipment associated with activities.
NOISE	There would be no effects associated with noise if the proposed dune system were not constructed.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.	Construction generated noise would temporarily raise the noise level during the construction activities.
ENERGY REQUIREMENTS AND CONSERVATION	Energy requirements associated with clean-up after storm events would continue to increase concurrent with realized damages.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.	Expenditure of energy resources (fuel) would be required for construction activities.

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NATURAL OR DEPLETABLE RESOURCES	Natural or depletable resources would not be affected if the proposed dune system were not constructed.	Offshore and upland sand are the only natural and depletable resource associated with this alternative.	This alternative will not negatively impact natural or depletable resources.	This alternative will not negatively impact natural or depletable resources.	This alternative will not negatively impact natural or depletable resources.	This alternative will not negatively impact natural or depletable resources.	This alternative will not negatively impact natural or depletable resources.
NATIVE AMERICANS	Native Americans would not be affected if the proposed dune system were not constructed.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.	There are no lands belonging to Native Americans in the project area.
REUSE AND CONSERVATION POTENTIAL	Reuse and conservation potential would not be affected if the proposed dune system were not constructed	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.	There is no potential for reuse or conservation with this alternative.

*Additional information can be found within the current environmental documents using the following link:

<https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/>

3 AFFECTED ENVIRONMENT.

The Affected Environment section succinctly describes the existing environmental resources of the areas that would be affected if any of the alternatives were implemented. This section describes only those environmental resources that are relevant to the decision to be made. It does not describe the entire existing environment, but only those environmental resources that would be affected by the alternatives if they were implemented. This section, in conjunction with the description of the "no-action" alternative forms the base line conditions for determining the environmental impacts of the proposed action and reasonable alternatives.

3.1 General Physical Features.

This subsection contains a current description of each of the five projects and their current respective dune features, if any.

3.1.1 Nassau County Shore Protection Project, Nassau County, Florida.

The design template berm elevation is +13.0 feet mean low water and would result in a pre-project mean high water extension of 40 feet. The design reflect the natural existing conditions of 1Vertical (V) on 15Horizontal (H) feet to mean low water and thence 1V on 25H to existing ground. The volume of advanced nourishment is approximately 1,472,000 cubic yards (cy) every five years, based on an annual erosion rate of 294,400 cy/year (yr.) The project area is comprised of the 3.6 miles of Nassau County shoreline located between Florida Department of Environmental Protection (FDEP) monuments R-13 through R-33; starting approximately 0.7 miles south of the south jetty for St. Mary's Entrance Channel and proceeding 3.6 miles to the south, terminating near Sadler Road, as shown in **Figure 2**.

Dunes were investigated as an alternative during the plan formulation phase of the project documented in the 1985 Beach Erosion Control Study, which supported the 1986 Chief's Report. This report notes that, "Hurricane surge protection in the form of a sand dune was eliminated from consideration as the populated areas are of sufficient elevation to withstand such a surge. Low-lying areas most vulnerable to flooding are located inland where the primary threat is from the Amelia River and such areas would be afforded no protection by a dune." Dunes were not recommended by the 1986 Chief's Report, and the 1999 GRR and 2006 GRRs did not investigate adding dunes to the project.

Initial construction of the SPP took place in 2008, placing approximately 1.9 million cy from the South Channel Borrow area, immediately south of the St. Mary's Entrance Channel, located approximately 2 miles from the center of the project area. Material from the Kings Bay Entrance Channel (KBEC) navigation project has been placed in the

northern portion of the project area in 2011 and then every year from 2013-2017. The first periodic nourishment was recently completed in 2019 with material from the KBEC being place in the southern part of the project area. This latest event was a joint effort using FCCE, SPP, and NAV funding.

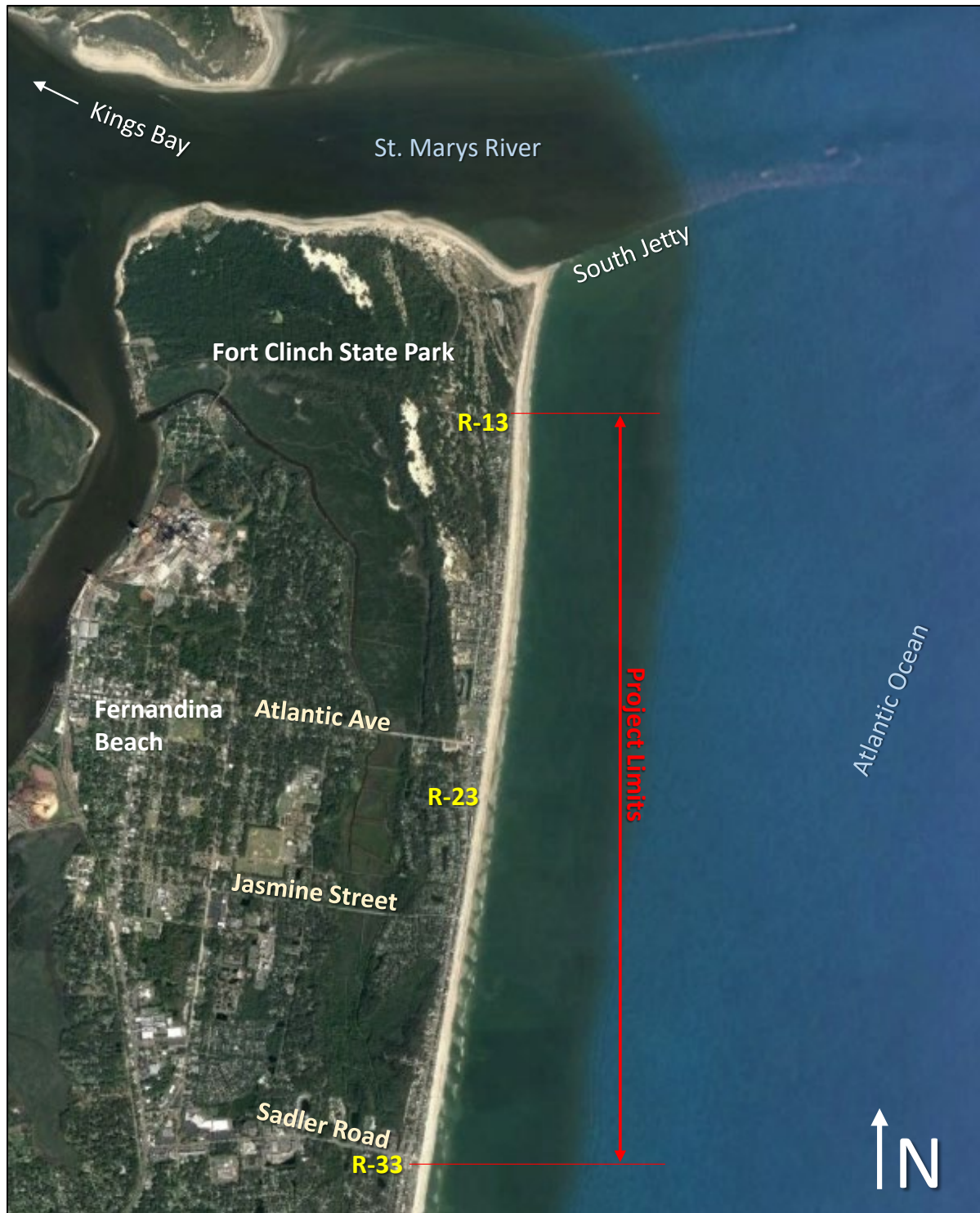


Figure 2. Location Map for Nassau County SPP.

3.1.2 Duval County Shore Protection Project, Duval County, Florida.

This project was designed to provide protection against beach erosion control, hurricane protection, and related purposes along the length of the project and to maximize primary NED net benefits. The authorized design consists of a 60-foot wide berm at elevation +11 feet in reference to Mean Low Water (MLW), with front slopes of 1V on 20H from elevation +11 ft. to Mean High Water (MHW), then 1V on 30H from MHW to MLW, then 1V on 45H from MLW to existing bottom. The construction template includes additional fill material for advanced maintenance. The volume of advanced nourishment is approximately 748,000 cubic yards (cy) every four years, based on an annual erosion rate of 187,000cy. The project limits extend from the south jetty of the St. Johns River to the north to the Duval County-St. Johns County line, shown in **Figure 3**.

Dunes were considered in the original formulation of the project documented in the 1964 Beach Erosion Control Study. At that time the main problem being observed in the project area was beach erosion impacting the recreational beach and damaging infrastructure and property. Dunes at that time were only thought of as a measure to protect against flooding so they were determined not to be warranted and were not recommended.

Initial construction was completed in two contracts between 1977 and 1979. The first phase of initial construction placed approximately 1.3 million cy. The second phase of initial construction placed approximately 1.22 million cy. Six periodic nourishments have been completed since the initial construction. The 7th periodic nourishment is currently underway and was completed in February 2019.

Sand fencing and dune vegetation for the formation of a beach dune were justified as a project feature for renourishments by the 1984 GDM Addendum I. These features of the Federal project were implemented by the non-Federal sponsor during the 1986 renourishment. These features were successful in controlling losses due to windblown sand. Previously, large volumes of fine-grained sand were blown into upland area, covering oceanfront yards, pool decks, roads, etc. Over time, through natural accretion of sand trapped by the vegetation and fencing, dunes formed above the 11 foot MLW Federal berm.

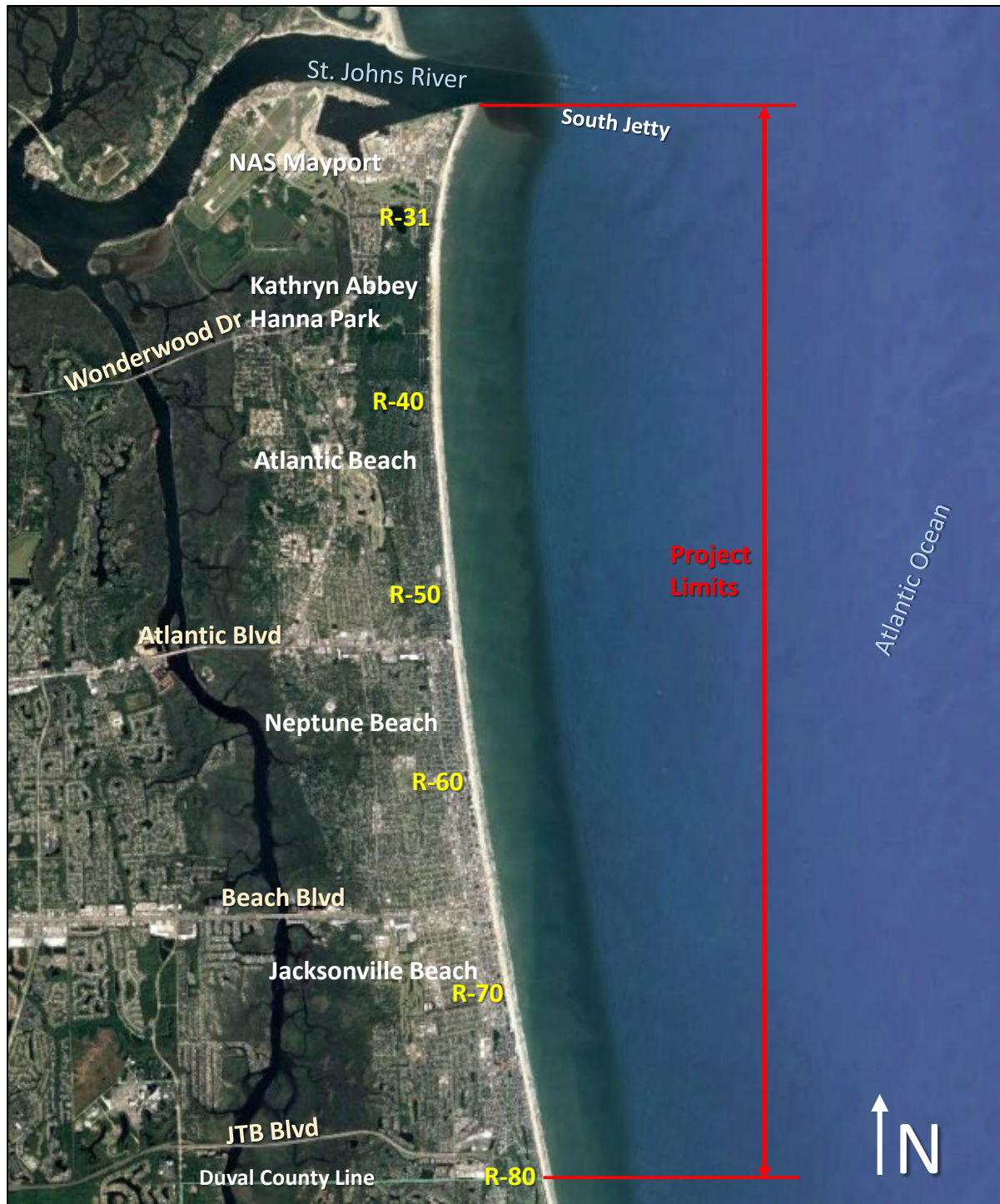


Figure 3. Location Map for Duval County SPP.

3.1.3 St. Johns County Shore Protection Project, St. Johns County, Florida.

The project was designed to provide beach erosion control against storm-induced damages. Erosion and long-term shoreline recession have rendered upland development in St. Johns County increasingly vulnerable to damage from storms, which has been exacerbated by the St. Augustine Inlet Federal navigation project. The authorized project consists of 2.5 miles of shoreline restoration, consisting of a 60-foot wide berm at 12 feet elevation above mean low water, and provides for initial construction and periodic renourishment. Tapers of 600 feet to the north and south are included in the design. The construction template includes additional fill material for advanced maintenance. The volume of advanced nourishment is approximately 1,625,000 cy every five years, based on an annual erosion rate of 325,000 cy/yr. The project limits, shown in **Figure 4**, start approximately 2.7 miles south of the St. Augustine Inlet and extend south approximately 2.5 miles.

Dunes were investigated as an alternative during the initial formulation of the project documented in the 1979 BEC study referenced by the 1980 Chiefs report. This report lists "Hurricane surge protection - sand dune" and "Stabilization of beaches and dunes by vegetation" as possible measures considered. These dune measures were screened out with little explanation other than noting that, "Stabilization of the beaches and adjacent dunes with vegetation is, for the most part, not applicable in the present situation. Dunes will not be constructed and beach grassing would be unsightly, unnecessary, and deprive the area of a recreational beach."

Initial construction was completed in 2003 placing approximately 3.8 million cy. At this same time an additional 400,000 cy were placed just to the north of the project in Anastasia State Park at the request of FDEP. Three periodic nourishments have been completed since the initial construction.



Figure 4. Location Map for St. Johns County SPP.

3.1.4 Brevard County North Reach Shore Protection Project, Brevard County, Florida.

The North Reach project limits is comprised of 9.4 miles of shoreline extending from R-1 adjacent the Canaveral harbor south jetty to the northern limit of Patrick Air Force Base at R-53 (**Figure 5**). The authorized design as per the 1996 Chief of Engineers Report provides for a 0-foot berm extension referenced to the pre-project mean high water (MHW) shoreline. The design berm is to be established at an elevation of +10.0 feet above MLW. The design berm is to tie into the pre-project +10.0 foot contour. The project design section is to transition from the location of MHW at a slope of 1/5 out to MLW, thence a slope of 1/50 to the existing bottom. The construction template includes additional fill material for advanced maintenance. The volume of advanced nourishment is approximately 516,000 cy every six years.

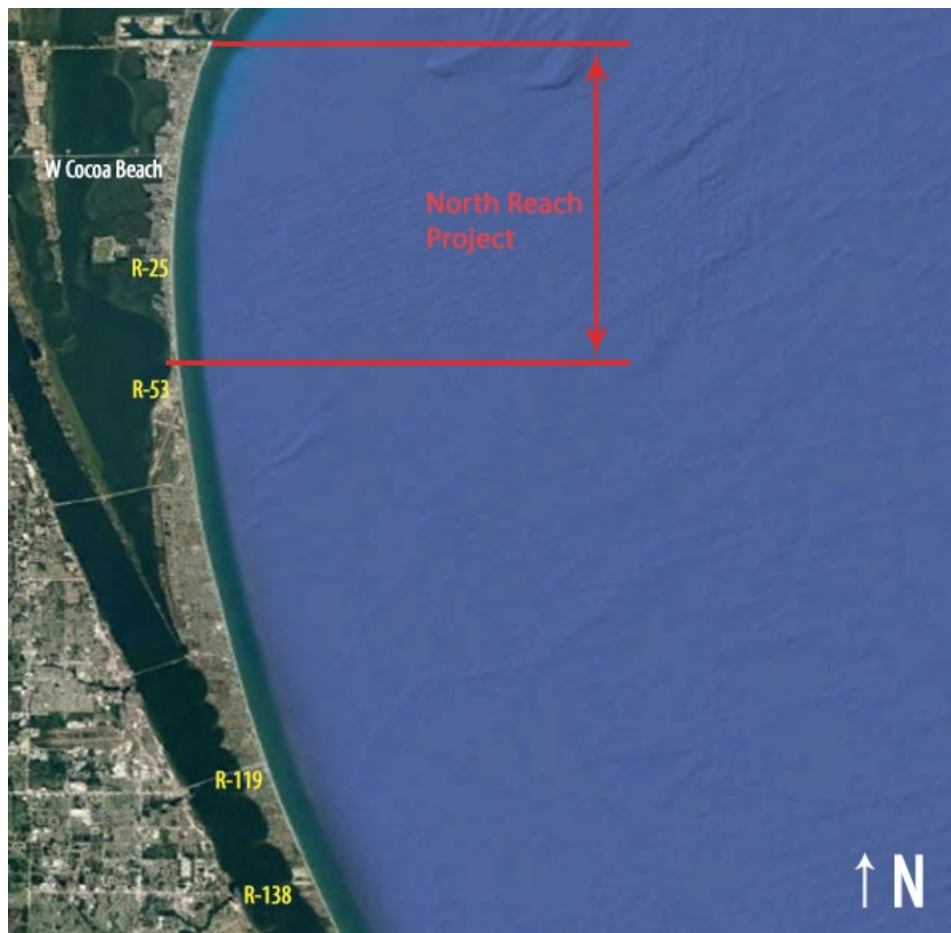


Figure 5. Location Map for Brevard County, North Reach, SPP.

3.1.5 Brevard County South Reach Shore Protection Project, Brevard County, Florida.

The South Reach extends 3.4 miles from R-119 along the coast of Indialantic to Melbourne Beach at R-138 (**Figure 6**). This project was designed to provide protection against erosion along the length of the project and to maximize primary NED net benefits. The authorized design as per the 1996 Chief of Engineers Report provides for a 0-foot berm extension referenced to the pre-project mean high water (MHW) shoreline. The design berm is to be established at an elevation of +10.0 feet above MLW. The design berm is to tie into the pre-project +10.0 foot contour. The project design section is to transition from the location of MHW at a slope of 1/5 out to MLW, thence a slope of 1/50 to the existing bottom. The construction template includes additional fill material for advanced maintenance. The volume of advanced nourishment is approximately 601,000 cy every six years.

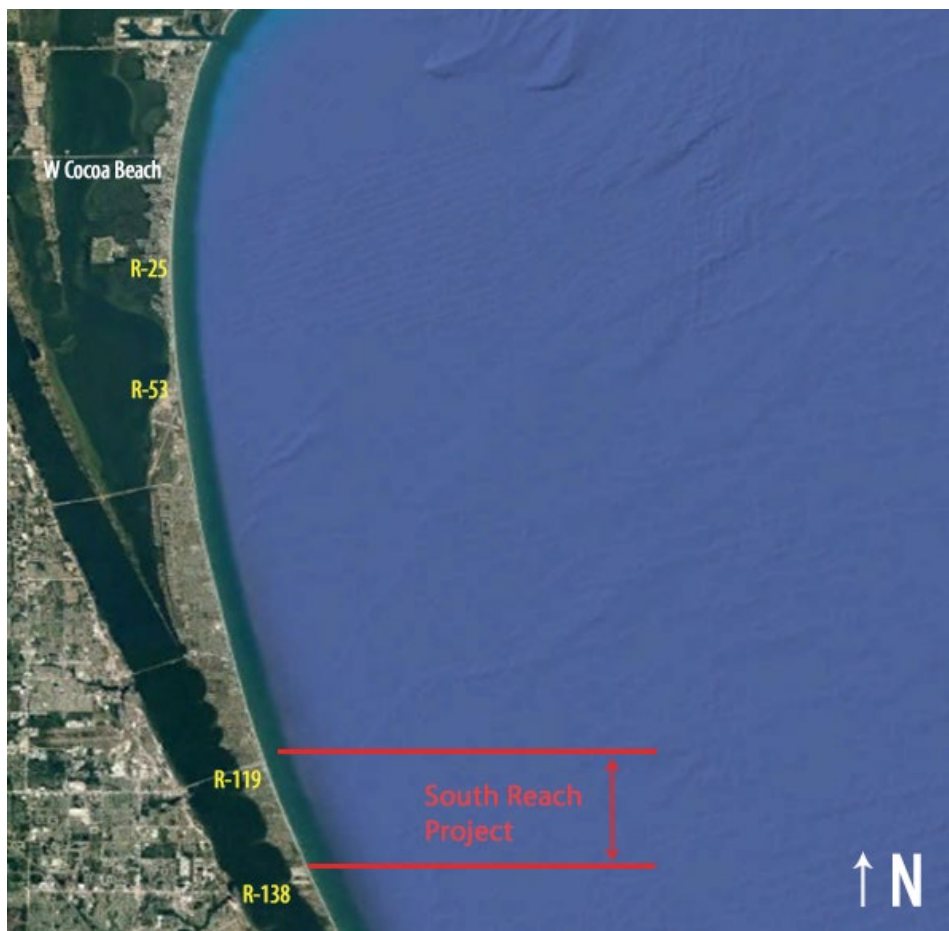


Figure 6. Location Map for Brevard County, South Reach, SPP.

3.2 Dune Vegetation.

Where dunes exist, they are generally narrow and characterized as coastal strand. The coastal strand is typically vegetated with sea oats (*Uniola paniculata*), dune grass (*Ammophila breviligulata*), sea grape (*Coccoloba uvifera*), sea rocket (*Cakile edentula*), cacti (*Opuntia compressa*), croton (*Croton punctatus*), pennywort (*Hydrocotyle bonariensis*), beach elder (*Iva imbricate*), sea purslane (*Sesuvium portulacastrum*), wild bean (*Strophostyles helvola*), and morning glory (*Ipomea purpurescens*) (**Figure 7** and **Figure 8**). Additional information on dune vegetation have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference.



Figure 7. Dune Vegetation.



Figure 8. Dune Vegetation.

3.3 Native Beach Sediment Composition.

Native beach sediment compositions have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.4 Threatened and Endangered Species.

3.4.1 Nesting Sea Turtles.

The loggerhead, green, leatherback and Kemp's ridley sea turtles are known to nest along the East Coast of Florida (**Table 13**). They are also known to occur in coastal waters off the East Coast of Florida. Sea turtle nesting data have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**). These species may nest immediately adjacent to dunes or within dune systems.

Table 11. Sea turtle species that may nest along the east coast of Florida’s Nassau, Duval, St. Johns, and Brevard counties.

Species are listed in order of relative abundance.

Common and Scientific Names	Status ^a	Life Stages Present	Abundance within the Project Area
Loggerhead sea turtle (<i>Caretta caretta</i>)	T	Adults, subadults, juveniles, and hatchlings	Abundant
Green sea turtle (<i>Chelonia mydas</i>)	T	Adults, subadults, juveniles, and hatchlings	Common
Leatherback sea turtle (<i>Dermochelys coriacea</i>)	E	Adults, subadults, juveniles, hatchlings	Rare
Kemp’s ridley sea turtle (<i>Lepidochelys kempii</i>)	E	Adults, subadults, juveniles, and hatchlings	Rare

^a Status: E = endangered, T = threatened under the Endangered Species Act of 1973.

3.4.2 Piping plover.

Classified federally as Threatened, the piping plover (*Charadrius melodus*) is a small shorebird that may occasionally occur along the East Coast of Florida during spring and fall migrations, as well as winter months. Critical habitat has been designated for this species, but does not overlap with the project area.

3.4.3 Red Knot.

The red knot (*Caladris canutus rufa*) is a small shorebird that is federally threatened and may occasionally occur along the East Coast of Florida during spring and fall migrations, as well as winter months. Critical habitat has not been designated for this species.

3.4.4 Beach Mouse.

The Endangered Anastasia Island beach mouse may have ranged from Florida’s St. Johns River in Duval County, south to Anastasia Island in St. Johns County. The beach mouse currently occurs on Anastasia Island, primarily on the north (Anastasia State Park) and south (Fort Matanzas National Monument) ends of the island. In 1992, mice from these two populations were reintroduced into suitable historical habitat between Ponte Vedra Beach and South Ponte Vedra Beach in north St. Johns County at the

Guana Tolomato Matanzas National Estuarine Research Reserve (GTMNERR). The reintroduced population is surviving, although in low numbers. The Anastasia beach mouse may occur within this dune habitat (USFWS, 2015).

3.4.5 Gopher Tortoise.

The eastern population of the gopher tortoise (*Gopherus polyphemus*), including Florida, is a candidate species for possible future listing as federally threatened or endangered (USFWS, 2015e). It occurs throughout sandy and scrub habitats, including disturbed habitat. This species may occur within dune habitat.

3.5 Migratory Birds.

Migratory birds have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**). These species may nest immediately adjacent to dunes or within dune systems, or utilize this habitat for foraging or roosting.

3.6 Other Wildlife Resources.

Other Wildlife Resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.7 Cultural, Historic, and Archaeological resources.

Cultural, historic, and archaeological resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.8 Water Quality.

Water quality has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.9 Aesthetic Resources.

Aesthetic resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.10 Recreation Resources.

Recreation resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.11 Hazardous, Toxic, and Radioactive Waste.

There are no known sources of hazardous, toxic, or radioactive wastes (HTRW) within or adjacent to these projects: Nassau, Duval, St. Johns, and Brevard counties. HTRW concerns have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.12 Air Quality.

Air quality has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties, and are incorporated herein by reference (**Table 1**).

3.13 Noise.

Ambient noise levels has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.14 Energy Requirements and Conservation.

Energy requirements and conservation has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.15 Natural or Depletable Resources.

Natural or depletable resources have been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

3.16 Native Americans.

There are no lands which belong to Native Americans within the Federal authorized project areas (**Table 1**).

3.17 Reuse and Conservation Potential.

Reuse and conservation potential has been described in prior NEPA documents for each of the SPPs in Nassau, Duval, St. Johns, and Brevard counties and are incorporated herein by reference (**Table 1**).

4 ENVIRONMENTAL EFFECTS.

This section is the scientific and analytic basis for the comparisons of the alternatives. See **Table 12** in **Section 2.0** for a summary of impacts. The following includes anticipated changes to the existing environment including direct, indirect, and cumulative effects. Additional information on environmental effects associated with the authorized projects and No-action Alternatives can be found in the corresponding environmental documents.

4.1 General Environmental Effects.

It is now recognized that dunes are integral components of a beach system and play a critical role in reducing damages to the project and infrastructure. The following excerpts from the Hurricane Sandy Coastal Projects Performance Evaluation Study and the New Jersey Sea Grant Consortium Dune Manual demonstrate the importance of dunes and how they can increase resilience on beach nourishment projects.

“Dunes can significantly contribute to the volumes of sediment available for redistribution along the shoreline during a storm, reducing the potential for undermining and exposure of land-based infrastructure, and impeding the landward reach of storm tides.” – 2013 Hurricane Sandy Coastal Projects Performance Evaluation Study.

“Dunes can provide protection for a relatively small volume of sand both on the ocean and bay shorelines. Conventionally, dunes should be constructed along with a protective beach. At the time of construction, dunes should be actively vegetated to reduce loss from wind-blown sand transport and increase their resistance to erosion.” – 2013 Hurricane Sandy Coastal Projects Performance Evaluation Study.

“Coastal sand dunes act as reservoirs of sand that help the beach maintain its equilibrium and preserve the ability of the beach to respond naturally to storm events. Beaches evolve during a storm by taking on a more dissipative state that causes waves to break farther offshore, reducing the wave energy near the shoreline. During this transition, the beach slope is reduced and one or more sand bars may form. The bars are formed as sand is transported offshore during the peak of the storm and is deposited near the region of most intense wave breaking. During smaller storms, the waves don’t reach the base of the dune, and the erosion is limited to the beach face (berm) itself. The dunes only become active during moderate to large storms when the dissipation created by the bars is insufficient to prevent the waves from attacking the base of the dune. As a dune erodes, it releases a portion of its built-up reservoir of sand into the littoral system, where it contributes to bar formation and the development of a more dissipative profile, ultimately reducing damage to inland infrastructure. Larger dunes can withstand more wave activity and therefore provide more protection to areas behind them. In the simplest terms, the sand stored in a dune buys time and provides protection from severe storms.” – 2016 New Jersey Sea Grant Consortium Dune Manual.

Information for beach-quality sand that is to be placed on the five currently Federal authorized projects for Nassau, Duval, St. Johns, and Brevard counties is discussed by reference in the prior environmental documents (**Table 1**). Effects of the proposed projects are discussed below and assumed to be similar in effect for each of the SPPs unless otherwise noted.

Specific dune features including construction of dunes with vegetation, vegetation only, sand fencing, pedestrian access points, vehicle access areas, and storm water outfall pipes could also be added or modified in order to increase project resilience. **Figure 9** shows how the advanced fill placement on a typical nourishment project could be adapted to include a dune feature with the same total advanced fill volume. The resilience profile shown in **Figure 10** theoretically demonstrates how a dune would increase project resilience based on the project's function being directly linked to the volume of sand available along the beach profile to maintain the authorized design template and protect upland development over time.

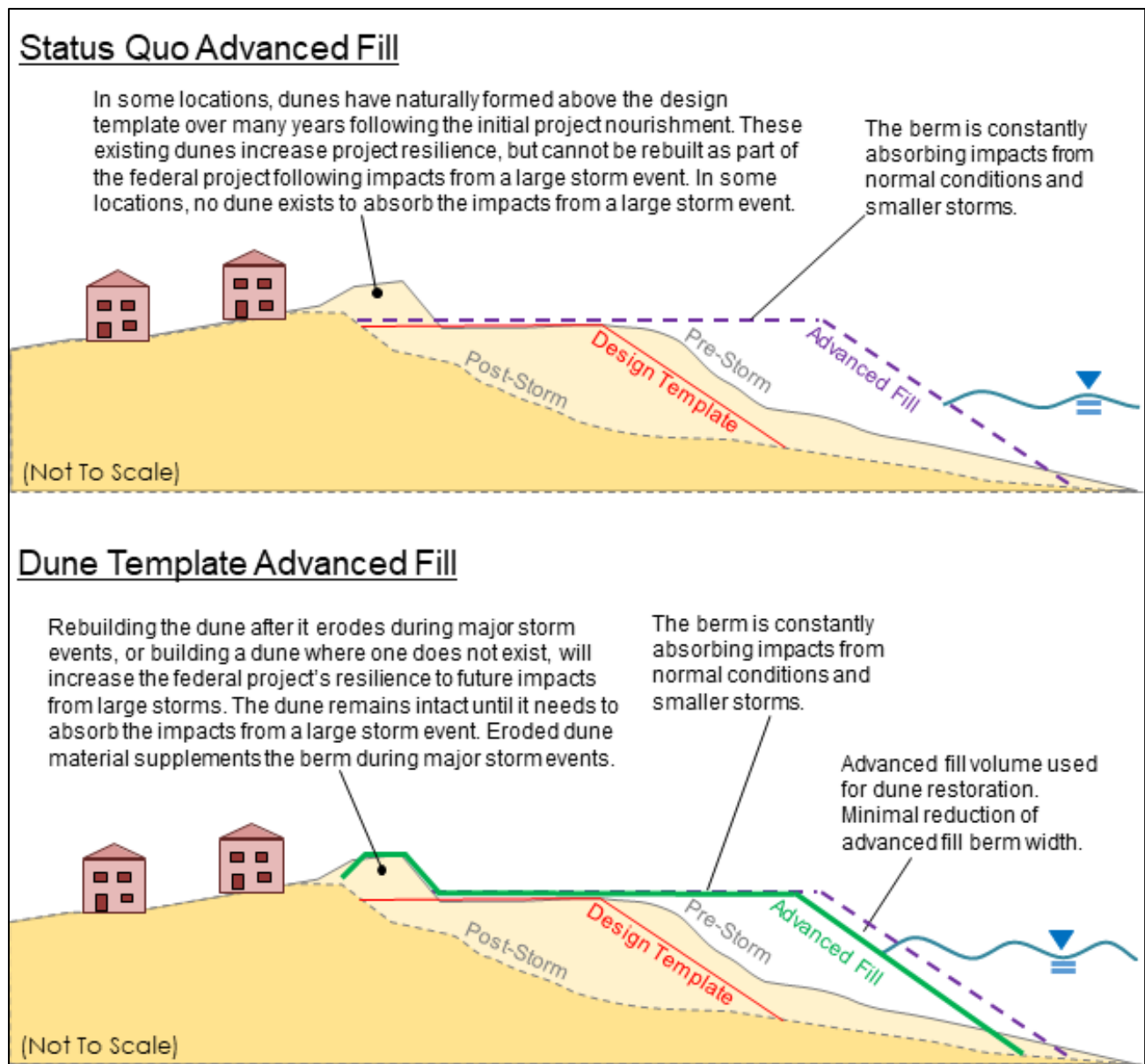


Figure 9. Adapted Advanced Fill Nourishment Template to include a Dune.

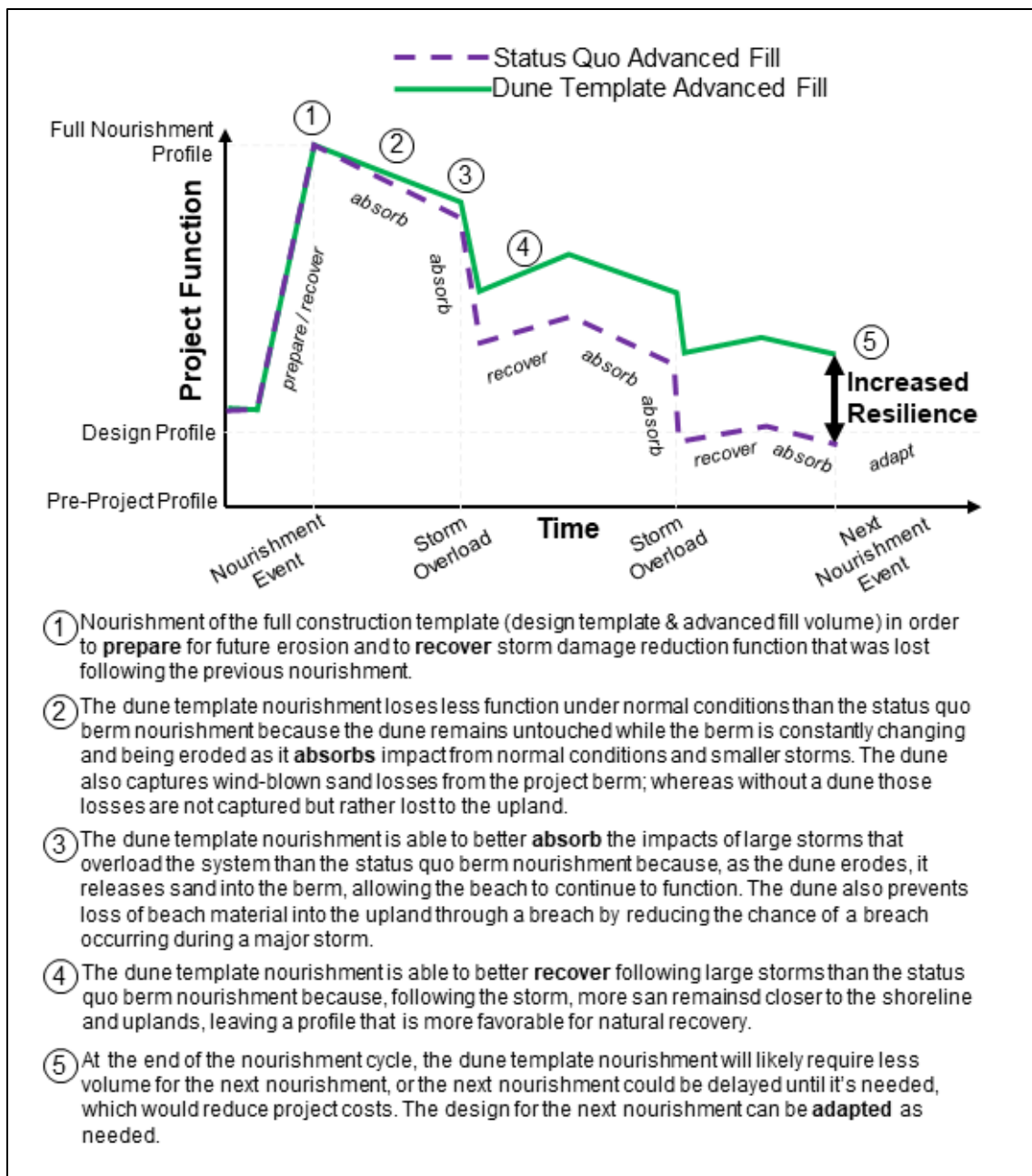


Figure 10. Resilience Profile Demonstrating How a Dune Contributes to Increased Resilience.

For this SEA, a generalized dune template was developed for comparison to the existing construction template. This shape could be based on existing dunes for projects where such dunes have been shown to provide benefits. In other cases, the design could be a modification of existing dunes or based on adjacent beaches where dunes exist. The Corps also analyzed vegetation only and sand fencing design alternatives,

which can enhance dune stability and accretion rates with minimal effort and cost. Pedestrian access modifications, vehicle access modifications, and outfall pipe modifications were also considered.

4.1.1 Alternative 1: Dune Construction with Vegetation.

The presence of dunes is essential if a beach is to remain stable and able to accommodate the stress from unpredictable storms and extreme conditions of wind, wave, and elevated sea surfaces. Dunes maintain a sand repository that, during storms, provides sacrificial sand before structures would be damaged. The dune system provides a measure of public safety and property protection. Proper vegetation on dunes increases sand-erosion resistance by binding the sand together via extensive root masses penetrating deep into the sand. Further, such vegetation promotes dune growth through its sand-trapping action when significant wind action transports substantial quantities of sand. This measure would include placement of beach-compatible material from upland, offshore, or other sources, in a dune feature adjacent to any existing dune. Vegetation would be planted after placement of the dune material, as needed.

4.1.2 Alternative 2: Vegetation Only.

Dunes currently present in the project area with no vegetation planted will need to be stabilized with vegetation. Refer to **subsection 4.1.1** for more information on dune stabilization with vegetation.

4.1.3 Alternative 3: Sand Fencing.

The installation of sand fencing helps to support sand dune growth by trapping and collecting wind-driven sand.

4.1.4 Alternative 4: Pedestrian Access Modifications.

Pedestrian access modifications could include signage encouraging beachgoers to stay off dunes and to use designated access points, rope fencing to keep people out of the dunes, or constructing dune walkovers to allow beach access without impacting the dune. These measures prevent dune vegetation and the dune itself from being trampled and degraded by foot traffic, which could reduce the function of the dune.

4.1.5 Alternative 5: Vehicle Access Modifications.

Vehicle access modifications could include changing the angle at which the vehicle access cuts through the dune so that, during a storm, the gap through the dune would erode in on itself. Mats or ramps could be used to allow vehicles to drive over the dune and prevent the degradation of the dunes in these areas. Sand stockpile areas could be

designated for filling in the dune gaps when a storm is approaching (see **Appendix C** for images of sand stockpile areas).

4.1.6 Alternative 6: Outfall Pipe Modifications.

Storm water outfall pipes that intersect dunes and release storm water onto the dune footprint could be modified with revetment sections, or the pipes could be re-routed in order to prevent degradation of the dune in these areas caused by outfall scour.

4.1.7 No-action Alternative (Status Quo).

The existing dune system would not be modified or a new dune system would not be constructed. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed under prior NEPA documents specific to each project.

4.2 Dune Vegetation.

Proper vegetation on dunes increases sand erosion resistance by binding the sand together via extensive root masses penetrating deep into the sand. Further, such vegetation promotes dune growth through its sand-trapping action when significant wind action transports substantial quantities of sand.

4.2.1 Alternative 1: Dune Construction with Vegetation.

Vegetation would be planted after placement of the dune material, as needed. Planted vegetation would expand either by rhizome or seed, and would result in a fully vegetated dune system. A limited amount of natural recruitment is expected.

4.2.2 Alternative 2: Vegetation Only.

Vegetation would only be planted as needed on dunes. Planted vegetation would expand either by rhizome or seed, and would result in a fully vegetated dune system. A limited amount of natural recruitment is expected.

4.2.3 Alternative 3: Sand Fencing.

There will be no impact to vegetation due to sand fencing.

4.2.4 Alternative 4: Pedestrian Access Modifications.

There will be no impact to dune vegetation due to pedestrian access modifications.

4.2.5 Alternative 5: Vehicle Access Modifications.

There will be no impact to dune vegetation due to vehicle access modification. Sand stockpile areas which may be designated for filling in the dune gaps when a storm is approaching will not be placed onto the dune vegetation. (See **Appendix C** for images of sand stockpile areas.)

4.2.6 Alternative 6: Outfall Pipe Modifications.

There will be no impact to dune vegetation due to outfall pipe modifications.

4.2.7 No-action Alternative (Status Quo).

There would be less dune vegetation if the proposed dune systems were not constructed or modified. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.3 Threatened and Endangered Species.

The USACE has determined that placement of sand on the Federally authorized projects may affect nesting sea turtles and may affect, but is not likely to adversely affect, the piping plover, red knot, and Anastasia beach mouse. All placement activities would be performed in compliance with the terms and conditions of the Statewide Programmatic Biological Opinion (2015) and the Programmatic Piping Plover Biological Opinion (2013) issued by the U.S. Fish and Wildlife Service (USFWS). The USACE final determination relative to project impacts as well as the need for reasonable and prudent measures is subject to consultation with the USFWS.

4.3.1 Nesting Sea Turtles, Piping Plover, Red Knot, Beach Mouse, and Gopher Tortoises.

The placement of sand into a dune system may affect nesting sea turtles by altering the beach face, resulting in potential adverse impact to nesting and hatching success (including effects from grade changes, sediment material, compaction, escarpment formation, and artificial lighting during construction). Compatibility of off-shore borrow areas with the native beach is one of the requirements of the 2015 USFWS Statewide Programmatic Biological Opinion (SPBO), which states that “beach-compatible fill shall be placed on the beach or in any associated dune system. Beach-compatible fill must be sand that is similar to a native beach in the vicinity of the site that has not been affected by prior sand placement activity. The fill material must be similar in both coloration and grain size distribution to that native beach. Beach-compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system. Fill material shall comply

with FDEP requirements pursuant to the Florida Administrative Code (FAC), subsection 62b-41.008 (1)(k) 4.b. If a variance is requested from FDEP, the USFWS must be contacted to discuss whether the project falls outside of the biological opinion. A quality control plan shall be implemented pursuant to FAC rule 62b-41.008(1) (k) 4.b.”

The placement of sand into a dune system may affect, but is not likely to adversely affect, the piping plover and red knot. Effects may include the disturbance of normal activities such as feeding and roosting during construction; degradation of wintering habitat or habitat used during migration by altering the natural sediment composition; and depressing the invertebrate base in some areas. For eroded beaches, sand placement may also have a beneficial effect on the habitat’s ability to support the plover and the knot. Placement activities for a dune system would be performed in compliance with biological opinions issued by the USFWS, and this includes the use of compatible fill material that has been evaluated in prior NEPA documents.

The placement of sand into a dune system may modify beach mouse habitat resulting in a may affect, but is not likely to adversely affect the beach mouse. Dune construction in St. Johns County would only occur in areas where dunes do not currently exist or if existing dunes were significantly damaged or altered. In accordance with the 2015 SPBO reasonable and prudent measures, beach mouse habitat will be avoided to the maximum extent possible when selecting sites for access corridors, storage, and staging of equipment. Beach-quality sand for beach mouse burrow construction shall be used for sand placement. Measurements to minimize impacts to the beach mouse may be minimized or avoided through monitoring and relocation conducted by permitted personnel.

Per Florida Fish and Wildlife Conservation Commission’s (FWC) gopher tortoise permitting guidelines, if gopher tortoises are located in the dune system of the project site, a 25-foot buffer zone in all directions from the mouth of the burrow will be placed around burrows prior to construction to avoid impacts to the burrows. If gopher tortoises must be relocated, coordination with FWC will also be implemented per the FWC gopher tortoise permitting guidelines (FWC 2008; Revised 2017).

4.3.2 Alternative 1: Dune Construction with Vegetation.

Impacts to threatened and endangered species as a result of dune construction with vegetation will be minimal. *Sea Turtles*: During construction activity to build the dunes and plant the vegetation, nesting of sea turtles may be minimized in these locations. Management measures like dune creation/remediation are opportunities to protect natural habitat for sea turtles, shore birds, etc. The presence of dunes is a benefit that will absorb beachfront lighting. Beachfront lighting is a deterrent for sea turtles nesting on the beach. It is also a constraint in causing hatchlings to become disoriented when they emerge from the nest chamber. *Anastasia Beach Mouse*: Prior to the construction period, beach mouse surveys would need to be conducted on existing dunes in the designated dune habitat

of the St. Johns County SPP. *Gopher Tortoise*: Additionally, gopher tortoise surveys would need to be conducted in existing dunes prior to construction.

4.3.3 Alternative 2: Vegetation Only.

There would be minimal impact to threatened and endangered species planting vegetation in already constructed dunes.

4.3.4 Alternative 3: Sand Fencing.

Impacts to threatened and endangered species will be minimal as a result of the installation of sand fencing to help support sand dune growth by trapping and collecting wind-driven sand. The barrier created by the sand fencing causes an accretion of sand to build up over a period of time.

Management measures like sand fencing are opportunities to protect natural habitat for sea turtles, shore birds, etc. While some natural functions, such as sea turtle nesting, may be disrupted during construction activities, there is an opportunity for long-term benefits in preserving the beach habitat through the use of sand fencing.

4.3.5 Alternative 4: Pedestrian Access Modifications.

Impacts to threatened and endangered species as a result of pedestrian access modifications will be minimal. An increase in foot traffic through these access points during nighttime hours may increase and deter sea turtles from nesting in these areas. However, the benefit of these access points is that pedestrians will have more localized areas to access the beach instead of walking onto the beach from unspecified locations.

4.3.6 Alternative 5: Vehicle Access Modifications.

Impacts to threatened and endangered species as a result of vehicle access modifications will be minimal. Usage of these vehicle access points will be limited to those agencies that need access to the beach area (e.g., public works).

4.3.7 Alternative 6: Outfall Pipe Modifications.

Impacts to threatened and endangered species as a result of storm water outfall pipe modifications would include a minor increase in beach habitat and would reduce erosion. During storm events, sea turtle nests that are in these locations will be washed out. However, management measures like outfall pipe modifications are necessary and are an opportunity for achieving long-term benefits in preserving the beach habitat for nesting sea turtles.

4.3.8 No-action Alternative (Status Quo).

There would be less habitat for threatened and endangered species if the proposed dune system were not constructed or modified. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed under prior NEPA documents specific to each project.

4.4 Migratory Birds.

The placement of sand for a dune system would result in minor short-term effects on migratory birds. Appropriate monitoring and protection measures would be required during the nesting season to ensure that construction activities remain compliant with the Migratory Bird Treaty Act and do not result in the destruction of eggs, chicks, or adult birds.

During the placement of sand on the beach there may be some interruption of foraging and resting activities for shorebirds that utilize the project area. This impact would be short-term and limited to the immediate area of disposal and time of construction. There would be sufficient beach area north and south of the renourishment sites that can be used by the displaced birds while construction takes place. Increased foraging opportunities for some species, such as sea gulls, may also occur as a result of the discharge activity. Elevated turbidity levels within the immediate vicinity of the discharge site may interfere with foraging by sight feeders such as the brown pelican (*Pelecanus occidentalis*). However, increased turbidity levels would be limited to a small portion of the shoreline and should not result in significant impacts to foraging activities.

4.4.1 Alternative 1: Dune Construction with Vegetation.

Impacts to migratory birds during dune construction with planting of vegetation will be minimal and limited to during this construction period. Management measures like dune construction with vegetation is an opportunity for long-term benefits in preserving the beach habitat for migratory shorebirds.

4.4.2 Alternative 2: Vegetation Only.

Impacts to migratory birds during planting of vegetation will be minimal and limited to the planting activity. Management measures like planting of vegetation is an opportunity for long-term benefits in preserving the beach habitat for migratory shorebirds.

4.4.3 Alternative 3: Sand Fencing.

Impacts to migratory birds during construction of sand fencing will be minimal and limited to the construction period.

4.4.4 Alternative 4: Pedestrian Access Modifications.

Impacts to migratory birds during construction of pedestrian access points will be minimal and limited to during this construction period.

4.4.5 Alternative 5: Vehicle Access Modifications.

Impacts to migratory birds during construction of vehicle access points will be minimal and limited to during this construction period.

4.4.6 Alternative 6: Outfall Pipe Modifications.

Impacts to migratory birds during construction of outfall pipe modifications will be minimal and limited to during this construction period.

4.4.7 No-action Alternative (Status Quo).

There would be less habitat for migratory bird species if the proposed dune system were not constructed or modified. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed under prior NEPA documents specific to each project.

4.5 Other Wildlife Resources.

The placement of sand for the dune system would result in minor short-term effects on other wildlife resources. Sand placement activities would result in sedimentation and temporary turbidity which would affect macroinvertebrates (e.g., arthropods [sand fleas] and mollusks [clams]) that inhabit the beach. Recovery should occur in phase with normal seasonal recruitment patterns documented for the project area (Lacharmoise et al).

Nelson (1989) reviewed the literature on the effects of beach nourishment projects on sand beach fauna and concluded that minimal biological effects resulted from beach renourishment. Nelson reviewed several studies on the most common beach invertebrates of the southeastern U.S., including the mole crab (*Emerita talpoida*), the surf clam, (*Donax sp.*) and the ghost crab (*Ocypode quadrata*). None of the studies cited by Nelson (1989) showed significant or lasting impacts to any of the above species resulting from beach nourishment. Hackney et al. (1996) provide a more recent review of the effects of beach restoration projects on beach infauna in the southeastern U.S. They also reviewed studies on the above species and agree with the conclusions set forth by Nelson (1989), with the suggestion that construction should take place in winter months to minimize potential effects, and that the sand used should be a close match to native beach sand. In review of past studies, there was a considerable short-term reduction in the abundances of mole crabs, surf clams, and ghost crabs

attributable to direct burial. Recruitment and immigration were generally sufficient to re-establish populations within one year of construction. No long-term adverse effects are anticipated to the intertidal macroinfaunal community due to placement activities (Deis et al. 1992, Nelson 1985, Gorzelany 1983).

4.5.1 Alternative 1: Dune Construction with Vegetation.

Impacts to other wildlife resources during construction of dunes and planting of vegetation will be minimal. Re-establishment of populations is anticipated within one year of construction. Management measures like dune construction with planting of vegetation is an opportunity for long-term benefits in preserving the beach habitat and decreasing threats for wildlife resources.

4.5.2 Alternative 2: Vegetation Only.

Impacts to other wildlife resources during the planting of vegetation only will be minimal. Re-establishment of populations is anticipated within one year of construction. Management measures like vegetation planting on the dunes is an opportunity for long-term benefits in preserving the beach habitat and decreasing threats for wildlife resources.

4.5.3 Alternative 3: Sand Fencing.

Impacts to other wildlife resources during construction of sand fencing will be minimal. Management measures like sand fencing is an opportunity for long-term benefits in preserving the beach habitat and decreasing threats to wildlife resources.

4.5.4 Alternative 4: Pedestrian Access Modifications.

Impacts to other wildlife resources during construction of pedestrian access points will be minimal. Re-establishment of populations is anticipated within one year of construction.

4.5.5 Alternative 5: Vehicle Access Modifications.

Impacts to other wildlife resources during construction of vehicle access points will be minimal. Re-establishment of populations is anticipated within one year of construction.

4.5.6 Alternative 6: Outfall Pipe Modifications.

Impacts to other wildlife resources during construction of outfall pipe modifications will be minimal.

4.5.7 No-action Alternative (Status Quo).

There would be less habitat for other wildlife resources if the proposed dune system were not constructed or modified. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed under prior NEPA documents specific to each project.

4.6 Cultural, Historic, and Archaeological Resources.

The placement of sand for the dune system in areas of constructed shoreline protection projects will not result in adverse effects to cultural, historic, and archaeological resources. Each of the projects has been subject to prior nourishment within the proposed footprints. The extent of the shoreline within the projects is a product of the shoreline protection projects. The proposed sand placement activities fall within areas that are exposed beach, the surf zone, and water in historic aerial photography and maps. The dunes in Duval and St. Johns counties are a result of the shoreline protection projects and management by non-Federal actors.

The projected benefits of this project would protect cultural resources on the landward side of the dunes from erosion and wave attack. The potential increased resiliency of the shoreline may provide an additional benefit by requiring fewer sand borrowing events, reducing the potential to affect cultural resources by dredging or sand mining. By matching the existing and historic dune levels in each Shoreline Protection Project, there is no significant change to the viewshed.

4.6.1 Alternative 1: Dune Construction with Vegetation.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.2 Alternative 2: Vegetation Only.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.3 Alternative 3: Sand Fencing.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.4 Alternative 4: Pedestrian Access Modifications.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.5 Alternative 5: Vehicle Access Modifications.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.6 Alternative 6: Outfall Pipe Modifications.

This alternative has no adverse effects to cultural, historic, and archaeological resources if final plans include previously established buffer zones, as defined in past coordination.

4.6.7 No-action Alternative (Status Quo).

There would be no effect to cultural, historic, and archaeological resources if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.7 Water Quality.

The placement of sand within the proposed project areas would result in minor short-term effects on water quality (i.e. temporary turbidity in nearshore waters). Turbidity would be monitored per State permit requirements.

4.7.1 Alternative 1: Dune Construction with Vegetation.

Impacts of water quality from turbidity during construction of dunes will be minimal. Turbidity would be monitored per State permit requirements. There will be no effect from water quality during the planting of vegetation.

4.7.2 Alternative 2: Vegetation Only.

There will be no effect from water quality during the planting of vegetation.

4.7.3 Alternative 3: Sand Fencing.

There will be no effect from water quality during construction of sand fencing.

4.7.4 Alternative 4: Pedestrian Access Modifications.

There will be no effect from water quality during the construction of pedestrian access points.

4.7.5 Alternative 5: Vehicle Access Modifications.

There will be no effect from water quality during the construction of vehicle access points.

4.7.6 Alternative 6: Outfall Pipe Modifications.

There will be no effect from water quality during the construction of outfall pipe modifications.

4.7.7 No-action Alternative (Status Quo).

There would be no effect to water quality if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.8 Aesthetic Resources.

The aesthetics of the construction of a dune system would be temporarily adversely impacted during construction due to the presence of construction equipment on the beach. Increases to the noise level will be a result of the construction activities and will be localized and minor. There will only be a temporary reduction in aesthetics and no expectation of adverse effect to the environment as a result of construction-related noise. Aesthetics of the sand source locations would also experience temporary adverse impacts due to the presence of dredge equipment during construction. The long-term impact is the possibility of viewshed being affected by the construction of the dunes.

4.8.1 Alternative 1: Dune Construction with Vegetation.

The construction activity associated with building a dune system with planting of vegetation would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. The long-term impact is the possibility of the viewshed being affected by building the dunes or by closing gaps in existing dunes. Some gaps would be permanently closed with sand as part of the proposed design template (please refer to Appendix C for gap closure locations and recommendations). Gaps that are not permanently closed may be temporarily closed with stockpiled sand in order to help protect infrastructure when a storm is approaching.

In this case, the storm would be expected to erode the dune system requiring reconstruction and revegetation of the dune. Temporary gap closure as well as post-storm reconstruction and revegetation would result in a long-term, but not a permanent effect on the viewshed. Stockpiled sand, for storm related emergencies, would be located near existing gaps in dunes and would have a minor long-term effect on the viewshed. The placement of sand for the construction of dunes would reduce the risk of damage to shoreline infrastructure (buildings and parks) and should generally improve the appearance of these locations. Management measures like dune construction with vegetation is an opportunity for long-term benefits in preserving the beach habitat and to maintain the quality of the environment for human and natural use.

4.8.2 Alternative 2: Vegetation Only.

The construction activity associated with planting of vegetation only would result in minor short-term effects on aesthetics.

4.8.3 Alternative 3: Sand Fencing.

The construction activity associated with constructing sand fencing would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. Overtime, sand fencing may become buried by accreting sand or hidden by vegetation. The fencing is expected to have a minor long-term effect on the viewshed. Management measures like sand fencing is an opportunity for long-term benefits in preserving the beach habitat and to maintain the quality of the environment for human and natural use.

4.8.4 Alternative 4: Pedestrian Access Modifications.

The construction activity associated with constructing pedestrian access points would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. The long-term impact is the possibility of pedestrian access points increasing foot traffic in an area that was not previously walked through and may cause a disturbance to the residents.

4.8.5 Alternative 5: Vehicle Access Modifications.

Vehicle access modifications may include changing the angle or elevation of the cuts through the dune. Mats or ramps could be used to allow vehicles to drive over the dune. The construction activity associated with constructing vehicle access points would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. Long-term impacts would include angle or elevation changes in existing cuts through dunes, the use of mats or ramps to drive over the dune, and the possibility of increased vehicle traffic entering and exiting the vehicle access locations.

4.8.6 Alternative 6: Outfall Pipe Modifications.

The construction activity associated with outfall pipe modifications would result in minor short-term effects on aesthetics due to construction equipment on the beach and construction-related noise. The benefit of stormwater outfall pipe modifications is that since they intersect dunes and release storm water onto the dune footprint the outfall pipes could be modified with revetment sections or the pipes could be re-routed in order to prevent degradation of the dune in these areas caused by outfall scour.

4.8.7 No-action Alternative (Status Quo).

There would be an effect to aesthetic resources if the proposed dune system were not constructed. Otherwise the effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.9 Recreation Resources.

The placement of sand would result in minor short-term effects on recreational opportunities. Construction activity would temporarily disrupt recreation; however, access to a portion of the beaches would continue to be possible.

4.9.1 Alternative 1: Dune Construction with Vegetation.

Impacts to recreation during dune construction with planting of vegetation will be minimal and limited to during this construction period. Some gaps in existing dunes would be permanently closed with sand as part of the proposed design template. This would result in a long-term effect on recreation by limiting beach access (please refer to Appendix C for gap closure locations and recommendations). Gaps in existing dunes may also be temporarily closed with stockpiled sand in order to help protect infrastructure when a storm is approaching. In this case, the storm would be expected to erode the dune system requiring reconstruction and revegetation of the dune. Temporary gap closure as well as post storm reconstruction and revegetation would have a long-term, but not a permanent effect on recreation. Stockpiled sand, for storm related emergencies, would be located near existing gaps in dunes and would have a long-term minor effect on recreation. The placement of sand for the construction of dunes would preserve and protect many recreational opportunities.

4.9.2 Alternative 2: Vegetation Only.

Impacts to recreation during planting of vegetation will be minimal and limited to during this construction period.

4.9.3 Alternative 3: Sand Fencing.

Impacts to recreation during construction of sand fencing will be minimal and limited to during this construction period.

4.9.4 Alternative 4: Pedestrian Access Modifications.

Impacts to recreation during construction of pedestrian access modifications will be minimal and limited to during this construction period.

4.9.5 Alternative 5: Vehicle Access Modifications.

Impacts to recreation during construction of vehicle access modifications will be minimal and limited to during this construction period. Proposed modifications include changes in the angle or elevation of the cuts through the dune. Mats or ramps could be used to allow vehicles to drive over the dune.

4.9.6 Alternative 6: Outfall Pipe Modifications.

Impacts to recreation during construction of outfall pipe modifications will be minimal and limited to during this construction period.

4.9.7 No-action Alternative (Status Quo).

There would be a minor effect to recreation resources if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.10 Hazardous, Toxic, and Radioactive Waste.

There are no known hazardous, toxic, or radioactive wastes in the dune systems that would be affected by the chosen alternative actions. There is a potential for hydrocarbon spills with dredging and construction equipment in the area, but accident and spill prevention plans described in the contract specifications should prevent most spills. The no-action alternative would not create situations to cause these potential impacts.

4.10.1 Alternative 1: Dune Construction with Vegetation.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by construction of dunes with planting of vegetation.

4.10.2 Alternative 2: Vegetation Only.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by planting of vegetation.

4.10.3 Alternative 3: Sand Fencing.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by construction of sand fencing.

4.10.4 Alternative 4: Pedestrian Access Modifications.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by pedestrian access modifications.

4.10.5 Alternative 5: Vehicle Access Modifications.

There are no known hazardous, toxic, or radioactive wastes in the construction footprints that would be affected by construction of vehicle access modifications.

4.10.6 Alternative 6: Outfall Pipe Modifications.

There are no known hazardous, toxic or radioactive wastes in the construction footprints that would be affected by construction of outfall pipe modifications.

4.10.7 No-action Alternative (Status Quo).

There would be no effects associated with HTRW if the proposed dune system is not utilized. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.11 Air Quality.

The placement of sand into the dune system would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality. The short-term impact from emissions by the dredge and other construction equipment associated with the project would not significantly impact air quality. The Florida Department of Environmental Protection does not regulate marine or mobile emission sources (dredge and construction equipment) within the five counties. No air quality permits would be required for this project. These five counties are designated as attainment areas for Federal air quality standards under the Clean Water Act. Since the project is located within an attainment area EPA's General Conformity Rule to implement Section 176(c) of the Clean Air Act does not apply and a conformity determination is not required.

4.11.1 Alternative 1: Dune Construction with Vegetation.

The placement of sand into the dune system would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality. The short-term impact from emissions by the dredge and other construction equipment associated with the project would not significantly impact air quality. Planting of vegetation will have no adverse impact on air quality.

4.11.2 Alternative 2: Vegetation Only.

Planting of vegetation will have no adverse impact on air quality.

4.11.3 Alternative 3: Sand Fencing.

Construction of sand fencing will have no adverse impact on air quality.

4.11.4 Alternative 4: Pedestrian Access Modifications.

The construction of pedestrian access modifications would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality.

4.11.5 Alternative 5: Vehicle Access Modifications.

The construction of vehicle access modifications would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality.

4.11.6 Alternative 6: Outfall Pipe Modifications.

The construction of outfall pipe modifications would result in low-level emissions from the operation of the construction equipment. Exhaust emissions from the construction equipment would have a temporary effect on air quality.

4.11.7 No-action Alternative (Status Quo).

There would be no effects to air quality if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.12 Noise.

The placement of sand into the dune system would temporarily raise the noise level in the area. Noise associated with the construction of the dune activity would specifically include construction equipment (e.g., front-end loaders and trucks). Beach fill construction activity and the attendant noise impacts would occur based on each of the 5 projects specific construction allowable period. No sensitive receptor sites (e.g., hospitals) would be affected.

4.12.1 Alternative 1: Dune Construction with Vegetation.

The placement of sand into the dune system would temporarily raise the noise level in the area. Noise associated with the construction of the dune activity would specifically include construction equipment (e.g., front end loaders and trucks). Beach fill construction activity and the attendant noise impacts would occur based on each of the 5 projects specific construction allowable period. No sensitive receptor sites (e.g., hospitals) would be affected. Planting of vegetation would not impact noise levels.

4.12.2 Alternative 2: Vegetation Only.

Planting of vegetation would not impact noise levels.

4.12.3 Alternative 3: Sand Fencing.

The construction of sand fencing would temporarily raise the noise level in the area. Noise associated with the construction of the sand fencing activity would specifically include construction equipment.

4.12.4 Alternative 4: Pedestrian Access Modifications.

The construction of pedestrian access modifications would temporarily raise the noise level in the area. Noise associated with the construction of the pedestrian access modification activity would specifically include construction equipment.

4.12.5 Alternative 5: Vehicle Access Modifications.

The construction of vehicle access modifications would temporarily raise the noise level in the area. Noise associated with the construction of the vehicle access modification activity would specifically include construction equipment.

4.12.6 Alternative 6: Outfall Pipe Modifications.

The construction of outfall pipe modifications would temporarily raise the noise level in the area. Noise associated with the construction of the outfall pipe modification activity would specifically include construction equipment.

4.12.7 No-action Alternative (Status Quo).

There would be no effects associated with noise if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.13 Energy Requirements and Conservation.

Energy requirements associated with the use of constructing the dune system would be confined to the fuel used to operate construction equipment.

4.13.1 Alternative 1: Dune Construction with Vegetation.

Energy requirements associated with the use of constructing the dune system would be confined to the fuel used to operate construction equipment. Planting the vegetation would not impact energy requirements and conservation.

4.13.2 Alternative 2: Vegetation Only.

Planting the vegetation would not impact energy requirements and conservation.

4.13.3 Alternative 3: Sand Fencing.

Energy requirements associated with the use of constructing the sand fencing would be confined to the fuel used to operate construction equipment.

4.13.4 Alternative 4: Pedestrian Access Modifications.

Energy requirements associated with the use of constructing the pedestrian access modifications would be confined to the fuel used to operate construction equipment.

4.13.5 Alternative 5: Vehicle Access Modifications.

Energy requirements associated with the use of constructing the vehicle access modifications would be confined to the fuel used to operate construction equipment.

4.13.6 Alternative 6: Outfall Pipe Modifications.

Energy requirements associated with the use of constructing the outfall pipe modifications would be confined to the fuel used to operate construction equipment.

4.13.7 No-action Alternative (Status Quo).

There would be no energy requirements or opportunities for conservation if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.14 Natural or Depletable Resources

No natural energy resources occur within the proposed dune systems. Fuel is a depletable resource that would be consumed by construction equipment during construction operations. Impacts to natural resources are discussed elsewhere in this document. The use of these natural or depletable resources is not considered an unacceptable adverse impact of the proposed project.

4.14.1 Alternative 1: Dune Construction with Vegetation.

There are no impacts associated with natural energy resources within the proposed dune systems and planting of vegetation.

4.14.2 Alternative 2: Vegetation Only.

There are no impacts associated with natural energy resources due to the planting of vegetation.

4.14.3 Alternative 3: Sand Fencing.

There are no impacts associated with natural energy resources due to the construction of sand fencing.

4.14.4 Alternative 4: Pedestrian Access Modifications.

There are no impacts associated with natural energy resources due to the construction of pedestrian access modifications.

4.14.5 Alternative 5: Vehicle Access Modifications.

There are no impacts associated with natural energy resources due to the construction of vehicle access modifications.

4.14.6 Alternative 6: Outfall Pipe Modifications.

There are no impacts associated with natural energy resources due to the construction of outfall pipe modifications.

4.14.7 No-action Alternative (Status Quo).

Natural or depletable resources would not be affected if the dune systems were not utilized. Sand would not be placed within the proposed dune system. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.15 Native Americans

None of the proposed project activities for construction of the dune system occur on land belonging to Native Americans. Therefore implementation of the proposed project would not result in any impacts to Native Americans or land belonging to Native Americans.

4.15.1 Alternative 1: Dune Construction with Vegetation.

This alternative will not affect lands belonging to Native Americans.

4.15.2 Alternative 2: Vegetation Only.

This alternative will not affect lands belonging to Native Americans.

4.15.3 Alternative 3: Sand Fencing.

This alternative will not affect lands belonging to Native Americans.

4.15.4 Alternative 4: Pedestrian Access Modifications.

This alternative will not affect lands belonging to Native Americans.

4.15.5 Alternative 5: Vehicle Access Modifications.

This alternative will not affect lands belonging to Native Americans.

4.15.6 Alternative 6: Outfall Pipe Modifications.

This alternative will not affect lands belonging to Native Americans.

4.15.7 No-Action Alternative (Status Quo).

Native Americans would not be affected if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.16 Reuse and Conservation Potential.

There is no potential for reuse associated with the proposed project activities, therefore this is not applicable to the proposed action. Energy requirements for the proposed alternatives would be confined to fuel for construction equipment as stated in **subsection 4.13**.

4.16.1 No-action Alternative (Status Quo).

There would be no reuse potential if the proposed dune system were not constructed. The effects determination for the no-action alternative would revert back to other environmental effects previously reviewed and disclosed in the prior NEPA documents specific to each project.

4.17 Cumulative Impacts.

Cumulative impact is the "impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or Non-Federal) or person undertakes such other actions" (40 CFR 1508.7). A description of cumulative impacts for these projects, including descriptions of past, present, and reasonably foreseeable future actions, can be found within the NEPA reports listed in **Table 2** and are incorporated herein by reference. Reasonably foreseeable future actions include potential actions by the Counties to reconstruct dunes in the project area after future storm events, which may also include renourishment of the beach adjacent to the dunes. Reasonably foreseeable future land uses adjacent to the dunes include residential development or parks. The density of development may increase over time.

Table 14 summarizes the impact of such cumulative actions by identifying the past, present, and reasonably foreseeable future condition of the various resources which are directly or indirectly impacted by the proposed action and its alternatives. The table also illustrates the with-project and without-project condition (the difference being the incremental impact of the project). Also illustrated is the future condition with any reasonable alternatives (or range of alternatives). The temporal scope for this analysis begins with pre-development and ends when the life of each of the projects is reached. Geographic scope is limited to the project footprints and adjacent areas.

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Table 12. Summary of Cumulative Impacts.

	Past Conditions	Present (existing condition)	Future with Preferred Alternatives, Modify or develop resiliency design refinements (i.e. dune construction, dune vegetation, sand fencing, vehicle and pedestrian access modifications, and outfall pipe modifications)	No-Action Alternative (Authorized Project noted in the prior NEPA documents specific to each of the SPPs)
General Environment Effects	Prior to development, beaches were subjected to natural erosion and accretion. Beach quality sand has been placed on these beaches in the past.	General environment characteristics, including sand currently being used to nourish these beaches, are described in prior NEPA documents.	Resiliency design refinements in combination with beach nourishment events would increase the cumulative effect on the general environment. For example, construction periods would increase. However, when combined with beach nourishment events, refinements would further reduce future beach erosion. Greater erosion control would result in less damage to property and infrastructure.	Beach nourishment events would continue. Beach erosion would continue at the current rate and there would be greater risk of damage to property and infrastructure.
Dune Vegetation	Prior to development, vegetation naturally occurred within dunes and was affected by natural erosion and accretion. Development negatively impacted historical dune vegetation causing increased erosion.	Dune vegetation, if currently present, is described in prior NEPA documents.	Existing dune vegetation would be avoided to the maximum extent practicable during beach nourishment events as well as implementation of resiliency design refinements. Installation of dune vegetation would help prevent erosion. Resiliency design refinements in combination with beach nourishment events would further reduce loss of dune vegetation by reducing erosion.	Beach nourishment events would continue. Beach erosion would continue at the current rate and there would be greater risk of existing dune vegetation being lost.

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	Past Conditions	Present (existing condition)	Future with Preferred Alternatives, Modify or develop resiliency design refinements (i.e. dune construction, dune vegetation, sand fencing, vehicle and pedestrian access modifications, and outfall pipe modifications)	No-Action Alternative (Authorized Project noted in the prior NEPA documents specific to each of the SPPs)
Protected Species and Habitats Threatened and Endangered Species (nesting sea turtles, piping plover, red knot, beach mouse, gopher tortoise); Essential Fish Habitat, Migratory Birds; Other Wildlife Resources	Populations were significantly greater prior to human development. Declines are attributed to loss or degradation of habitat as well as other human related factors.	Education and enforcement of relevant laws have resulted in some population increases. Habitat has also improved in some cases due to land conservation or protection, pollution abatement, and regulatory practices.	Construction periods would increase if resiliency design refinements were implemented in addition to beach nourishment. Species that utilize beach or dune habitat may be affected. These activities would be performed in compliance with all applicable laws. Resiliency design refinements and beach nourishment would help provide beach and dune habitat.	Beach nourishment events would continue. These activities would be performed in compliance with all applicable laws. Beach erosion would continue at the current rate and there would be greater risk of existing beach and dune habitat being lost.
Cultural, Historic, and Archaeological Resources	Ongoing erosion and storm event effects have added to the degradation of cultural resources located along the shoreline and in the nearshore environment.	No known present actions are occurring in the project vicinity.	Dredge material placement may result in the stabilization of existing shorelines and minimize future erosion in some areas. Any offshore and near shore cultural resources will be avoided. The decreased frequency of nourishment reduces potential to impact resources.	Beach nourishment events would continue. Erosion and storm event effects will continue to degrade cultural resources located along the shoreline and in the nearshore environment.
Water Quality	Prior to Federal and State laws being enacted and enforced, water quality had significantly declined due to human related factors (i.e. turbidity caused by upland runoff, septic tank leachate, etc.).	Present day water quality has significantly improved due to local, State, and Federal pollution abatement programs.	Minor increases in turbidity would occur from combined beach nourishment and implementation of resiliency design refinements. All work would be performed in compliance with State Water Quality Certification/permit, as applicable.	Beach nourishment events would continue and would result in minor increases in turbidity. Work would be performed in compliance with State Water Quality Certification/permit, as applicable.

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	Past Conditions	Present (existing condition)	Future with Preferred Alternatives, Modify or develop resiliency design refinements (i.e. dune construction, dune vegetation, sand fencing, vehicle and pedestrian access modifications, and outfall pipe modifications)	No-Action Alternative (Authorized Project noted in the prior NEPA documents specific to each of the SPPs)
Aesthetics	Prior to development, natural beach and dune systems occurred. Urban development along the shoreline has affected the aesthetics of these project areas.	Continued urban development along the shoreline has affected the aesthetics of project areas.	There would be an increased impact to aesthetics during construction if resiliency design refinements were implemented in addition to beach nourishment events. These combined activities, however, would further reduce erosion thereby improving the viewshed.	Beach nourishment events would continue and would result in impacts to aesthetics during construction. Greater erosion rates would adversely affect the viewshed if resiliency design refinements were not implemented.
Recreation	Opportunities for beach recreation have been affected by shoreline development as well as storm induced erosion.	Numerous beach access routes have been established. However, opportunities for recreation are at risk due to erosion, or loss of beach area.	Beach nourishment events when combined with resiliency design refinements would increase construction periods, which would adversely affect beach recreation. However, access to a portion of the beaches would continue to be possible, and erosion of recreational areas would be reduced.	Beach nourishment events would continue and would result in impacts to beach recreation during construction. Greater erosion rates would adversely affect recreational areas if resiliency design refinements were not implemented.
Hazardous, Toxic, and Radioactive Waste (HTRW)	There are no known HTRW locations in the project areas.	There are no known HTRW locations in the project areas.	There should be no risk of encountering HTRW in the project areas.	Beach nourishment events would continue. There should be no risk of encountering HTRW in the project areas.
Air Quality	Prior to development, air quality was only occasionally affected by natural events. Development resulted in a decline of air quality.	Present day air quality has significantly improved due to local, State, and Federal pollution abatement programs. The project areas remain in attainment with air quality criteria.	There would be an increased impact to air quality during construction if resiliency design refinements were implemented in addition to beach nourishment events.	Beach nourishment events would continue and would result in impacts to air quality during construction.
Noise	Prior to development, noise was created by natural sources. Noise levels have likely remained unchanged for some time due to the urbanized environment.	Noise levels continue to be typical for these urbanized project areas.	Beach nourishment events when combined with resiliency design refinements would increase construction periods and associated noise.	Beach nourishment events would continue and noise generated by construction activities would also continue.

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	Past Conditions	Present (existing condition)	Future with Preferred Alternatives, Modify or develop resiliency design refinements (i.e. dune construction, dune vegetation, sand fencing, vehicle and pedestrian access modifications, and outfall pipe modifications)	No-Action Alternative (Authorized Project noted in the prior NEPA documents specific to each of the SPPs)
Energy Requirements and Conservation	Past beach nourishment in the project areas required insignificant uses of energy.	Beach nourishment continues to require insignificant uses of energy.	Beach nourishment events when combined with resiliency design refinements would require insignificant energy.	Beach nourishment events would continue and would require insignificant energy.
Natural or Depletable Resources	Past beach nourishment in the project areas required the use of sand, which is a depletable natural resource.	Present day beach nourishment in the project areas requires the use of sand, which is a depletable natural resource.	Beach nourishment events and construction of dunes would require sand, and would contribute to the depletion of sand sources.	Beach nourishment events would continue and would require sand, which is a depletable natural resource.
Native Americans	There are no Native American lands in the project area.	There are no Native American lands in the project area.	There are no Native American lands in the project area.	There are no Native American lands in the project area.
Reuse and Conservation Potential	There is no potential for reuse associated with the proposed project activities.	There is no potential for reuse associated with the proposed project activities.	There is no potential for reuse associated with the proposed project activities.	There is no potential for reuse associated with the proposed project activities.

4.18 Irreversible and Irretrievable Commitment of Resources.

4.18.1 Irreversible Commitment.

An irreversible commitment of resources is one in which the ability to use and/or enjoy the resource is lost forever. As previously stated, sand is a depletable resource; therefore, the transfer of this sand from offshore borrow areas or an upland sand source by truck haul to the dune system is considered an irreversible commitment of resources.

4.18.2 Irretrievable Commitment.

An irretrievable commitment of resources is one in which, due to decisions to manage the resource for another purpose, opportunities to use or enjoy the resource as they presently exist are lost for a period of time. Typically, it refers to the use of renewable resources, including human effort, and to other utilization opportunities foregone in favor of the proposed action.

The project would result in the temporary loss of macrofauna habitat and associated fauna within the dune system. This is an irretrievable loss because macrofauna habitat will redevelop and fauna will reoccupy the affected areas following construction.

4.19 Unavoidable Adverse Environmental Effects.

Most of the beach sand infauna (e.g., sand fleas) will be unavoidably lost as a result of sand placement activities. However, these losses are not expected to have a long-term, significant adverse impact on the surrounding environment since infauna outside of the fill areas and borrow areas will recolonize the disturbed sandy areas within one to three seasons after construction, respectively, and changes in macroinfaunal community assemblages should result in a minimal loss of productivity.

4.20 Local Short-term Uses and Maintenance/Enhancement of Long-term Productivity.

Shoreline protection using beach quality material with periodic nourishment is an ongoing effort. Beach nourishment projects have a temporary and short-term impact on local offshore and nearshore biological resources. Most motile organisms (fishes, crabs, and some sand dwelling organisms) within the borrow area and nearshore zone should be able to escape these areas during construction. Some less-motile individuals that are unable to escape from construction will be lost, but are expected to recolonize after project completion. Short-term reductions in primary productivity and reproductive and feeding success of invertebrate species and fish are expected.

4.21 Indirect Effects.

There is relatively limited opportunity for future development. No additional development along these shorelines is anticipated to occur.

4.22 Compatibility with Federal, State, and Local Objectives.

The Federal objective is to contribute to national economic development consistent with protecting the nation's environment, pursuant to national environmental statutes, applicable executive orders, and other Federal planning requirements. Federal planning concerns other than economic include environmental protection and enhancement, human safety, social wellbeing, and cultural and historical resources. Federal, state and county objectives include (1) the reduction of expected storm damages through beach nourishment and other project alternatives; (2) maintaining beaches as suitable recreational areas; (3) maintaining suitable beach habitat for nesting sea turtles, invertebrate species, and shorebirds; (4) maintaining commerce associated with beach recreation in these five counties; and (5) avoidance or minimization of adverse impacts to sensitive environmental marine resources along the project area. The proposed project activity is consistent with Federal and local objectives and with the State's Coastal Zone Management Plan.

4.23 Conflicts and Controversy.

There are no known conflicts or controversy associated with modifying or developing the proposed dune systems for each of the five counties. The State of Florida's approval for modifying or developing dune systems for each of the five counties will be obtained through the Florida Department of Environmental Protection Water Quality Certification Permit, if one is not in currently in place.

4.24 Uncertain, Unique, or Unknown Risks.

There are no uncertain, unique or unknown risk associated with modifying or developing the proposed dune systems for each of the five currently Federal authorized projects.

4.25 Precedent and Principle for Future Actions.

The proposed activities are consistent with, and/or adaptations of, prior permitted activities conducted by the Corps. These include prior beach nourishments and periodic nourishment along the projects.

4.26 Environmental Commitments.

The Corps commits to avoiding, minimizing, or mitigating for adverse effects during construction activities by including the following commitments in the contract specifications:

1. Protective measures for threatened and endangered species shall be enforced in accordance with the USFWS Statewide Programmatic Biological Opinion (2015), the USFWS Programmatic Piping Plover Biological Opinion (2013), and the State permit.
2. All water quality terms and conditions of the State permit shall be implemented.

3. Migratory birds (adult birds, eggs and chicks) shall be protected during construction activities.
4. Essential Fish Habitat will not be impacted by the proposed design modifications (**Table 3** through **Table 7** and **Appendix C**).
5. In the event that cultural resources are discovered, then protective measures shall be utilized.
6. Air emissions such as vehicular exhaust and dust shall be controlled.
7. The contracting officer would notify the contractor in writing of any observed noncompliance with Federal, State, or local laws or regulations, permits and other elements of the contractor's Environmental Protection Plan.
8. The contractor would train his personnel in all phases of environmental protection.
9. The environmental resources within the project boundaries and those affected outside the limits of permanent work would be protected during the entire period of work.
10. An oil spill prevention plan shall be required.

4.27 Compliance with Environmental Requirements.

4.27.1 National Environmental Policy Act of 1969.

Environmental information on the project has been compiled and this Supplemental Environmental Assessment (SEA) has been prepared. Additionally, the NEPA documents referenced in **Table 2** are incorporated herein by reference. A scoping letter on the placement of sand within the dune system was mailed out to all Federal, State, and local agencies on December 3, 2018. The Corps will issue a Notice of Availability (NOA) for the review of the SEA and proposed Finding of No Significant Impact (FONSI) to stakeholders.

4.27.2 Endangered Species Act of 1973.

The proposed work would be performed in accordance with the USFWS Statewide Programmatic Biological Opinion (2015) and the USFWS Programmatic Piping Plover Biological Opinion P³BO (2013). A consultation letter will be sent to the USFWS with this SEA to document determination of effect and use of the SPBO and P³BO. This project shall be fully coordinated under the Endangered Species Act and is therefore, in full compliance with the Act.

4.27.3 Fish and Wildlife Coordination Act of 1958.

The proposed action is being coordinated with the USFWS through NEPA scoping and ESA consultation. This project is in full compliance with the Act.

4.27.4 National Historic Preservation Act of 1966 (Inter Alia).

The consultation with SHPO and interested Tribes is complete for the proposed action. This project has been fully coordinated under the National Historic Preservation Act of 1966 by letter dated June 14, 2019 (Appendix B) and is therefore in full compliance with the Act.

4.27.5 Clean Water Act of 1972.

A Section 401 water quality certification has been issued by the Florida Department of Environmental Protection for Nassau, Duval, St. Johns, and Brevard counties Shore Protection Projects, and if necessary, shall be modified to include the proposed design modifications. All State water quality standards shall be met. A Section 404 (b) evaluation was included in the prior NEPA documents and has been determined to be sufficient because the dune construction and other design refinements would occur within the federally authorized project footprint. These projects are in full compliance with this Act.

4.27.6 Clean Air Act of 1972.

No air quality permits would be required for these projects. These projects have been coordinated with U.S. Environmental Protection Agency (EPA) and are in compliance with Section 309 of the Act.

4.27.7 Coastal Zone Management Act of 1972.

A Federal consistency determination in accordance with 15 CFR 930 Subpart C is included in this report as Appendix A. The proposed work shall be coordinated with the FDEP. The projects are in full compliance with this Act.

4.27.8 Farmland Protection Policy Act of 1981.

No prime or unique farmland should be impacted by implementation of these projects. This act is not applicable.

4.27.9 Wild and Scenic River Act of 1968.

No designated Wild and Scenic river reaches would be affected by project related activities. This act is not applicable.

4.27.10 Marine Mammal Protection Act of 1972

Marine mammals will not be impacted by the proposed design modifications (**Table 3** through **Table 7** and **Appendix C**) for the projects.

4.27.11 Estuary Protection Act of 1968.

No designated estuaries would be affected by these project activities. This act is not applicable.

4.27.12 Federal Water Project Recreation Act.

The principles of the Federal Water Project Recreation Act, (Public Law 89-72) as amended, have been fulfilled by complying with the recreation cost-sharing criteria as outlined in Section 2 (a), paragraph (2).

4.27.13 Submerged Lands Act of 1953.

These projects would occur on submerged lands of the State of Florida. These projects shall be coordinated with the State and are in full compliance with the Act.

4.27.14 Coastal Barrier Resources Act and Coastal Barrier Improvement Act of 1990.

There are no designated coastal barrier resources in the project areas that would be affected by this project. These Acts are not applicable.

4.27.15 Rivers and Harbors Act of 1899.

The proposed work would not obstruct or alter any navigable water of the United States. No dunes or other design refinement modifications are seaward of the Mean High Water Line. There are no impacts to navigation. These projects are in full compliance with the Act.

4.27.16 Anadromous Fish Conservation Act.

Anadromous fish species would not be affected. This Act is not applicable.

4.27.17 Migratory Bird Treaty Act and Migratory Bird Conservation Act.

Protective measures shall be implemented so that no migratory birds would be affected by project activities. These projects are in full compliance with these acts.

4.27.18 Marine Protection, Research, and Sanctuaries Act.

The term "dumping" as defined in the Act [33 U.S.C. 1402(f)] does not apply to the disposal of material for beach nourishment or to the placement of material for a purpose other than disposal (e.g., placement of rock material as an artificial reef or the construction of artificial reefs as mitigation). Therefore, the Marine Protection, Research, and Sanctuaries Act does not apply to these project. The disposal activities addressed in referenced environmental documents have been evaluated under Section 404 of the Clean Water Act.

4.27.19 Magnuson-Stevens Fishery Conservation and Management Act.

An Essential Fish Habitat Assessment for this project is not applicable because no impacts to EFH are anticipated. However, coordination with NMFS is being implemented.

4.27.20 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The purpose of PL 91-646 is to ensure that owners of real property to be acquired for Federal and federally assisted projects are treated fairly and consistently and that persons displaced as a direct result of such acquisition will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole. The proposed work should not involve real property acquisition and/or displacement of property owners or tenants. This Act does not apply.

4.27.21 E.O. 11990, Protection of Wetlands.

There are no wetlands in the project area. This EO does not apply.

4.27.22 E.O. 11988, Flood Plain Management.

This EO states that Federal agencies shall provide leadership and shall take action to reduce the risk of flood loss, to minimize the impact of floods on human safety, health, and welfare, and to restore and preserve the natural and beneficial values served by floodplains in carrying out agency responsibilities. The project would have no adverse impacts to flood plain management.

4.27.23 E.O. 12898, Environmental Justice.

On February 11, 1994, the President of the U.S. issued Executive Order (E.O.) 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. This E.O. mandates that each Federal agency make environmental justice (EJ) part of the agency mission and to address, as appropriate, disproportionately high and adverse human health or environmental effects of the programs and policies on minority and low-income populations. Significance thresholds that may be used to evaluate the effects of a proposed action related to EJ are not specifically outlined. However, Council on Environmental Quality (CEQ) guidance requires an evaluation of a proposed action's effect on the human environment and the Corps must comply with Executive Order 12898. The Corps has determined that a proposed action or its alternatives would result in significant effects related to EJ if the proposed action or an alternative would disproportionately adversely affect an EJ community through its effects on:

- Environmental conditions such as quality of air, water, and other environmental media; degradation of aesthetics; loss of open space; and nuisance concerns such as odor, noise, and dust;
- Human health such as exposure of EJ populations to pathogens;

- Public welfare in terms of social conditions such as reduced access to certain amenities like hospitals, safe drinking water, public transportation, etc.; and
- Public welfare in terms of economic conditions such as changes in employment, income, and the cost of housing, etc.

The Corps conducted an evaluation of EJ impacts using a two-step process: as a first step, the study area was evaluated to determine whether it contains a concentration of minority and/or low-income populations. The second step includes evaluation to determine whether the proposed action would result in a disproportionately, high adverse effect on these populations.

As defined in Executive Order 12898 and the CEQ guidance, a minority population occurs where one or both of the following conditions are met within a given geographic area:

- The American Indian, Alaskan Native, Asian, Pacific Islander, Black, or Hispanic population of the affected area exceeds 50 percent; or
- The minority population percentage of the affected area is meaningfully greater than the minority population percentage in the general population or other appropriate unit of geographic analysis.

An affected geographic area is considered to consist of a low-income population (i.e., below the poverty level for purposes of this analysis) where the percentage of low-income persons:

- is at least 50 percent of the total population; or
- is meaningfully greater than the low-income population percentage in the general population or other appropriate unit of geographic analysis.

Step 1: Study Area's Minority and Low-Income Population Average Percentages

Using the USEPA EJAssist Tool, the project areas were identified and the average percentage for the EJ criteria are compared in **Table 15** and **Table 16**. Out of the five projects, the EJAssist tool identified Mayport, Florida, and Jacksonville Beach, Florida, as having minority population and a low-income population.

Table 13. USEPA EJAssist Environmental Justice Criteria Percentages for Mayport, Florida.

	User-Defined Project Area %	Florida State Average %
Minority Population	37%	44%
Low Income Population	47%	37%

Based on the information provided by the USEPA EJAssist tool, the average minority population is approximately 37% of the total population and approximately 47% of the individuals in the project area are considered below the poverty level. Therefore, the study area which comprises Mayport, Florida, does not constitute an EJ community

because the population percentages are below 50 percent, indicating that the study area does not contain a high concentration of minority and low-income population.

Table 14. USEPA EJAssist Environmental Justice Criteria Percentages for Jacksonville Beach, Florida.

	User-Defined Project Area %	Florida State Average %
Minority Population	31%	44%
Low Income Population	32%	37%

Based on the information provided by the USEPA EJAssist tool, the average minority population is approximately 31% of the total population and approximately 32% of the individuals in the project area are considered below the poverty level. Therefore, the study area which comprises Jacksonville Beach, Florida, does not constitute an EJ community because the population percentages are below 50 percent, indicating that the study area does not contain a high concentration of minority and low-income population.

Since Mayport, Florida, and Jacksonville Beach, Florida, do not contain a concentration of minority and/or low-income populations such that it would result in a disproportionate, high adverse effect on these populations, Step 2 is not incorporated.

In summary, the proposed actions would not use methods or practices that discriminate on the basis of race, color, or national origin and would not have a disproportionate effect on minority or low-income communities.

4.27.24 E.O. 13089, Coral Reef Protection.

The EO refers to "those species, habitats, and other natural resources associated with coral reefs." There are no coral reefs within the project footprints. This EO does not apply.

4.27.25 E.O. 13112, Invasive Species.

The proposed activity does not include actions that would introduce invasive species.

4.27.26 E.O. 13186, Migratory Birds.

This Executive Order requires, among other things, a Memorandum of Understanding (MOU) between the Federal Agency and the U.S. Fish and Wildlife Service concerning migratory birds. Neither the Department of Defense MOU nor the USACE' Draft MOU clearly address migratory birds on lands not owned or controlled by the Corps. For many Corps civil works projects, the real estate interests are provided by the non-Federal sponsor. Control and ownership of the project lands remain with a non-Federal interest. Measures to avoid the destruction of migratory birds and their eggs or hatchlings shall be implemented.

5 LIST OF PREPARERS AND REVIEWERS.

5.1 Preparers.

Preparer	Discipline	Role
Wendy Dauberman-Zerby, U.S. Army Corps of Engineers	Biologist	Principal Author
Chris Altes, U.S. Army Corps of Engineers	Archaeologist	Cultural Resources

5.2 Reviewers.

This SEA was reviewed by the Corps, Jacksonville District, supervisory chain of the Environmental Branch.

6 PUBLIC INVOLVEMENT.

6.1 Scoping and Draft SEA.

Pursuant to the National Environmental Policy Act and Corps Regulation, a scoping letter dated December 3, 2018 was issued for this proposed action. Also, the Corps will issue a Notice of Availability (NOA) for the review of the SEA and proposed Finding of No Significant Impact (FONSI) to stakeholders.

6.2 Agency Coordination.

Coordination has been conducted with appropriate agencies and is described in this document. Agency coordination letters and documents can be found in **APPENDIX B**.

6.3 Comments Received and Response.

All comment letters or emails received during the scoping process can be found in **APPENDIX B**. Comments received on the draft SEA will be included in Appendix B of the final document.

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APPENDIX A - COASTAL ZONE MANAGEMENT CONSISTENCY

FLORIDA COASTAL ZONE MANAGEMENT PROGRAM FEDERAL CONSISTENCY EVALUATION PROCEDURES

DUNE RESILIENCY EVALUATION SHORE PROTECTION PROJECTS

NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

1. Chapter 161, Florida Statute (2018) Beach and Shore Preservation. The intent of the coastal construction permit program established by this chapter is to regulate construction projects located seaward of the line of mean high water and which might have an effect on natural shoreline processes.

Response: The proposed addition or resiliency design refinements (dune construction with vegetation; pedestrian access modifications with sand fencing, vehicle access modifications) will not violate the intent of this chapter. The proposed plans and information have been submitted to the State in compliance with this chapter.

2. Chapters 186 and 187, Florida Statute (2018) State and Regional Planning. These chapters establish the State Comprehensive Plan which sets goals that articulate a strategic vision of the State's future. Its purpose is to define in a broad sense, goals, and policies that provide decision-makers directions for the future and provide long-range guidance for an orderly social, economic and physical growth.

Response: The proposed project has been coordinated with various Federal, State and local agencies during the planning process. The projects meet the primary goal of the State Comprehensive Plan through preservation and protection of the shorefront development and infrastructure through erosion control.

3. Chapter 252, Florida Statute (2018) Emergency Management. This chapter creates a State emergency management agency with authority: in order to ensure that preparations of this State will be adequate to deal with, reduce vulnerability to, and recover from such emergencies and disasters; to provide for

the common defense; to protect the public peace, health and safety; and to preserve the lives and property of the people of Florida.

Response: The proposed project involves the addition or resiliency design refinement (dune construction with vegetation; pedestrian access modifications with sand fencing, vehicle access modifications) as a protective means for residents, development, and infrastructure through erosion control located along the Atlantic shoreline within Nassau, Duval, St. Johns, and Brevard counties SPPs; therefore, the proposed work would be consistent with the efforts of Division of Emergency management.

4. Chapter 253, Florida Statute (2018) State Lands. This chapter governs the management of State of Florida [Board of Trustees of the Internal Improvement Trust Fund State](#) Lands, including submerged State lands and resources within State lands. This includes archeological and historical resources; water resources; fish and wildlife resources; beaches and dunes; submerged grass beds and other benthic communities; swamps, marshes and other wetlands; mineral resources; unique natural features; submerged lands; spoil islands; and artificial reefs.

Response: The proposed project complies with State regulations pertaining to the above resources; therefore, it would comply with the intent of this chapter.

5. Chapters 259, 260, and 375, Florida Statute (2018) Land Acquisition for Conservation and Recreation, Greenways and Trails, Outdoor Recreation and Conservation Lands. These chapters authorize agencies of the State of Florida to acquire land: to protect environmentally sensitive areas for conservation; and for outdoor recreation, including greenways and trails.

Response: The proposed project will not have an adverse effect on State-owned environmentally sensitive or recreational lands. It does not require land acquisition for the stated purposes.

6. Chapter 258, Florida Statute (2018) State Parks and Aquatic Preserves. This chapter authorizes the State to manage State parks and preserves. Consistency with this statute would include consideration of projects that would directly or indirectly adversely impact park property, natural resources, park programs, management, or operations.

Response: The proposed project will comply with this chapter and will not directly or indirectly adversely impact park property, natural resources, park programs, management, or operations.

7. Chapter 267, Florida Statute (2018) Historical Resources. This chapter establishes the procedures for implementing the Florida Historic Resources Act responsibilities.

Response: The proposed project has been coordinated with the Florida State Historic Preservation Officer. Historic preservation compliance is complete by letter dated June 14, 2019 (Appendix B) and meets all responsibilities under Chapter 267.

8. Chapter 288, Florida Statute (2018) Commercial Development and Capital Improvements. This chapter directs the State Office of Economic and Demographic Research and the Office of Program Policy Analysis and Government Accountability to evaluate existing State economic development programs (e.g., tax credits, tax refunds, sales tax exemptions, etc.) for effectiveness and value to taxpayers.

Response: This chapter is not applicable as the project does not involve any of the economic incentive programs listed in Chapter 288.

9. Chapters 334, 335, 336, 337, 338, and 339, Florida Statute (2018) Public Transportation. These chapters authorize the planning and development of a safe, balanced, and efficient transportation system.

Response: No public transportation systems would be impacted by this project.

10. Chapter 379, Florida Statute (2018) Saltwater Fisheries. This chapter directs the State to preserve, manage and protect the marine, crustacean, shell and anadromous fishery resources in State waters; to protect and enhance the marine and estuarine environment; to regulate fishermen and vessels of the state engaged in the taking of such resources within or without State waters; to issue licenses for the taking and processing products of fisheries; to secure and maintain statistical records of the catch of each such species; and, to conduct scientific, economic, and other studies and research.

Response: The material (sediment) proposed for the dune resiliency evaluation for shore protection projects in Nassau, Duval, St. Johns, and Brevard counties SPPs has been evaluated in the prior NEPA documents and would not have a substantial adverse effect on saltwater fisheries. The proposed project is consistent with the goals of this chapter.

11. Chapter 379, Florida Statute (2018) Wildlife. This chapter establishes the Florida Fish and Wildlife Conservation Commission and directs it to manage freshwater aquatic life and wild animal life and their habitat to perpetuate a diversity of species with densities and distributions which provide sustained ecological, recreational, scientific, educational, aesthetic, and economic benefits.

Response: The project is expected to have no significant effect on freshwater aquatic life or wild animal life. Consultation for the Endangered Species Act and the Magnuson-Stevens Fishery Conservation and Management Act is being coordinated with the USFWS and NMFS.

12. Chapter 373, Florida Statute (2018) Water Resources. This chapter provides the authority to regulate the withdrawal, diversion, storage, and consumption of water.

Response: This project does not involve water resources as described by this chapter.

13. Chapter 376, Florida Statute (2018) Pollutant Discharge Prevention and Removal. This chapter regulates the transfer, storage, and transportation of pollutants and the cleanup of pollutant discharges.

Response: The contract specifications will prohibit the Corps and/or its contractor from dumping oil, fuel, or hazardous wastes in the work area and will require that the contractor adopt safe and sanitary measures for the recycling or disposal of solid wastes. A spill prevention plan will be required. The proposed project is consistent with the intent of this chapter.

14. Chapter 377, Florida Statute (2018) Energy Resources. This chapter authorizes the regulation of all phases of exploration, drilling, and production of oil, gas, and other petroleum products.

Response: The proposed project does not involve the exploration, drilling or production of gas, oil or petroleum product and therefore, this chapter does not apply.

15. Chapter 380, Florida Statute (2018) Land and Water Management. This chapter establishes criteria and procedures to assure that local land development decisions consider the regional impact nature of proposed large-scale development.

Response: The proposed project will not have any regional impact on resources in the area. Therefore, the project is consistent with the goals of this chapter.

16. Chapter 388, Florida Statute (2018) Mosquito Control. This chapter provides for a comprehensive approach for abatement or suppression of mosquitoes and other pest arthropods within the State.

Response: The proposed project will not further the propagation of mosquitoes or other pest arthropods. Therefore, the project is consistent with the goals of this chapter.

17. Chapter 403, Florida Statute (2018) Environmental Control. This chapter authorizes the regulation of pollution of the air and waters of the State by the FDEP.

Response: An Environmental Assessment addressing the proposed project effects has been prepared and will be reviewed by the appropriate resource agencies including the FDEP. Environmental protection measures will be

implemented to ensure that no lasting adverse effects on water quality, air quality, or other environmental resources will occur. Coordination with the Florida Department of Environmental Protection shall occur prior to construction. The proposed project complies with the intent of this chapter.

18. Chapter 582, Florida Statute (2018) Soil and Water Conservation. This chapter establishes policy for the conservation of the State soil and water through the Department of Agriculture. Land use policies will be evaluated in terms of their tendency to cause or contribute to soil erosion or to conserve, develop, and utilize soil and water resources both onsite or in adjoining properties affected by the project. Particular attention will be given to projects on or near agricultural lands.

Response: The proposed project is not located near or on agricultural lands; therefore, this chapter does not apply.

APPENDIX B - PERTINENT PUBLIC CORRESPONDENCE AND AGENCY DOCUMENTS

Agency Scoping Letter and Comment Response Matrix

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SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

Table 15. Dune Scoping Letter – December 03, 2018

COMMENTS	AGENCY COMMENT	CORPS RESPONSE
Florida State Clearinghouse – Florida Department of Environmental Protection		
Date: December 05, 2018		
Chris Stahl, Coordinator	Email: I got the attached announcement. Are you all wanting a consistency determination or just review? Chris Stahl Chris Stahl, Coordinator Florida State Clearinghouse Florida Department of Environmental Protection 3800 Commonwealth Blvd., M.S. 47 Tallahassee, FL 32399-2400 ph. (850) 717-9076 State.Clearinghouse@floridadep.gov Attachment (December 03, 2018 Scoping Letter)	Wendy Dauberman Chris, Thank you for your email and for being proactive for this project. At this time, we expect the public review period to begin around March/April time-frame. At that time, a consistency determination will be requested from the State. Thank you.
Landstar System Holdings, Inc.		
Date: December 09, 2018		
Patrick J. Murphy VP & Treasurer	Email: I received the scoping letter in the mail. I appreciate receiving this information. I was looking at the project location map. With regard to Section 3, St John's County, St Augustine Beach, does that also include Vilano Beach? My property is located at 4320 Coastal Highway, St Augustine, FL 32084. We suffered a lot of erosion. Any level of beach nourishment in Vilano would be greatly needed and appreciated. Thanks, Pat Patrick J. Murphy VP & Treasurer Landstar System Holdings, Inc. 904.390.1278 pmurphy@landstar.com	Wendy Dauberman Mr. Murphy, Thank you for your e-mail and interest in this effort. The St. John's County, FL, St. Augustine Beach project listed on the scoping letter map does not include Vilano Beach. I apologize for any confusion that receiving this letter may have caused. The letter is associated with an effort to increase the resilience of existing Federal projects such as the one in St. Augustine Beach by adding dune features to the design. However, the Army Corps, in partnership with St. Johns County, has a separate ongoing effort that does involves dune and beach nourishment in Vilano

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COMMENTS	AGENCY COMMENT	CORPS RESPONSE
		Beach. A coastal storm risk management study has been completed which recommends dune and beach nourishment along approximately 2.6 mile in Vilano Beach. The full report can be viewed at https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/. Your property is located within the area of the proposed project which would extend from the Serenata Condos (about 0.6 mile north of your property) to San Pelayo Ct (about 2.0 miles south of your property). This project is currently in the pre-construction engineering and design phase with construction scheduled for 2020. Best Regards
Seminole Nation of Oklahoma		
Date: January 10, 2018		
Theodore Isham Historic Preservation Officer	Email: The Seminole Nation of Oklahoma requests more information on the proposed plan to modify sand dunes in Florida. I will be in the ft. Lauderdale area on Monday morning 31dec2018 if someone will be available for a short meeting to discuss the projects. Theodore Isham Seminole Nation of Oklahoma Historic Preservation Officer PO Box 1498 Wewoka, Ok 74884 Phone: 405-234-5218 e-mail: isham.t@sno-nsn.gov	Wendy Dauberman Mr. Isham, Thank you for your email. I have cc'd Chris Altes, USACE Archeologist. Mr. Altes will contact you. Thank you.

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COMMENTS	AGENCY COMMENT	CORPS RESPONSE
South Ponte Vera – Vilano Beach Preservation Association		
Date: December 10, 2018		
Linda Chambless Vice President	Email: Hello Wendy Dauberman-Zerby, The referenced letter has been sent to St Johns County property owners in in the area of the proposed new Federal project for Vilano/South Ponte Vedra Beach, specifically along a segment of Coastal Highway. The recipients are confused, because that project is not an existing project, and the only item in the Project Location Map for St Johns County is for the St Johns County Shore Protection Project (SPP) at St Augustine Beach, which has been ongoing since 2003 and is located south of here. Perhaps the intent is to add the proposed new segment to the current SPP? I have not received this letter, because my property is to the north of the proposed new project. However, as Vice President of the South Ponte Vera – Vilano Beach Preservation Association, I am receiving numerous inquiries from those who have received it. Can you enlighten me regarding the purpose of this letter being sent to property owners along Coastal Highway, so that I can explain it to them? Please either reply or contact me at 904-687-8435. Thanks! Linda Chambless	Wendy Dauberman Miss Chambless, Thank you for your email. I have attached the scoping document in question. Yes, as noted in the document, these are existing Federal Shore protection projects in which the study is evaluating design changes to add or modify sand dunes. The document lists the 16 projects that are being evaluated. Thank you again.
Bel-Aire Beach Apartments		
Date: December 14, 2018		
Craig McAdams	Email: To Whom It May Concern In response to the letter sent December 03, 2018 with regards to the dunes, specifically in Broward County, I would like to be included in any discussion or correspondence. If the situation arises whereby I may attend and observe any meetings pertaining to the dune project I would also like to	Wendy Dauberman Mr. McAdams, Thank you for your email. Yes, you will receive all communications in regard to this study so you have an opportunity to remain involved.

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	attend any such meeting, if possible. My contact information is below. Thank you and Happy Holidays. Sincerely, Craig McAdams Craig McAdams Bel- Aire Beach Apartments 1800 North Broadwalk Hollywood, FL 33019 craiga68@cs.com (954)328-1742 cell	Thank you.
APTIM Coastal, Ports & Marine		
Date: December 14, 2018		
Lauren Floyd Senior Marine Biologist	Email (1): Good afternoon, Ms. Dauberman, I'm writing in response to the Dec. 3, 2018 scoping letter we received regarding the Corps' intent to evaluate adding or modifying dunes in 16 existing CSRM projects. On behalf of Manatee County, we'd like to express our support for this effort and to offer assistance to the Corps in identifying and prioritizing potential areas for dunes in the Manatee County Shore Protection Project. Could you please explain how and when we can provide this help? Also, does Manatee County need to formally reply in writing to this letter within 30 days for any reason? Thanks so much for your assistance, Lauren Lauren Floyd Senior Marine Biologist APTIM Coastal, Ports & Marine O 561 361 3184 M 954 551 2594 E lauren.floyd@aptim.com 2481 NW Boca Raton Blvd.	Wendy Dauberman Lauren, Thank you for your email. I am saving your email to the file. It is not necessary for Manatee County to formally reply to this scoping letter unless you have something you would like address. Upon completion of the supplemental environmental assessment (SEA) document, it will be send out for public review. If you have comments or concerns during the public review of this document; that would be a good time to respond with issues to be addressed. This SEA will be sent out during the May/June 2019 time-frame. Thank you again for your email.

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	Boca Raton, FL 33431 APTIM.com Email (2): Thanks very much. If you have a notification list for the public comment period for the SEA, please add my email (and those cc'd here) to it. Thank you, Lauren	Wendy Dauberman Good morning Lauren. Mailing addresses will be used for future notifications as opposed to emails. I will ensure your mailing address is on the mailing list so future notifications are received. Thank you again for reaching out.
Date: December 19, 2018		
Michael Laszlo	Email (1): Ms. Dauberman, I received the attached document, concerning a Federal CSRM project that affects our city, without context. Would you kindly provide relevant documents or references that explain and pertain to this project? Respectfully, Michael Laszlo Boca Raton Attachment (1): Palm Beach County, FL, Shore Protection Project ; Limited Reevaluation Report for North Boca Raton Second Periodic Renourishment with Environmental Assessment – April 2008 Email (2): Wendy, Is it possible to find out the north-south extent of the shoreline along North Boca Raton (where I live) to which the project applies? And how these	Wendy Dauberman Mr. Laszlo, Thank you for your email. As information becomes available for this study, it will be mailed out to the public for review. Mr. Laszlo, Thank you again for your email. Below is some information to answer your questions.

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	particular shoreline extents were selected for the project. And how the dune template will be developed, and what is the existing beach template to which it will be compared? It's difficult to provide 'views and comments on the proposed evaluation' without more information about the proposed evaluation. Is there no background or context? Respectfully, Michael Laszlo Email (3): Wendy, Thank you for the information. I'll go through this and will provide comments if appropriate. Regards, Michael Laszlo	The north-south extent of the North Boca Raton Segment is approximately 1.5 miles from about 1,000 feet north of NE Spanish River Blvd to the north side of Red Reef Park. This particular extent has been authorized for Federal participation through 2038 and the non-federal sponsor for the project is the City of Boca Raton. The existing authorized beach template is a 50' wide beach plus advance fill with a berm elevation of +9 feet NGVD as documented in the 2008 Limited Reevaluation Report (attached). A dune template will be developed to generally mimic existing dunes in the project area and follow USACE design guidance as well as any local guidelines for dune construction if they exist. A draft Engineering Documentation Report (EDR) with more detailed information is being prepared and will be provided for review and comment. We look forward to receiving comments and will be taking them into consideration as we complete the study. Thank you.
Date: December 21, 2018		
Douglas W. Mann, P.E., D.CE. Lead Coastal Engineer	Email: Dear Ms. Dauberman: Please accept the attached letter to you in response to the public scoping request. The letter to Ms. Pfaff is the referenced enclosure. If you have any questions, please call me. DOUGLAS W. MANN, P.E., D.CE. Lead Coastal Engineer APTIM Coastal, Ports & Marine O 561 361 3148	Wendy Dauberman Mr. Mann, Thank you for your email. I appreciate your sending it.

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NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

COMMENTER	AGENCY COMMENT	CORPS RESPONSE
	M 561 400 7766 E douglas.mann@aptim.com 2481 NW Boca Raton Boulevard Boca Raton , FL 33431 Attachment (Letter 1): To – Ms. Wendy Dauberman of USACE, Jacksonville District From – Douglas W. Mann, P.E., D.CE. of Aptim Environmental & Infrastructure, Inc. Subject: Response to Scoping Letter-Dunes Date: December 21, 2018 This letter is in response to Gina Paduane Ralph’s scoping letter of December 3, 2018 regarding the USACE’s effort to review and possibly amend the existing authorization of the Coastal Storm Risk Management project for Broward County, Florida. I represent Mr. Oscar Belaiche who owns the property at 2300 Bay Drive, Pompano Beach Florida. The property is located within the limits of the original authorized shore protection project located between Hillsboro Inlet and Port Everglades (also known as Segment II). Support The shore protection project located immediately south of Hillsboro Inlet has performed well overall and offers significant shore protection benefits to the upland properties, while incidentally providing recreational benefits along the publicly accessible shoreline. Nevertheless, the natural and manmade dunes within the Segment II project have from time to time been impacted by storm surges and waves overtopping the berm. The dunes are not presently included in the Federal project and as a result are the responsibility of the non-Federal partner (Broward County) and individual owners to maintain. We support the USACE investigating whether a dune cross section should be added to the authorized Federal beach design section within Segment II. We believe that a continuous and uniform minimum dune cross section throughout Segment II will afford greater storm protection to upland properties and infrastructure and can be accomplished with limited increase in project costs.	

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	Concerns 1. In 1983, Segment II was nourished near its northern limits with a full design section constructed at FDEP monument R26 and a taper section toward the north. This sand placement may have been terminated due to recent sand placement by the Hillsboro Inlet District. The beach immediately adjacent to the jetty is subject to significant fluctuations as a result of the bypassing. As such, there is a need for the USACE to insure that the entire congressionally authorized reach be maintained. During any review by the USACE of dunes in the Segment II Federal shore project, we request that the northern limit of the Federal project be codified as being at the south jetty of Hillsboro Inlet. 2. Recent wave action coupled with lower bypassing of sand at Hillsboro Inlet have led to high erosion rates at the beaches within 1500 feet south of the south jetty of Hillsboro Inlet (Olsen Associates, 2018). This erosion has impacted the beach berm and the dunes within this area; thus, the storm protection in this area has diminished. It is requested that a determination be made as to the following: a. Whether the Federal authorized beach cross section is in place. Insufficient beach width and height will not allow stable dunes to reside at the landward extend of the beach. b. Whether Federal action is required to reconstruction this beach section; c. Whether there is sufficient Federal interest (storm protection benefits) to expand the Federal design cross section to include a dune; d. Whether there is sufficient sand existing to fill the potential dune feature, or whether additional sand is needed. We have previously notified the USACE Jacksonville District regarding our opinions of items a and b (enclosed). 3. While a uniform and continuous dune is desirable, it is requested that the USACE design a few locations along Segment II reach to allow beach maintenance equipment, emergency service vehicles,	

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	and beach related construction equipment to traverse the dunes. This will facilitate operations and maintenance of the beach and dune infrastructure as well. If you have any questions please call me. Very truly yours Douglas W. Mann, P.E., D.CE. Lead Coastal Engineer Aptim Environmental & Infrastructure, Inc. cc. Oscar Belaiche Attachment (Letter 2): To - Nicole Sharp, P.E of Broward County & Lacey Pfaff of Army Corps of Engineers From – Douglas W. Mann, P.E., D.CE. of Aptim Environmental & Infrastructure, Inc. Subject: Broward County, Florida Shore Protection Project Segment II, Possible FCCE Project Date: November 05, 2018 This letter is to request your assistance with the restoration of the Federal shore protection project immediately south of the Hillsboro Inlet within Segment II of the Federal shore protection project. I am representing Mr. Oscar Belaiche of 3698136, LP which owns the property 2300 Bay Drive, Pompano Beach. This property is immediately north of the private access point for the Hillsboro Shores Improvement Association. This property and the adjoin properties have suffered significant erosion over the last two years as a result of Hurricane Irma and other storm events, which has left the upland properties with less storm damage protection than that authorized by the Broward County Shore Protection Project for Segment II. The erosion has progressed to the point that the shoreline is now landward of the Erosion Control Line (Figure 1). The berm is deflated (Photo 1) and waves can impact the dunes during elevated tide conditions	

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	(Photo 2). Mr. Belaiche reports that 10 to 15 feet of dune were lost during last winter storms.   Photo 2. Storm waves during January 2018 storm event. Photo by Oscar Belaiche. Photo 1. Beach Conditions on September 27, 2018 at 3691836 LP property. Historical Maintenance of the Beach Since the completion of the 1983 Federal nourishment of the beach, the beach has been indirectly maintained dredging by the Hillsboro Inlet District. While the aerial photographic record indicated that the beach width has fluctuated with the bypassing, the resulting conditions have usually supported the Federal shore protection design section and have not required direct Federal nourishment. The current conditions beach may be the result of the effects of Hurricane Irma combined with below average channel shoaling (and hence dredging) in 2017. Request A recent newspaper article (September 19, 2018 Sun Sentinel) indicated that the USACE was planning on correcting the Hurricane Irma related erosion by the placement of 388,000 cy in fall 2019. During the USACE planning for this restoration of the Federal shore protection project in Segment II, it is requested that the beach cross sections between FDEP monuments R-25 and R-26 be restored to their original constructed widths and elevations. To assist the USACE with restoring the width and elevations of this section of the beach, I have located the 183 construction plan of which I have attached pertinent section (Figures 2 and 3). For reference, Mr. Belaiche's property is located immediately north of monument R-25.5. It is also requested that you keep is informed on the planning of the Federal restoration effort. If you have any questions please call me.	

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	Very truly yours Douglas W. Mann, P.E., D.CE. Lead Coastal Engineer Aptim Environmental & Infrastructure, Inc. cc. Oscar Belaiche, for 3698136 LP	
Lee County Government		
Date: December 17, 2018		
Stephen Boutelle Marine Operations Manager	Email: Ms. Dauberman, Lee County is supportive of the Corps project to evaluate design changes to add or modify sand dunes for the Gasparilla Segment of the Lee County Shore Protection Project. The addition of dunes and/or dune vegetation is considered to be a best management practice. The 2007 construction of the Gasparilla Project by Lee County included a non-Federal sand dune for a portion of the project because we believed it to increase project benefits and resiliency. Inclusion of dunes is supported by several policies in Lee County's Comprehensive Plan including the following. Boca Grande Community Plan. Policy 19.4.3: Preserve the beach dune system, beach dune vegetation, and beach dune wildlife, by discouraging any construction seaward of the 1978 Coastal Construction Control Line. This policy will not apply to the placement of raised walkways intended to cross over the dune system from adjoining properties, nor will it apply to bona fide beach renourishment and shoreline protection efforts. Lee County will support the State's efforts to protect the beach dune system, beach dune vegetation, and beach dune wildlife communities on Gasparilla Island. Boca Grande Community Plan. Policy 19.4.4: Beach renourishment efforts will include the re-establishment of a beach dune system, beach dune vegetation, and beach dune wildlife communities, including nesting birds and turtles, to the greatest extent practicable. Any rock or hard revetment will be covered with sand and planted with salt resistant native plants.	Wendy Dauberman Good morning Steve. Thank you for your email and the information in it. I appreciate it. Have a great day!

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	Hazard Mitigation. Policy 110.1.1: Regulations and incentives will be examined for additional setbacks in critical erosion areas, conservation and enhancement of dunes and vegetation, flood proofing of utilities, and appropriate requirements for structural wind resistance and floodplain management. Coastal Planning Areas. Policy 113.3.1.12. Requiring the installation of dune vegetation as a component of all County funded renourishment projects. We encourage the Corps to complete the evaluations quickly and look forward to further participation in the process. Sincerely, Steve Boutelle Marine Operations Manager Lee County - Natural Resources Division 1500 Monroe Street Fort Myers, Florida 33901 Ph: 239-533-8128 FX: 239-485-8408 sboutelle@leegov.com www.leegov.com	
Environmental Protection Agency (EPA)		
Date: December 18, 2018		
Chris Militscher Chief, NEPA Program Office	Email: Ms. Dauberman-Zerby: Please see EPA's comments below: U.S. Environmental Protection Agency (EPA) Scoping Comments for the Jacksonville District, U.S. Army Corps of Engineers (USACE) Coastal Risk Management Study (CSRM) National Environmental Policy Act (NEPA) Document December 18, 2018 Background: On December 13, 2018, the EPA Region 4 NEPA Program Office received a letter dated December 3, 2018, from the Jacksonville District, USACE as the lead Federal agency announcing that the scoping process had been initiated for the Federal CSRM projects in 10 Florida	Wendy Dauberman Chris, Thank you for your email. I appreciate your comments. Have a nice day!

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	counties and NEPA document. The EPA understands that the USACE has not decided whether to prepare an Environmental Assessment or Environmental Impact Statement and will determine the level of NEPA later in the process. As stated in the letter, the purpose of the CSRMS is to evaluate each of the 16 existing Federal CSRMS projects to determine whether addition or modification of dunes will contribute to authorized project purposes and opportunities to increase project robustness, resiliency and reliability. The letter identifies the 10 counties, the 16 project areas and their respective shoreline lengths. General Technical Comments and Recommendations: Wetlands: The EPA recommends the USACE avoid and minimize impacts to wetlands and mitigate wetland impacts according to the Clean Water Act Section 404(b)(1) Guidelines and related regulations. Dredging activities could cause salinity levels to increase, which could convert freshwater/brackish wetlands into saltwater marshes. The EPA also recommends the USACE evaluate potential impacts to increases in salinity levels due to any dredging activities. The EPA recommends the USACE evaluate the potential increases in salinity and document any potential conversion of freshwater wetlands into saltwater marshes and avoid, minimize and mitigate these impacts, as appropriate. Additionally, the EPA recommends that the USACE avoid, minimize and mitigate any impacts to Submerged Aquatic Vegetation (SAVs). Water Quality: The EPA recommends the USACE evaluate potential impacts related to water quality such as potential increases in salinity, sedimentation, dissolved oxygen and re-suspension of nutrients, etc., and explore opportunities to minimize these potential impacts during the risk management study process. Groundwater and Drinking Water: The EPA has identified that increasing salinity levels within the drinking water aquifer as a potential issue associated with sea level rise. The EPA notes that saltwater intrusion is presently an issue with the Biscayne Aquifer, which is a drinking water source for many coastal Florida counties. The EPA also notes that presently there is a large saltwater plume beneath the Florida Power and Light's Turkey Point Nuclear Plant located near Homestead, Florida. The EPA recommends the USACE fully and rigorously evaluate the proposed projects	

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	impacts on the Biscayne Aquifer especially regarding impacts related to sea level rise and saltwater intrusion. Coral Reefs: The EPA notes that dunes enhancements involving increased dredging activities could impact coral reefs. The EPA notes that a National Marine Fisheries Service (NMFS) supported study found that previous USACE dredging in 2013-2015 in the Miami Harbor led to extensive mortality and partial mortality of hard coral complexes, as well as the loss of other coral community species. This study notes: “Results indicate increased sediment accumulation, severe in certain times and places, and an associated biological response (e.g., higher prevalence of partial mortality of corals) extended up to 700 m from the channel, whereas project-associated monitoring was limited to 50 m from the channel.” The study concludes that: “Dredging projects near valuable and sensitive habitats subject to local and global stressors require monitoring methods capable of discerning non-dredging related impacts and adaptive management to ensure predicted and unpredicted project-related impacts are quantified.” If potential coral reef impacts are identified, the EPA recommends that the Jacksonville District identify an Interagency Work Group (IWG) and member agencies to draw upon their expertise in avoiding, minimizing and mitigating impacts to coral reefs. The EPA also encourages the USACE to apply lessons learned from the previous Miami Harbor dredging project so that future coral reef damages are avoided if additional dredging activities are planned. Everglades National Park, Biscayne National Park and Biscayne Bay Aquatic Preserve: The EPA notes that the project study area includes highly valued national and state protected lands such as Everglades National Park, Biscayne National Park and Biscayne Bay Aquatic Preserve. The EPA recommends that the USACE avoid, minimize and mitigate any project impacts to these protected lands and disclose any impacts in the NEPA document. The EPA also recommends the USACE include the state and Federal trustees of these lands (National Park Service and Florida Department of Environmental Protection) as cooperating agencies and/or members of the Project Delivery Team.	

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	Recreation: The EPA recommends the USACE document any impacts to tourism and recreation (even temporary) such as beach closures, commercial and recreational fishing impacts, park and boat ramp closures, impacts to diving and snorkeling, etc. Additionally, the EPA recommends the USACE document and disclose any impacts to the local community and economy due to potential impacts to the recreation and tourism industry. Green Infrastructure: When possible, the EPA encourages the USACE to use green and sustainable infrastructure as project measures or features. The EPA also encourages the USACE to consider the concepts of living shorelines and other natural features to reduce damages from storms. Please contact Jamie Higgins of my staff at higgins.jamie@epa.gov or (404)562-9681 should you have questions. Thank you. Christopher A. Militscher Chief, NEPA Program Office USEPA Region 4 61 Forsyth Street, SW Atlanta, GA 30303 404-562-9512	
Boca Raton		
Date: December 19, 2018		
Michael Laszlo Boca Raton	Email (1): Ms. Dauberman, I received the attached document, concerning a Federal CSRM project that affects our city, without context. Would you kindly provide relevant documents or references that explain and pertain to this project? Respectfully, Michael Laszlo Boca Raton	Wendy Dauberman Mr. Laszlo, Thank you for your email. As information becomes available for this study, it will be mailed out to the public for review.

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	Email (2): Wendy, Is it possible to find out the north-south extent of the shoreline along North Boca Raton (where I live) to which the project applies? And how these particular shoreline extents were selected for the project. And how the dune template will be developed, and what is the existing beach template to which it will be compared? It's difficult to provide 'views and comments on the proposed evaluation' without more information about the proposed evaluation. Is there no background or context? Respectfully, Michael Laszlo	Wendy Dauberman Mr. Laszlo, Thank you again for your email. Below is some information to answer your questions. The north-south extent of the North Boca Raton Segment is approximately 1.5 miles from about 1,000 feet north of NE Spanish River Blvd to the north side of Red Reef Park. This particular extent has been authorized for Federal participation through 2038 and the non-federal sponsor for the project is the City of Boca Raton. The existing authorized beach template is a 50' wide beach plus advance fill with a berm elevation of +9 feet NGVD as documented in the 2008 Limited Reevaluation Report (attached). A dune template will be developed to generally mimic existing dunes in the project area and follow USACE design guidance as well as any local guidelines for dune construction if they exist. A draft Engineering Documentation Report (EDR) with more detailed information is being prepared and will be provided for review and comment. We look forward to receiving comments and will be taking them into consideration as we complete the study. Thank you.
City of Hollywood		
Date: December 19, 2018		
Lorie Mertens Black	Email: Please see the attached letter from the city of Hollywood in response to the scoping letter dated Dec. 3, 2018.	Wendy Dauberman Lorie,

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Chief Civic Affairs Officer	Happy Holidays! Lorie Mertens Black Chief Civic Affairs Officer City of Hollywood 954-921-3599 Attachment (Letter): Date: December 20, 2018 Dear Ms. Dauberman, I am providing comments as part of the scoping process to evaluate design changes to add or modify sand dunes in 16 existing Federal Shore protection projects specifically Segment 3 in Broward County. We appreciate this effort of the USACE to allow for dunes to be included within the federally authorized project template and for Federal cost share eligibility. The City of Hollywood represents 7 miles of beach included in the Segment 3 project. As a coastal city, Hollywood benefits tremendously from its successful beachfront community. The 2.5 mile Broadwalk, located adjacent to central beach, is like no other in Florida and provides recreational amenities for residents and tourists alike. Adjacent property has a taxable value of \$4.3 billion with a mix of commercial and residential properties. Hollywood recognizes the importance of dunes in reducing erosion, protecting adjacent infrastructure, and capturing sand. The City Commission created a Taskforce in January 2018 to assist staff in the development of a Dune Master Plan. This plan will provide guidance in the strategic placement of dunes and create maintenance standards. The plan is anticipated to be completed by summer 2019. As the Hollywood Dune Master Plan will provide a local standard for existing and new dunes, we request that this plan be considered for incorporation into standards developed for Broward County Segment 3 Project. If you have any questions, please contact me at 954-921-3201 or lm-b@hollywoodfl.org.	Thank you for your email. I am forwarded your email to the appropriate individuals. Happy Holidays!

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	Sincerely, Lorie Mertens Black Chief Civic Affairs Officer C: City Manager City Commission	
U.S. Fish and Wildlife Service		
Date: December 19, 2018		
Jeff Howe Coastal Fish & Wildlife Biologist South Florida Ecological Services Office	Email: Hello Wendy: In regard to the Corps' 3 December 2018, letter concerning the Corps' evaluation of 16 existing Federal CSRM projects to determine whether additional or modification of dunes will contribute to authorized project purposes, etc., will we have access to additional project specific information to comment on? Thank you, Jeff Howe Coastal Fish & Wildlife Biologist U.S. Fish & Wildlife Service South Florida Ecological Services Office 1339 20th Street Vero Beach, Florida 32960 (772) 469-4283 (Office) (772) 562-4288 (FAX)	Wendy Dauberman Hi Jeff. Thank you for your email. Yes, there will be more specific information provided on this study during the public review period. This will probably occur around the May or June time-frame. Thanks.
Palm Beach County Government		
Date: December 21, 2018		
Deborah Drum Director of Environmental Resource Management	Letter: Dear Ms. Dauberman: This is to affirm the support of Palm Beach County's Department of Environmental Resources Management (ERM) for the evaluation of design changes to add or modify sand dunes in the five Federal Coastal Storm Risk Management (CSRM) projects located within Palm Beach County. Palm	Thank you for your comment.

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	Beach County has successfully constructed numerous dune features throughout the county over the last 20 years and considers them an integral design element. Dunes provide a reserve of sand within the active beach system and vegetated dunes provide additional erosion protection. Dunes aid in controlling light pollution and reduce sea turtle disorientations. Recent storm have shown that areas with shoreline protection projects including dune features fared better than areas without projects. Palm Beach County ERM encourages the evaluation, by the Army Corps of Engineers (Corps), or existing CSRM projects for the inclusion of dune features, as supplemental elements to existing project templates and associated volumes. Sincerely, Deborah Drum, Director Environmental Resources Management	
City of Jacksonville		
Date: December 28, 2018		
John P. Pappas, P.E. Director of Public Works	Email: Ms. Dauberman Zerby, In response to Dr. Gina Paduana Ralph's 12/3/18 "scoping letter" associated with the potential incorporation of Dune to the Duval County Federal Shore Protection Project, the City of Jacksonville supports the incorporation. As offered by Dr. Ralph's letter, attached herewith is the City of Jacksonville's views and comments concerning the subject. Please let me know if you have any questions or require additional information. Thank you for the opportunity to provide input into this very important subject. John P. Pappas, P.E. Director of Public Works City of Jacksonville	Wendy Dauberman Dear Mr. Pappas, Thank you for your email and interest and support in this effort. Your understanding of the need for projects like is appreciated.

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	Attachment (Letter 1): Re: Incorporation of Dunes to Duval County Federal Shore Protection Project Dear Ms. Dauberman: The following responds to the District’s scoping letter dated December 3, 2018 in regard to the evaluation of sand dunes in existing Federal Shore protection projects. The City of Jacksonville, as the non-Federal sponsor of the Duval County, FL Federal Shore Protection Project, supports the adoption of dune restoration and maintenance within the cost-shared Federal project. As you are aware, a dune element is already included within the Duval County project through Section 934 Study Re-Evaluation Report with Environmental Assessment (October 1990). However, the ASA approval of that study, dated February 3, 1992, stated that operation, maintenance, repair and rehabilitation of sand fencing and grassing (i.e., “dunes”) will be a non-Federal responsibility. As such, the City of Jacksonville has restored and maintained the sand dune along the Federal shore protection project at 100% non-Federal cost, with some of the work being conducted through Corps’ contracts on behalf of the City with City funds. Most recently, this includes repair of the dunes after sever erosion damage by Hurricane Matthew in 2016 and Hurricane Irma in 2017. The value of the dunes for flood risk reduction and shore protection is indisputable. The robust sand dunes along the Duval County shore protection project, constructed from the early 1990’s, clearly prevented wide scale flooding of the Jacksonville Beaches from Hurricane Matthew in 2016. In those locations where the dune was compromised or missing (such as street-end vehicle access paths), inland flooding, over wash and inundation along several city blocks was observed. Otherwise, the vegetated sand dunes – though severely eroded by the storm – prevented shorefront flooding, despite complete over wash of the beach berm. As a result, the Jacksonville Beaches were nearly fully functional within a day after the storm. Furthermore, the rapid repair of the dunes, completed within just 9 months after Hurricane Matthew – proved its value by again preventing upland flooding and shorefront damage from Hurricane Irma, one year after Matthew. While Matthew and Irma were of similar intensity, upland	

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	flooding and damage was even less in Irma than in Matthew beaches, in part, almost all of the previous gaps in the dune has been closed by the post-Matthew dune repairs (or temporarily closed at street-end vehicle access paths, by sand scraped from the high tolerance beach berm). Dune vegetation was installed after the post-Matthew repairs, and it will be re-installed after the post-Irma repairs. Vegetation is also planted annually by local interests. Sand fencing is typically discouraged where the dune is already rebuilt, so that the dune does not advance anomalously upon the authorized beach berm. The appropriate dimensions of the dune (height, width, slopes, seaward location) have been determined and implemented as part of the post-Matthew and post-Irma dune repairs constructed by the District with city funds. These dimensions reproduce the pre-storm dune dimensions recorded by monitoring surveys prior to Hurricane Matthew, albeit shifted about 10 to 20 feet landward to correct seaward encroachment of the dune upon the active berm. The City of Jacksonville supports Federal costs-share adoption of the dune feature into the shore protection project, and it supports consideration of actions that will mitigate storm water discharge and that will address gaps in the dunes while still ensuring safe access for life-safety, monitoring, maintenance, and heavy construction vehicles. The Corps is encouraged to coordinate closely with the City of Jacksonville, and the Beaches Cities, during its formation of concepts and plans for dune improvements. Please contact me at (904) 255-2748 if you have any questions regarding these observations. Thank you for the opportunity to comment on this matter. Sincerely, John P. Pappas, P.E. Director Cc: Jason Harrah, USACE/SAJ Honorable Charlie Latham, Mayor of the City of Jacksonville Beach Honorable Elaine Brown, Mayor of the City of Neptune Beach Honorable Ellen Glasser, Mayor of the City of Atlantic Beach Honorable Bill Gulliford, City of Jacksonville, District 13 Councilmember Sam E. Mousa, Chief Administrative Officer, City of Jacksonville Kevin Bodge, Olsen Associates Inc.	

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	Ed Starnes, P.E., Acting Chief, Engineering & Construction Management Division Gary Goldsberry, P.E., Engineering & Construction Management Division	
Youth Environmental Alliance (YEA)		
Date: December 29, 2018		
Lee Gottlieb Director of Community Outreach	Email: Hello Wendy Please see our comment regarding the scoping process to evaluate design changes to add or modify the 16 existing Federal Shore protection projects for Segment 3, Broward County as well as the other miles of beach / shoreline in Broward County. We are very pleased that the USACE is considering mandating dunes / dune restoration to be included as part of the Federal authorized project template. Lee Gottlieb Director of Community Outreach Youth Environmental Alliance (YEA) www.yeafrog.org Attachment (Letter 1): December 27, 2018 Dear Ms. Dauberman: This letter is sent on behalf of the Youth Environmental Alliance (YEA), a South Florida based 501(c) nonprofit organization to provide brief comments as part of the scoping process to evaluate design changes to add or modify the 16 existing Federal Shore protection projects for Segment 3 in Broward County, as well as the other miles of beach / shoreline in Broward County. We are very encouraged that the USACE is considering mandating dunes / dune restoration to be included as part of the Federal authorized project template.	Wendy Dauberman Dear Mr. Gottlieb, Thank you for your email and support of this effort. Your understanding of the need for projects like this is appreciated. You will receive more information on this study as it becomes available. Thank you.

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	We firmly believe that the restoration of our coastal dune system should be an integral part of ALL future beach re-nourishment project. Our organization firmly believe that the dune system: 1) Provides a natural barrier between the ocean waves and valuable residential property and that without the dune, our coastline and coastal properties would be vulnerable to storm surge, stronger winds, sand displacement and the rising sea levels predicted for the future. 2) Is an effective method to mitigate future beach erosion. 3) Helps restore and protect wildlife habitat for animals such as sea turtles, pollinators, nesting migratory birds and shorebirds 4) Affords a first line of coastline defense in the protection of the property and infrastructure. In advance of future beach re-nourishment project, our organization endorses and supports the efforts of our coastal municipal partners, the Town of Lauderdale-by-the-Sea and the City of Hollywood, in developing a Dune Master Plan. Please review and incorporate the feedback you receive so that the local standard in Broward County for existing and new dunes is followed for the Broward County Segment 3 Project and all of the County's Federal Shore Protection Projects. Feel free to contact me at 954-684-0609 or lee@yeafrog.org. Kind regards, Lee Gottlieb Director of Community Outreach Youth Environmental Alliance Office: (954) 382-0188 Fax: (954) 382-9770 www.YEAfrog.org	
South Florida Audubon Society		
Date: December 30, 2018		
Doug Young COO, South Florida Audubon Society	Email: Hi Wendy:	Wendy Dauberman Dear Mr. Young,

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COMMENTER	AGENCY COMMENT	CORPS RESPONSE
Board Member, Audubon Florida representing SE Florida Member, Florida Shore and Beach Preservation Association Member, SE Florida Shorebird Alliance	Attached is a letter from South Florida Audubon Society (SFAS) with brief comments addressing the changes to 16 existing Federal Shore protection projects for Broward County – Segment 3 as well as many additional miles of the shoreline in Broward County. SFAS is 100% supportive of USACE making dunes / dune restoration mandatory for Federal projects. Please add SFAS to the mailing list if not already on: South Florida Audubon Society 10871 W Clairmont Circle Tamarac, FL 33321-5806 Thank you and Have a Happy New Year 2019! Kind regards. Cheers, Doug Doug Young, COO South Florida Audubon Society Board Member, Audubon Florida Member, Florida Shore and Beach Preservation Association Member, SE Florida Shorebird Alliance dyoung@southfloridaaudubon.org 954-232-1956 Attachment (Letter): Dear Ms. Dauberman: This letter is sent on behalf of the South Florida Audubon Society (SFAS) Board of Directors and the membership of the Broward County Audubon to provide brief comments as part of the scoping process to evaluate design changes to add or modify not only the 16 existing Federal Shore protection projects for Segment 3, Broward County as well as the other miles of beach / shoreline in Broward County. We are very pleased that the USACE is allowing dunes / dune restoration to be included as part of the Federal authorized project template.	Thank you for your email and support of this effort. Your address has been added to the mailing list and you will be notified as more information becomes available on this study. Thank you.

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	We endorse and support coastal dune restoration projects. The South Florida Audubon Society believes dunes are important because they provide a first line of defense, a barrier against sea level rise and beach erosion which provides needed resiliency to help Southeast Florida provide a sustainable coastline / habitat for marine life and the community. One of our key conservation initiatives involves multiple projects along the beaches / shoreline of Broward County for Coastal Dune Restoration Projects. With our partner organizations and the support of corporate sponsors and their employee volunteers as well as hundreds of student and adult volunteers, we have been planting tens of thousands of sea oats and diversity plants from Deerfield Beach at the North to Hallandale Beach at the South. Please review and incorporate the feedback you receive so that the local standard in Broward for existing and new dunes is followed for the Broward County Segment 3 Project and all of the County's Federal Shore Protection Projects. Feel free to contact me at 954-232-1956 or dyoung@southfloridaaudubon.org Kind regards, Doug Young COO, South Florida Audubon Society Board Member, Audubon Florida representing SE Florida Member, Florida Shore and Beach Preservation Association Member, SE Florida Shorebird Alliance 954-232-1956 dyoung@southfloridaaudubon.org www.southfloridaaudubon.org	
Turtle Dunes Property Managers, LLC		
Date: December 30, 2018		
Angelica Palank-Sharlet President, Turtle Dunes Property Managers, LLC	Email (1): As the sole shareholder of a Florida Limited Liability Corporation which holds title to a home at 147 North Beach Road on Jupiter Island, Florida, I would like to make comments and communicate our unique situation. For ease of communication, I will refer to this property as my house.	Wendy Dauberman Dear Angelica Palank-Sharlet, Thank you for your email and interest in this effort. Your property at 70 Bay Colony Lane is located about 0.5 miles west of the Broward County Segment II

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	Upon viewing the property, whether on-site or by documentation, one will notice that this little home is one of the most northward of any on the ocean of Jupiter Island, and that our parcels are very narrow, with our structures on the primary dune. We are in a very different circumstance than any other, with my property being at the highest risk. If I am understanding the communications I have received from Jupiter Island, as well as the Army Corps of Engineers, the proposed changes would appear positive in creating a broader protection of sand behind my structure. Obviously that would be desirable to me. However, I wanted to have a discussion that I believe would only impact my property, and none of my neighbors. As all involved are aware, we have had some very serious periods of erosion, and can always expect more. During some of these events I have had discussions with John Duchock, the Beach District Manager for Jupiter Island, as well as the local person for Florida's Department of Environmental Protection. There are some pictures that would better help visualize the unique threat to my home alone, but pictures do not explain some issues that I perceive to be relevant. Of the last six homes at the north end of the beach, three had concreted in large revetments before they were stopped. The two houses to the north of me were allowed to be raised--the northernmost only after it fell into the ocean, and my next neighbor north more recently by approvals, but which had been allowed a very extensive revetment over several years. Differently, my home had a small revetment, placed against my will, because I was working to completely rebuild my house, and the small revetment actually caused intrusion in the existing house because it was three feet taller than my floor level. While seeking to rebuild, Jupiter Island would not allow me to raise my structure onto pilings, instead obligating me to pour my new foundation three feet deeper, thus four-and-one-half feet thick. That house is now over 13 years old, and is not a candidate for raising it any longer, due to the weight of the structure with the "new" foundation. My unique concern is that our very narrow revetment, in times of severe erosion, shows to be quite inadequate in supporting the structure itself. I have asked repeatedly, during such periods where even the base of the revetment itself are exposed, to be allowed to bring in more rocks to support the base of the revetment--not to the full height of the revetment,	Project. The potential addition of dune features to this project should not have any impacts to your home. Your property at 147 North Beach Road on Jupiter Island is not part of an authorized Federal Project and is not being investigated as part of the effort described in the scoping letter that you received. We are not able assist with the issues that you are having at your Jupiter Island property. Those issues will need to be resolved with Jupiter Island the Florida Department of Environmental Protection. Best regards

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	but to add lower strength for this narrow stack of rocks. Otherwise, I have asked to a special exception to be allowed to have concrete shot into the openings between the rocks so as to strengthen the total revetment structure. This would need to be done while sand is not present. We much appreciate our annual turtle nursery, and want to support more nesting. However, turtles do not lay eggs in boulders or in tides, and that is all that exists during these erosion events. That is why I am asking that, before this expansion is finalized, that boulders be brought in against the lowest part of my revetment, and only then covered with sand. Because of what my neighbors on each side has done on their properties, my property is more severely scoured. I walk the beach frequently as well as paddle along the shore, and there is no other home that has these threats. I have been placed in a unique set of circumstances through no fault of my own, and ask for help that is extremely minimal compared to those around me, and the exposure to complete loss of a valuable home. Thank you for allowing my comments, and I hope to hear from your agency about how we can resolve this issue. My home address is 70 Bay Colony Lane, Fort Lauderdale, Florida 33308, and my cell phone number is (954)849-2628. Sincerely, Angelica Palank-Sharlet President, Turtle Dunes Property Managers, LLC Email (2): Please accept my apology for confusing which home was relevant to the letter. Thank you for responding. Angelica Palank-Sharlet	
Hillsboro Shoes Improvement Association, Inc. (HSIA)		
Date: January 02, 2019		
Sam Tedesco Chair - Beach Committee	Email: Ms. Dauberman, Please see the attached response to Gina Paduano Ralph's Scoping letter of Dec 3, 2018 along with several photographs taken in the last 3 days. This	Wendy Dauberman Dear Mr. Tedesco, Happy New Year to you as well.

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2nd VP/HSIA Board	letter is from Matt Herren, President of the Hillsboro Shores Improvement Association (HSIA), representing over 350 families on the South side of the Hillsboro Inlet. Thank you and Happy New Year! Sam Tedesco Chair - Beach Committee 2nd VP/HSIA Board 954-254-3244 Attachment (Letter): Re: CSRM Project Scoping Letter dated Dec 3, 2018 Dear Ms. Dauberman, This letter is in response to Gina Paduano Ralph's Scoping letter dated Dec 3, 2018, as it relates to the CSRM Project within Segment II (from the Hillsboro Inlet to Port Everglades) in Broward County, FL. The Hillsboro Shore Improvement Association (HSIA) represents over 350 families residing immediately South of the Hillsboro Inlet. Without a doubt, the single most important issue affecting our residents and their quality of life involves the escalating erosion of the beach that is the centerpiece of our community. Most of our residents moved here specifically because of the neighborhood's proximity to the beach and in fact, use it daily. This beach is also heavily used by tourists staying at the hotels, condominiums and rental units to the South as they walk to the inlets to view and photograph the historic Hillsboro Lighthouse, a major attraction heavily promoted by the City and County. There is a misconception that this beach is adequately renourished by the dredging operation conducted by the Hillsboro Inlet Navigation District. As the photos that I've attached here show, this is not the case. The dredge is often idle due to a lack of sand on the North side of the inlet where the dredge operates. This is often the case even in the winter, when the erosion is at its worse and there are not turtle nesting issues. The HSIA is currently organizing meetings with Pompano's new Mayor, District 1 City Commissioner and Broward County District Commissioner as well as out State and Congressional Representatives as this matter affects not only our neighborhood, but the City and County as well.	Thank you for your email and information that was provided in the letter. As more information becomes available on this effort it will be provided. Thank you.

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	We fully support the concept that the USACE codify that the Northern limit of Segment II of the Federal CSRM project be the South side of the Hillsboro Inlet jetty. We respectfully request a dialogue with the appropriate USACE official(s) to discuss the aspects of the project as they relate to this concern. We'd be happy to include a representative from USACE at our meetings with our elected officials. Respectfully yours, Matt Herren President Hillsboro Shores Improvement Association (HSIA) wmherren@gmail.com 561-441-3939	
Capps Land Management & Material, LLC		
Date: January 02, 2019		
Clyde Cross V.P. of Operations	Email (1): Re: Add or Modify Sand Dunes in 16 Existing Shore protection projects in 10 Florida Counties. Dear Ms. Dauberman, We are aware of the scoping letter regarding the 16 Projects. We are interested in this Project from the construction and maintenance scope. Is there a timeline on when this work would be available? Will it all go to one vendor? Is there anything I can do now that could help in the future? I welcome any comments or suggestions you have and we would like to be placed on your document / notifications list for this work. Sincerely, Clyde Cross V.P. of Operations Capps Land Management & Material, LLC 114 Halsema Road South Jacksonville, Florida 32220 Office (904) 693-8644, ext. 32 Cell: (904) 859-4515 clyde@cappsland.net	Wendy Dauberman Dear Mr. Cross, Thank you for your email and interest in this effort. This project is currently in the study phase. For your information, projects for USACE are advertised on the https://www.fbo.gov/ . Best regards

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Broward County		
Date: January 04, 2019		
Nicole S. Sharp, P.E. Natural Resources Administrator	Email: Please see attached. NICOLE S. SHARP, P.E., NATURAL RESOURCES ADMINISTRATOR Environmental Protection and Growth Management Department ENVIRONMENTAL PLANNING AND COMMUNITY RESILIENCE DIVISION 115 S Andrews Ave, Room 329-H Fort Lauderdale, Florida 33301 954.519.1231 Attachment (Letter): Re: Support for Sand Dune Study for Incorporation into Broward County Shore Protection Projects Dear Dr. Ms. Dauberman, I am writing this letter of support for Broward County's Segment II and III Shore Protection projects, the County has a vested interest for incorporation of dunes into the Federal design as we are ground zero to sea level rise. The County recognizes the importance of dunes in reducing erosion, protecting adjacent infrastructure, and capturing sand. The County recently completed the Segment II Shore Protection project, which contained a locally cost-shared option that added over 105 miles of new dune system. Additionally, the County plans to incorporate dunes into the upcoming Segment III Shore Protection Project. As the Local Sponsor, we request that the Corps consult with the County during the design and planning process in order to determine the best local dune standard for our area. We look forward to working together during this process, and if you have any questions, please contact me at 954-519-1231 or nsharp@broward.org. Sincerely, Nicole S. Sharp, P.E. Natural Resources Administrator	Wendy Dauberman Dear Nicole, Thank you for the letter from Broward County supporting this effort. Best regards

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Surfrider Foundation		
Date: January 07, 2019		
Alec Buchness Chair, Sebastian Inlet Chapter	Email (1): Dear Ms. Dauberman-Zerby, Good morning. Our organization, the Surfrider Foundation Sebastian Inlet, sent a letter of response on 01/03/19 for delivery via USPS on 01/04/19 (Tracking #407 943 138). In checking the tracking information, it appears there was trouble being delivered and a request for rescheduling delivery was issued. We trust someone on your side received that notice. In interim, please please see the attached copy of the original letter. Will this suffice? Look forward to your comments. With most kind regards, Alec Buchness Chair, Sebastian Inlet Chapter Surfrider Foundation Mobile: 321-505-2872 Email: chair@sebastianinlet.surfrider.org Web: https://sebastianinlet.surfrider.org/ Attachment (Letter 1): To Whom It May Concern, Our committee on conservation issues has reviewed the scoping letter dated December 3rd, 2018 that outlines the process you intend to use to add and/or modify the existing sand dunes in our area (Map ID 5 South Reach). We have numerous concerns we wish to raise concerning this process. They are listed as follows, in no particular order: 1) What are the planned fill erosion rate targets? 2) What are the fill quality standards for each area? a) What sand sources are viable? b) What is the sediment steady state for large dunes?	Wendy Dauberman Dear Mr. Buchness: Thank you for your interest in this effort. We did receive your letter and the concerns brought up will be considered. This effort is only looking into modifications for future nourishments of the existing North and South Reach Projects which could increase the existing project resilience to erosion by including a dune feature. In general, we do not anticipate increasing the amount of sand being placed, changing the project footprint, or causing additional impacts. We will try to promote native plants to help stabilize the dunes and enhance dune habitat wherever we can. At the moment we are still in the very preliminary stages of developing recommendations for dunes. As more information becomes available on this study it will continue to be made available to the public for review and comment. No public hearings or meetings have been scheduled at this point. Best regards

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	c) What is the breakdown of funding sources for fill? 3) What environmental impacts will be studied? 4) How will modeling of large Dune structures be performed? 5) Will there be native plant promotion on dunes? 6) Critical surf and fishing zone habitat impacts a) Turtle nesting impact? b) Reef structure habitat disruption? 7) Mean high water modeling impacts a) transient effects due to large dune migrations b) shoreline modeling changes c) Critical shoreline fill profiles due to storm impacts 8) Frequency of significant storm impacts on historical dune migration. a) If high impact storms are increasing in frequency, do large dunes provide positive impact? b) Dune migration due to large and higher frequency storm events. 9) Modeling Alternatives a) Cost benefit model (50 years) for ROI of project. b) Cost for managed retreat vs time and sea level rise. What areas most likely to consider. c) Insurance/taxing cost models based on sea level rise, FEMA cost sharing. We thank you in advance for your consideration of these points and look forward to your response. May we also request that any public meetings also be held in central Florida as well as Jacksonville? We do not wish to see a burden placed on any citizens interested in attending. Sincerely, Aaron Adams, Ph.D. Alec Buchness Conservation Policy Chair Chapter Chair	

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	Email (2): Hello Ms. Dauberman-Zerby We wish to confirm that you received the attached letter? The tracking information states it arrived at your PO box on 1/4/19 and is available for pickup. Also, have you scheduled any public hearings yet for the two Brevard county projects (map ID 4 & 5). If so, please advise when and where. Thanks in advance, Alec Email (3): Dear Ms. Dauberman, Thank-you so much for the confirmation and detailed reply. We work closely with the local government officials here, as well as the public at large. As I'm sure you're aware, this region is home to critical sea turtle nesting habitat, as well as a renowned fishing and surfing region. The information you provided will be very helpful in our outreach efforts. Thanks again. Please feel free to reach out to us at any time. With most kind regards, Alec	
Seminole Tribe of Florida		
Date: January 28, 2019		
Bradley M. Mueller, MA Compliance Supervisor STOF-THPO	Email: Subject: NEPA Scoping – Sand Dune Design Changes in 16 Existing CSRMs THPO Compliance Tracking Number: 0031364 Dear Ms. Dauberman, Thank you for contacting the Seminole Tribe of Florida – Tribal Historic Preservation Office (STOF-THPO) regarding initiation of the NEPA Scoping process – Sand Dune Design Changes in 16 Existing CSRMs. The proposed undertaking does fall within the STOF Area of Interest. We have no comments to make at this time, however please continue to update us as	Wendy Dauberman Mr. Mueller, Thank you for your interest in this project. You will continue to receive information as this process proceeds.

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	the process proceeds. Feel free to contact us with any questions or concerns. Respectfully, Bradley M. Mueller, MA, Compliance Supervisor STOF-THPO, Compliance Review Section 30290 Josie Billie Hwy, PMB 1004 Clewiston, FL 33440 Office: 863-983-6549 ext. 12245 Email: bradleymueller@semtribe.com	

Table 16. Public Scoping Comment Response Matrix.

PUBLIC COMMENT	CORPS RESPONSE
Kenneth Juro	
Date: December 05, 2018	
Ha Wendy does this pertain to our property at 2769 spv beach fl 32082 we lost a lot dunes an sand due to matthew i an irma when will projet start thanks ken juro 904-403-9636	Wendy Dauberman Mr. Juro, Thank you for your email. This study pertains to the properties that received the scoping letter. Currently, this is a study and there are no project construction dates. You will receive future mailing to keep you informed. Thank you again.
Bill Frondorf	
Date: December 08, 2018	
Ms. Zerby: As a degreed oceanographer, who studied the stabilization of Ponce Inlet as an undergraduate thesis, I feel competent to discuss this issue. Most of the identified beaches are south of stabilized inlets, which were designed by the ACOE. As you know, migrating beach compatible sand is trapped on the north side of most of these inlets, ultimately	Wendy Dauberman Mr. Frondorf: Thank you for your email and the information provided in it.

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carried around the east end of the inlets by the weak southerly counter current, and carried offshore by the outgoing water flow, where it is lost from the beach environment for ever. Some does go inshore, where it forms sandbars and affects navigational channels. With the loss of this true beach sand, there are no compatible windblown fines to naturally build the dunes. Same with true beach material. Thus, any resulting dunes or beaches are nowhere near natural. Emphasis MUST be placed on protecting this valuable TRUE beach sand and allow it to continue it southerly migration. Pumping dirt from the ocean floor is hardly beach material. Look at the disastrous results. Unnaturally steep beaches, clouded water in the high energy surf environment, and continued beach erosion. Bill Frondorf wafinfla@gmail.com	This information will be considered in the environmental assessment.
Janet Levy	
Date: December 10, 2018	
Dear Wendy, We received your notice the other day regarding evaluating design changes to add or modify sand dunes. Our address is 500 South Ocean Blvd Palm Beach, FL 33480 We are very interested and concerned about any beach nourishment and would like to be informed of any and all decisions regarding sand changes along our coastline. Please keep us informed. Thank you, Janet Levy	Wendy Dauberman Miss Levy, Thank you for your email. I appreciate it. The USACE will continue to keep you informed.
David and Merrilee Lundquist	
Date: December 11, 2018	
Subject: Ocean Ridge Beach As an Ocean Ridge beachfront owner, we will recount our experiences with beach renourishment and dune maintenance. We have experienced two beach renourishments with pumped sand from the ocean bottom. The sand was lightweight and resulted in difficulty walking on the beach. In both projects, most sand was lost within a year and the beach returned to its previous boundaries. The sand migrated south, which was a benefit. We have replanted our dune with approved DEP plants three times after hurricanes at a cost of \$2000 each time. Hurricane Sandy took out 20 feet of dune that had 50 year old sea grapes plus everyone's very heavy stairs. Planting will recapture sand slowly but can be wiped out in a day during a storm. Numerous newspaper articles report that artificial reefs, which can	Wendy Dauberman David and Merrilee Lundquist, Thank you for your email and the information provided in it. This information will be considered.

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be old ships, rocks, etc. sunken off shore become over time shelters for marine life as well as barriers to waves which break offshore instead of damaging the existing shoreline. This can mitigate significantly the wave action which erodes dunes and vegetation. Natural rocks placed in front of dune would preserve them and would last (The Breakers in Palm Beach has installed large rocks) Our property is between two aged groins. They are effective in trapping sand. The downside is the south side beach is 4 1/2 ft. lower than the beach on the north. Groins should be managed with sand pushed over once a month to even out the beaches. Groins are effective in catching sand and directing the flow. Groins are a favorite spot for fishing. Ocean Ridge has a sand pump installed at the county owned beach property by the Boynton Inlet. This sand pump is supposed to transfer sand flow that is lost in the inlet. It is inoperable most of the time. This continuing flow of sand is necessary. In our opinion, the dumping of new sand to expand the beach seaward is a waste of money. We need a program that has artificial reefs, rocks, etc. along with a moderate sand renourishment. An integrated program will extend the useful life of a beach restoration. David and Merrilee Lundquist 6277 N. Ocean Blvd. Ocean Ridge, FL.33435 (561) 736 8642	
William (Bill) Sincavage	
Date: December 13, 2018	
My name is Bill Sincavage and I reside at 1340 South Ocean Blvd, Pompano Beach, FL. 33062 a condo on the Beach. One of our residents has taken upon himself to be the savior of the dunes. He had contacted some and supposedly got permission and help from our representatives to add sea oats to a section of the dunes. He is now proposing another project which I will include the pictures. Our condo has sent about \$10,000 and now a proposed another \$10,000 to plant more sea oats. I was always under the impression that nobody can mess with the dunes. He claims that he has permits and permission to go ahead. Is it true that they can make changes? The part that really bothers me is that he wants to cut out parts of the dunes and put chair racks. He said that he was told he can do this. Could you please reply to me or phone me at 570-656-1099	Wendy Dauberman Mr. Sincavage, Thank you for your email. I have forwarded it to Florida Department of Environmental Protection for their review. Wendy Dauberman FW to: Libbie.McDermid@dep.state.fl.us Libbie, I received this complaint from a citizen in Pompano Beach, so am forwarding to FDEP. The person's email address is showing below in the event he needs to be contacted. Thank you.

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	Libbie McDearmid RE: Wendy Dauberman Good afternoon, The dunes and dune planting are generally managed CCCL permitting. I am forwarding this email to the CCCL Compliance office, Shonna Culver, and the CCCL field representative for Broward County, Jenna Caderas. I have also CC'd the CCCL permit manager for Broward County, Josh Adams, in with this response. Jenna, I called Mr. Sincavage and let him know you would be contacting him to make a site visit and discuss the proposed changes to the dune vegetation. Please see the email below for details. Property and Contact information: 1340 South Ocean Blvd, Pompano Beach, FL 33062 Bill Sincavage: (570) 656-1099 Thank you, Libbie Libbie McDearmid JCP Compliance Officer Beaches, Inlets and Ports Program Division of Water Resource Management Florida Department of Environmental Protection 2600 Blair Stone Road, Rm 510B Tallahassee, Florida 32399-2400 Libbie.McDearmid@floridadep.gov Office: (850) 245-7539 Fax: (850) 245-8499

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PUBLIC COMMENT	CORPS RESPONSE
David Heath	
Date: December 19, 2018	
I received Ms. Ralph's letter about beach PARA work in Florida and I had several questions I hoped you could answer. First off, could you please add me directly to your mailing list for this project updates. It is David Heath, 2706 Manhattan Ave. Baltimore, MD 21215 (or at the e-mail dheath@friendsbalt.org). The house that my family owns in on Briny Ave. in Pompano Beach, right on the beach. It looks like you are doing two projects, totally over 19 miles in Broward County. I could not tell from the map. Is part of either of those segments along Briny Ave. in Pompano Beach? It is just 1/4 mile south of Atlantic Blvd. Also, I know this project has to balance several sometimes competing goals, but it is our hope that you do not build dunes up to the point that we could not see the water from our first floor patio. Thanks - I will look forward to hearing from you. David Heath Owner, 408 Briny Ave. Pompano Beach FL 33062	Wendy Dauberman Thank you for your email and interest in this effort. Your property on Briny Ave is located within the authorized limits of the Segment II Project which extends from Hillsboro Inlet to Port Everglades. Beach nourishment events associated with this authorized project have taken place directly in front of your property in 1970, 1983, and 2013. In 2016 a nourishment event took place immediately south of Briny Ave. Your understanding of the need for projects like this to balancing competing goals and interests is appreciated. We will certainly take the concerns of property owners, such as impacts to views, into account when developing the design for adding dune features to the existing project. Additionally, your mailing address has been added to the mailing list for this project. Thank you again.
Leon Chow	
Date: December 27, 2018	
Thank you for your email. Will the St Johns Project / Map ID 3 be dependent upon the county passing an MSTU for funding, or will be project be proceeding regardless? Leon Chow 4470 Coastal Highway	Wendy Dauberman Dear Mr. Chow, Thank you for your e-mail and interest in this effort. The St. John's County, FL, St. Augustine Beach project (Map ID 3 listed on the scoping letter map) does not include Vilano Beach where your property at 4470 Coastal Highway is located. I apologize for any confusion that receiving this letter may have caused.

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	The letter is associated with an effort to increase the resilience of existing Federal projects such as the one in St. Augustine Beach by adding dune features to the design. However, the Army Corps in partnership with St. Johns County have a separate ongoing effort that does involve dune and beach nourishment in Vilano Beach. A coastal storm risk management study has been completed which recommends dune and beach nourishment along approximately 2.6 mile in Vilano Beach. The full report can be viewed at https://www.saj.usace.army.mil/About/Divisions-Offices/Planning/Environmental-Branch/Environmental-Documents/. Your property is located within the area of the proposed project which would extend from the Serenata Condos to San Pelayo. This project is currently in the pre-construction engineering and design phase with construction scheduled for 2020. Both the Vilano and St. Augustine Beach projects are cost shared with St. Johns County who is the non-Federal sponsor for these projects. We cannot answer the question of if a project will or will not proceed dependent on the passing of a MSTU. That question would need to be answered by St. Johns County. Best regards
Gray King, Sr.	
Date: December 28, 2018	
Morning's greetings and Season's greetings, Ms. Dauberman-Zerby, As a property owner in Lee County, Florida, I am pleased to know the Corps is initiating a study of the defined coastline, and assume we will continue to receive letters as evaluations are conducted. So....thank you in advance for these forthcoming efforts.	Wendy Dauberman Dear W. Gray King, Sr., Thank you for your email and interest in this study. Your concerns about impacts to line of sight and beach accessibility will certainly be taken into

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NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

PUBLIC COMMENT	CORPS RESPONSE
A concern I have would only become real under certain actions the Corps may recommend in Lee County. Those concerns include additional or larger dunes and/or other barriers impact on sight lines to the Gulf, but most especially, access to the shoreline. If "cut-throughs", boardwalks over the dunes, etc. become necessary who determines how many and where those are located and who bears the costs of any construction/infrastructure for pedestrian access? What is required to make any needed new or additional walkways included as part of the perceived project's improvement to robustness, resiliency, and reliability? I know it is premature to define what may happen, but find it necessary to express my concerns and ask that a preventent and ongoing dialogue be opened as the design considerations are in the earliest stages. So, again, thank you in advance for future updates as the design evaluations unfold. W Gray King, Sr 320 Gulf Blvd Unit 5C Boca Grande, FL Email (2): Response to Gray King from David Carpenter (DCarpenter@Neecontrols.com) Gray: Good background work...obviously more info to follow on the "pedestrian access" issues in this New Year. Two key questions as you have already noted (1) what is the Assn's exposure if BGBC is responsible for the cost of these walk-ways, if any?....and (2) whether these are eventually defined as "permanent structure" that must be maintained by the Assn. The recent high water two weeks ago is evidence that with full moon, high tide and rough surf....the water can get up pretty far in front of the sea wall. David C.	account when developing the design and specific plans for adding dune features to the existing project. At this time we do not have answers to your questions about the location, costs, and requirements for potential improvements to pedestrian beach access. In general we will try minimize impacts to existing beach access as much as possible. A draft Engineering Documentation Report (EDR) with more detailed information is being prepared and will be provided for review and comment. We appreciate your comments and will be taking them into consideration as we complete the study. Thank you.

DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

PUBLIC COMMENT	CORPS RESPONSE
Richard Blumberg	
Date: January 11, 2019	
Good morning Wendy. I spoke to Marty Durkin last week about my hopes that the work you are planning will lead to positive changes to the beach south of the Hillsboro inlet. As far as dunes go, there are none at this time. Not too long ago, there were very steep dunes that made it difficult for my wife and I to reach the water and return. The beach is a mess. At times, we have the smallest amount of sand that I have seen in my 18 years here. There has been very little dredging and 10, 100 pound pipes have found a home on my new neighbor's property. The only clean up that has taken place is due to the residents and the state of Florida has removed the garbage cans and advised beachgoers to take their garbage with them. Not surprisingly, most don't. There is a concrete garbage can that, for the last year, has been half buried at the water's edge. The one thing we have had in abundance is seaweed. All of this has impacted greatly on the usage of the beach by residents and tourists. This doesn't bother the homeowners but it should be a concern to Pompano Beach officials. I have very little idea of the scope of your project or which, if any, of the problems will be addressed. Marty thought it would be a good idea to get the issues "on the record" and it seemed like a good idea. I hope the work that you do is beneficial to beach homeowners in Pompano Beach and throughout the state. Richard Blumberg 2304 Bay Drive Pompano Beach, FL 33062	Wendy Dauberman Mr. Blumberg, Thank you for your email and interest in this effort. I appreciate your comments. I found this site for you to report the garbage issue. I hope it helps. http://pompanobeachfl.gov/pages/pw_report/report Thank you again.
Mark Brown	
Date: January 31, 2019	
I am Mark Brown, former Vice Mayor of Lauderdale-By-The-Sea, FL. I am writing to comment on the proposed design changes to the dune projects which are planned in Florida. I apologize for submitting my comments late and hope that they can still be added to the public record. I would urge the Army Corps of Engineers to use Lauderdale-By-The-Sea as a template for designing future dune restoration projects. We have implemented a low-cost, environmentally sound program for building up and maintaining our dunes in LBTS which I believe could be an effective model for other coastal communities. By way of background, LBTS is about 2.4 miles long and is located entirely along the coast in Broward County. In 2012, our entire beach was washed away as a result of Tropical Storm Sandy. The	Wendy Dauberman Dear Mr. Brown, Thank you for your email and the information provided in it. I appreciate it. This information will be considered. Best regards

DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

PUBLIC COMMENT	CORPS RESPONSE
damage was so extensive that the Army Corps conducted an emergency sand replenishment project in 2013 to restore the beach and protect public and private property. Once the sand was placed on the beach, we were concerned that it would simply wash away again in the next storm because there was no vegetation left to hold it in place. Accordingly, LBTS entered into a working arrangement with the Youth Environmental Alliance to have volunteers plant sea oats along the beach. Over the last six years, we have planted more than 80,000 sea oats along nearly the entire length of our beach. The sea oats have anchored the sand in place and captured blowing sand to build up the dunes. We now have some dunes over four feet high where there were none just a few years ago. We have received tremendous cooperation from the condos and businesses located along the beach and have experienced no complaints or problems with our planting program. Hundreds of volunteers, including many schoolchildren, have helped with the planting and we have received great financial support from local corporations and businesses to help pay for the plants. LBTS received the 2017 Environmental Stewardship Award from the Florida League of Cities as a result of this successful program. When Hurricane Irma struck in 2017, we lost no sand from our beach. By comparison, neighboring communities such as Ft. Lauderdale, Hollywood, and Deerfield Beach suffered major erosion which cost a lot of money to repair. The most important point I want to make to the Army Corps is that vegetative planting must be mandated as a condition to receiving Federal sand replenishment projects. It doesn't make sense to spend millions of dollars dredging or trucking in sand if there is nothing on the beach to help hold the sand in place. It is not enough to make vegetation an optional component of the beach restoration plan, since some individuals or communities will resist. This must be a mandatory condition. I have lots of before and after photos if you would be interested in seeing them. Our entire program--which is still ongoing--has cost very little money and invoked no environmental risk. We do the plantings as school projects or community service projects to get young people and businesses involved and educated on the importance of protecting the beach. While this is not the only answer to beach erosion, it is a successful program which works and should be utilized in all communities which receive Federal beach restoration projects. I have attached a copy of my comments separately in case this is not an appropriate format for you. Please feel free to contact me at this email address or by cell phone at 954-802-8167 if you have any questions or need any additional information. Thank you very much. Mark Brown	

Appendix C - Recommended Plans

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DRAFT: DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS
SHORE PROTECTION PROJECTS
NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

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FINDING OF NO SIGNIFICANT IMPACT

DUNES AND OTHER RESILIENCY DESIGN REFINEMENTS SHORE PROTECTION PROJECTS

NASSAU, DUVAL, ST. JOHNS, AND BREVARD COUNTIES, FLORIDA

The U.S. Army Corps of Engineers, Jacksonville District (Corps), has prepared a Supplemental Environmental Assessment (SEA) in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, and its implementing regulations to evaluate design changes to incorporate resiliency features, such as sand dunes, into existing Federal Shore Protection Projects (SPP) located in Nassau, Duval, St. Johns, and Brevard counties, Florida. Brevard County is inclusive of two projects, North Reach segment and South Reach segment. In addition to a "no action" alternative, the SEA evaluated various alternative design refinements to increase project robustness, resiliency, and/or reliability. The Preferred Alternatives recommend minor design changes within existing project authority, as follows:

- 1) Dune Construction with Vegetation (Nassau, Duval, St. Johns, Brevard)
- 2) Pedestrian Access Modifications with Sand Fencing (Nassau, Duval, St. Johns)
- 3) Vehicle Access Modifications (Nassau, Duval, St. Johns, Brevard)

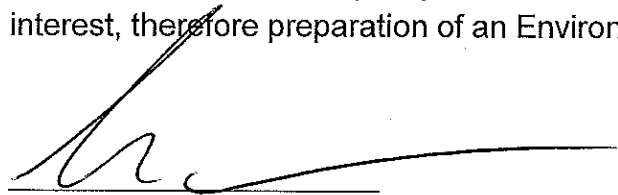
As described herein, the design changes each have independent utility and can be implemented separately, if needed.

I have reviewed the SEA, incorporated herein by reference. The analysis performed and the information presented in the SEA is summarized below:

- a. The Preferred Alternatives is in compliance with Section 7 of the Endangered Species Act of 1973, as amended. The Corps has determined that the Preferred Alternatives may affect nesting sea turtles and initiated consultation with the U.S. Fish and Wildlife Service (USFWS) by letter dated August 9, 2019. The Corps also determined that the Preferred Alternatives may affect, but are not likely to adversely affect the threatened piping plover, threatened red knot, and the endangered Anastasia Island beach mouse. The Corps determined that the Preferred Alternatives would have no effect on gopher tortoise, which is a candidate for possible future Federal listing. Coordination with the USFWS regarding these species is complete and within the scope of the State Programmatic Biological Opinion and Programmatic Piping Plover Biological Opinion.

- b. The Preferred Alternatives are being coordinated with the State of Florida, and all applicable water quality standards will be met. A water quality certification pursuant to section 401 of the Clean Water Act (CWA) of 1972, as amended, will be obtained from the Florida Department of Environmental Protection (FDEP) prior to construction, if necessary. Pursuant to the CWA of 1972, as amended, the discharge of dredged or fill material associated with the Preferred Alternatives is compliant with the section 404(b)(1) Guidelines (40 CFR 230). In addition, a determination of consistency with the Florida Coastal Zone Management program pursuant to the Coastal Zone Management Act of 1972 was obtained from the State of Florida on October 11, 2019 (Appendix B).
- c. Consultation regarding the Preferred Alternatives is complete with the Florida State Historic Preservation Officer and the appropriate federally recognized Tribes. Pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended, the Corps determined that the Preferred Alternatives would have no effect on historic properties. SHPO concurrence of no adverse effects to historic properties was provided in a letter dated June 14, 2019.
- d. There are no effects to Essential Fish Habitat. However, the Preferred Alternatives have been coordinated with the National Marine Fisheries Service (NMFS) in accordance with the Magnuson-Stevens Fishery Conservation and Management Act. NMFS has no comments for these projects per correspondence dated September 9, 2019 (Appendix B).
- e. The Preferred Alternatives have been evaluated pursuant to the Migratory Bird Treaty Act. The Jacksonville District's Migratory Bird Protection procedures will be implemented.
- f. Benefits to the public will include dunes and design refinements that contribute to and supplement the erosion damage reduction provided by the existing project berm.

In view of the above and the attached SEA, and after consideration of public and agency comments received, I conclude that the Preferred Alternatives would not result in a significant effect on the quality of the human environment and is not contrary to the public interest, therefore preparation of an Environmental Impact Statement is not required.



Andrew D. Kelly, Jr.
Colonel, U.S. Army
District Commander

23 OCT 2019

Date

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2020-21
Proposed Charter Amendments

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-21 at First Reading.

SYNOPSIS: The Charter Review Committee was commissioned in 2019 to review the City's current Charter and recommend any revisions. The committee met over the past 9 months and have submitted the following recommendations for placement on the November 3, 2020 City general election ballot:

- Prohibit City from leasing or selling conservation lands and restricting sale/lease of recreation lands;
- Direct election of the mayor and vice mayor replacing straw ballot;
- Require Charter Review every 7 years
- Change the term "groups" to "seats" for Commissioners to create more clarity
- Progressive discipline and hearing for Commissioner violation of ethics, 3 absences, felony conviction or multiple violations of administrative interference rules (Sec. 10);
- Require minimum qualifications for City Manager and City Manager required to be a resident 90 days after appointment;
- Require Commission to complete annual performance evaluations for all Charter Officers;
- Provide that Commissioners, Charter Officers and advisory board members can initiate investigation of City department or employee;
- Correct the description of how Fernandina Beach was created;
- Provide that Commissioners can attend meetings virtually in case of serious medical condition; and
- Clean up legalese in favor of "plain language" with gender neutral terms

These proposed amendments are recommended for placement on the November 3, 2020 City general election ballot. The Charter Review Committee is hoping to have a joint workshop with the City Commission on June 23, 2020. Second reading of this Ordinance is tentatively scheduled for July 21, 2020. Ballot language is due to the Nassau County Supervisory of Elections in August 2020.

FISCAL IMPACT: Any ballot costs will be determined by the Nassau County Supervisor of Elections.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2020-21 at First Reading.

Tammi E. Bach, City Attorney 6/9/2020

Dale L. Martin, City Manager 6/9/2020

Pauline Testagrose, Comptroller 6/9/2020

Katie A. Newton

Date: May 28, 2020

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2020-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS FOR CLARITY; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS ANNUALLY AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 10A TO PROVIDE THAT CONSERVATION LANDS CAN NEVER BE SOLD OR LEASED BY THE CITY AND TO PROVIDE THAT RECREATION LANDS CAN ONLY BE SOLD OR LEASED FOR FORTY YEARS OR MORE WITH UNANIMOUS VOTE OF COMMISSION AND 70% OF VOTERS APPROVAL AT REFERENDUM ELECTION; AMENDING SECTION 11 BY INCORPORATING SECTIONS 14, 15 AND 20 REGARDING QUALIFICATIONS OF CITY COMMISSIONERS, ABSENCES AND VACANCIES, ADDRESSING CODE OF ETHICS IN STATE LAW FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT; REPEALING SECTIONS 14, 15 AND 20 BY INCORPORATING THESE SECTIONS INTO SECTION 11; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE OF THE PEOPLE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMPLETION OF CHARTER OFFICER EVALUATIONS BY COMMISSIONERS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND COMMISSION MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 136 ALLOWING COMMISSION TO AUTHORIZE INVESTIGATIONS BY MAJORITY VOTE AND CLARIFYING THAT CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS HAVE THE POWER TO INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY SEVEN YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH HEREBY ENACTS:

SECTION 1. It is hereby proposed that the amendments to the charter of the City of Fernandina Beach be adopted.

SECTION 2. It is proposed that Section 1 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 1. Creation

~~The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.~~

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

SECTION 3. It is proposed that Section 9 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 9 – Created; election by groups seats, number; term.

~~The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance. in substantial compliance with the principles adopted for state elections. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be are non-partisan.~~

(a) There is hereby created a City Commission to consist of five (5) electors ~~seats~~ of the City of Fernandina Beach, and elected at large by the qualified voters of the City of Fernandina Beach. The designation of seats is not used or construed to divide the city into Commission districts for purposes of qualification, election, or representation. Candidates for City Commission seats must declare finally which seat they seek for election at least 90 calendar days prior to the end of qualifying which date is determined by resolution of the City Commission in even-numbered years.

~~(a) If an affirmative majority of the present City Commission so desires, the city shall, by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:~~

~~One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serves as city commissioner of and for group two (2) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serves as city commissioner of and for group three (3) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serves as city commissioner of and for group four (4) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serves as city commissioner of and for group five (5) of said city.~~

(b) ~~Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows: Seats 1, 2, and 3 are elected in 2020. Seats 4 and 5 are elected in 2022.~~

~~Group 1 shall be elected in 2016.~~

~~Groups 2 and 3 shall be elected in 2017 and 2020.~~

~~Groups 4 and 5 shall be elected in 2015 and 2018.~~

Thereafter, all groups seats ~~shall be~~ are elected every four (4) years for a term of four (4) years.

(c) If there are several candidates ~~in each seeking the same seat group~~, then the candidate receiving a majority vote ~~shall be held is~~ elected for that seat group. ~~provided, However, that~~ In the event the no candidate ~~shall not~~ receives a majority vote, then ~~and in that event the two (2) candidates receiving the largest or highest number of votes shall must~~ have their names placed on an election ballot unless one (1) of the two (2) candidates ~~to be elected shall~~ withdraws from the race, then ~~and in that event no run off or second election shall will~~ be called, and the remaining candidate ~~shall be declared is~~ elected. ~~in a run off or second election and~~ In said a run off or second election, the candidate receiving the largest or highest number of votes ~~shall be held is~~ elected for that seat group; ~~provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that No group or groups of candidates shall can~~ qualify in more than one (1) group seat in any general election or run off or second election in any one election year.

(d) City elections ~~shall be~~ are ~~nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission shall have has~~ the authority to call for special elections at any time ~~not on the same dates other than~~ as the City general elections. ~~for special elections, ballot questions and referenda.~~

SECTION 4. It is proposed that Section 10 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 10. – Powers generally; dealing with administrative service through Charter Officers required; penalties for violations deemed misdemeanor, penalty

(a) The Mayor and Commissioners ~~shall must~~ not, in any manner, dictate the appointment or removal of any city officers or employees whom the Charter Officer or any of ~~his/her~~ said Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.

~~(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.~~

~~(e)-(b)~~ The Mayor and Commissioners ~~shall~~ deal with administrative service through the respective Charter Officer. The Mayor and Commissioners ~~shall must~~ not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

~~(d)-(c)~~ Any violation of the provisions of this section by any member of the City Commission ~~shall is~~, upon first offense, be grounds for sanction recognition and discussion by the Commission of the violation, any second ~~or subsequent offense or violation within a Commissioner's term is grounds for sanction by the City Commission~~, and a third offense within the same Commissioner's term is grounds for forfeiture of Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance. ~~shall constitutes a misdemeanor and, upon conviction thereof before any court of competent jurisdiction, the violator shall be fined in an amount not exceeding two~~

hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be subject to removal from office.

~~(e)-(d)~~ Investigations or inquiries ~~shall be~~ are conducted pursuant to Section 136 of this Charter.

SECTION 5. It is proposed that Section 10A of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 10A - Referendum required for sale of city-owned recreational facilities and no sale of conservation land.

(a) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.

(b) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.

(c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.

(d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

~~(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have ~~has~~ the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.~~

~~(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be ~~is~~ updated from time to time.~~

~~(3) A referendum election is required prior to leasing for a period of more than 40 years or sale, or other transfer of City-owned conservation land which includes land burdened by a conservation easement and/or land that is in a conservation zoning district or has a future land use map designation of conservation. The City Commission must pass an ordinance by super-majority vote to place the matter on the ballot for voters to decide. The decision of the voters is binding on the City Commission. If approved by the voters, the City Commission has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.~~

~~(4) "Conservation Lands" as used in this section is hereby defined as areas owned by the City of Fernandina Beach and designated Conservation in the City's Future Land Use Map series.~~

SECTION 6. It is proposed that Section 11 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 11. - Qualifications of members; holding of more than one office not permitted; interest in profits of city contracts, etc., prohibited; filling vacancies.

(a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission shall must be residents of the City and have the qualifications of electors. therein. Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and shall must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall must be declared void by the City Commission. City Commissioners are “public officers” under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.

(b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner’s seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended until the City Commission conducts a hearing as set forth herein. A hearing conducted pursuant to this Section must be conducted in accordance with the City’s rules of procedure for quasi-judicial hearings, as adopted by ordinance.

(c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election must be filled as required by state law.

SECTION 7. It is proposed that Section 14 of the City of Fernandina Beach’s Charter be hereby repealed as follows:

~~Sec. 14. – Judge of election and qualifications of members.~~

~~The commission shall be the judge of the election and qualification of its own members, subject to review by the courts. Any member of the Commission who shall be convicted of [a] crime while in office shall thereby forfeit his office.~~

SECTION 8. It is proposed that Section 15 of the City of Fernandina Beach’s Charter be hereby repealed as follows:

~~Sec. 15. – Vacancies, how filled.~~

~~Any vacancy in the City Commission shall be filled until the next regular municipal election by vote of the remaining members of the Commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have occurred, appointment to fill the existing vacancy shall be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law~~

SECTION 9. It is proposed that Section 16 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Sec. 16. – Mayor and Vice Mayor—When selected; procedure; term

~~(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission’s annual organization meeting, then the Mayor shall be chosen by lot, conducted by the City attorney, who shall certify the result of such lot upon the journal of the Commission.~~

(a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular election held for the purpose of electing City Commissioners.

(b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.

(c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election is appointed to the Vice-Mayor position.

(d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered if no incumbent Commissioner chooses to be on the mayoral ballot.

~~(b) (e) The Mayor and Vice Mayor shall~~ each serve a term of two (2) years to coincide with the municipal general election, ~~beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (e).~~

~~(c) The City Commission may, by majority vote and for any reason including but not limited to Florida Sunshine Law violations, remove the Mayor from office and appoint another incumbent Commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as Commissioner until the end of their current term as Commissioner unless otherwise prohibited from serving as Commissioner by state law.~~

~~(f) On the occasion that all eligible candidates but one should withdraw from the straw ballot election, there shall be no straw ballot election and the one remaining candidate shall be considered the primary candidate for the position of Mayor at the organizational meeting.~~

~~(g) (f) The appointees shall serve as existing Mayor and Vice Mayor serve~~ until the organizational meeting following the next regular general election held by the City.

SECTION 10. It is proposed that Section 17 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 17. - ~~Same~~—Functions and powers of the Mayor.

The powers and duties of the Mayor ~~shall be as are~~ are set forth in this Charter, ~~and below: and such other duties as may be conferred upon the Mayor by official action of the City Commission.~~

(a) The Mayor ~~shall have~~ has a voice and a vote in the proceedings of the Commission but no veto power;

(b) The Mayor ~~shall~~ does not exercise any administrative power, unless specifically set forth in this Charter;

(c) The Mayor ~~shall~~ presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer, ~~and~~ The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and

(d) The Mayor ~~shall be recognized as~~ is the official head of the City ~~by the courts~~ for the purpose of serving civil processes and for all ceremonial purposes.

SECTION 11. It is proposed that Section 20 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Sec. 20. – Same – Vacating seat of member for unexcused absence of specified duration.~~

~~Absence from four consecutive regular meetings of the Commission, shall operate to vacate the seat of a member unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.~~

SECTION 12. It is proposed that Section 21 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 21. - Adoption and enactment of municipal ordinances and resolutions; quorum for city commission.

(a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

(b) A majority of the members of the City Commission ~~shall~~ constitutes a quorum. An affirmative vote of at least three City Commissioners ~~shall be is~~ necessary to enact any ordinance or resolution; except that ~~two-thirds~~ a supermajority of the City Commission is required to enact an emergency ordinance. ~~An affirmative vote of a majority of a quorum present is necessary to adopt any resolution.~~ In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting ~~shall~~ must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission ~~shall~~ become effective ten (10) days after passage or as otherwise provided therein.

(c) Every ordinance or resolution must shall, upon its final passage, be recorded in a book kept for that purpose and ~~shall must~~ be signed by the presiding officer and the City Clerk of the city commission.

SECTION 13. It is proposed that Section 25 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 25. – City Manager appointment; tenure of office; qualifications; manager pro tem.

The City Commission ~~shall~~ must appoint a City Manager who ~~shall be is~~ the administrative head of the municipal government under the direction and supervision of the City Commission and ~~shall holds~~ office at the pleasure of the City Commission. The City Manager ~~shall~~ must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than ~~30~~ 90 days after executing the Oath of Office, the City Manager ~~shall~~ must become a resident of the City. The City Manager must have prior experience managing at least one government organization with at least 250 employees and several departments, be a member in good standing of a professional organization such as the International City/County Management Association, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Commission ~~may~~ will establish an appropriate contract for the City Manager, which ~~shall contains~~ the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy. ~~During the absence or disability of the City Manager, the City Commission shall designate some properly qualified person to temporarily execute the function of the City Manager.~~ The City Manager must designate a City Manager Pro Tem subject to the approval of the City Commission. The City Manager Pro Tem will serve as City Manager in the absence or disability of the City Manager.

SECTION 14. It is proposed that Section 136 of the City of Fernandina Beach's Charter be amended to read as follows:

Sec. 136. – Administrative investigations.

The City Commission ~~shall~~ may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, ~~shall~~ have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated; and for such purpose ~~shall have~~ has the power to compel the attendance of witnesses and the production of books, papers, and other evidence; and for that purpose may issue subpoenas or attachments which ~~shall~~ must be signed by the Mayor or the City Manager and ~~shall~~ must be served by any officer authorized by law to serve such process. The authority making such investigation ~~shall have~~ has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; and ~~shall~~ also have has power to punish as for contempt any person refusing to testify to any fact within his knowledge, or produce any book or papers under his control relating to the matter under investigation. Nothing in this section should be construed to limit the charter officers' ability to inquire into matters under their respective areas of responsibility.

SECTION 15. It is proposed that the City of Fernandina Beach Charter be amended by creating a section formerly reserved as Section 142 which section reads as follows:

~~Sec. 142. – Reserved.~~

Sec. 142. – Charter Review.

At least once every seven (7) years, the City Commission must appoint a Charter Review Committee, in an odd-numbered year, of not less than seven (7) members from the City electors to review the City Charter and propose any amendments or revisions, which may be advisable for placement on the election ballot.

SECTION 16. A referendum election is hereby called and will be held on the 3rd day of November, 2020, at the regular City Election to be held on said date, for the consideration by the voters of the City of Fernandina Beach of the proposed amendments to the City Charter. The questions to appear on the referendum ballot reflecting the proposed amendments to the City Charter at the election scheduled for November 3, 2020, will be as follows:

Question No. 1

Should the Fernandina Beach City Charter be amended to prohibit the sale or lease of City-owned Conservation lands and restrict the sale or lease of City-owned Recreation lands by requiring unanimous vote of the City Commission and approval at a referendum by at least 70% of the electors of the City?

Yes
No

Question No. 2

Should the Fernandina Beach City Charter be amended to provide for a binding election by the voters for Mayor and Vice Mayor instead of the current non-binding straw ballot election of Mayor and appointment by City Commission?

Yes
No

Question No. 3

Should the Fernandina Beach City Charter be amended to provide that the City Charter must be reviewed every 7 years and require the City Commission to appoint a Charter Review Committee made up of City electors to make recommendations for changes to the City Charter?

Yes
No

Question No. 4

Should the Fernandina Beach City Charter be amended to provide that a City Commissioner convicted of a felony, is absent from 3 regular meetings in a year or violates the Florida Code of Ethics for Public Officers is suspended from office pending a hearing that can result with the accused Commissioner forfeiting their Commission seat, and that the City Commission fills vacancies on the Commission by appointment?

Yes
No

Question No. 5

Should the Fernandina Beach City Charter be amended to provide that the City Manager must have experience managing a government organization of similar size, be a member of a professional organization for city managers, that the City Commission must consider more than one City Manager candidate for appointment, and that the City Manager has 90 days to become a resident of the City after taking oath of office?

Yes
No

Question No. 6

Should the Fernandina Beach City Charter be amended to provide that City Commissioners must complete annual performance evaluations for Charter Officers, and that City Commissioners who directly interfere in administrative duties of City employees may be subject to sanctions by the City Commission and forfeiture of their Commission seat after a public hearing?

Yes
No

Question No. 7

Should the Fernandina Beach City Charter be amended to provide that the Mayor is responsible for ensuring that City Commissioners complete annual performance evaluations for all Charter Officers?

Yes
No

Question No. 8

Should the Fernandina Beach City Charter be amended to correct errors and describe the City as:

The City of Fernandina was first established in 1825, then abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of

Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after approval by voters?

Yes
No

Question No. 9

Should the Fernandina Beach City Charter be amended to provide that Charter Officers and advisory board members as well as City Commissioners have the power to cause any City department or the conduct of any City officer or employee to be investigated in accordance with City procedures?

Yes
No

Question No. 10

Should the Fernandina Beach City Charter be amended to provide that City Commissioners, in case of serious medical conditions, may attend and vote at Commission meetings in real time by using communication media technology instead of being physically present in Commission Chambers, as permitted by Florida law?

Yes
No

Question No. 11

Should the Fernandina Beach City Charter be amended to change the word “groups” to “seats” to be more clear that City Commissioners do not serve districts but are elected at large?

Yes
No

SECTION 17. The City Clerk is directed to notify the Nassau County Supervisor of Elections that the referendum items provided above will be considered at the regular City election to be held on November 3, 2020 by the electors of the City of Fernandina Beach.

SECTION 18. This ordinance will be published in accordance with law.

SECTION 19. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application will not be affected thereby.

SECTION 20. The provisions of this ordinance will take effect immediately upon its passage and adoption. The amendments to the Charter will take effect only upon approval of a majority of the City electors voting at the referendum election on each issue and upon the filing of the amended Charter with all amendments approved by the City electors with the Secretary of State.

ENACTED this _____ day of _____, 2020.

Ordinance 2020-21

Page 10 of 11

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

Charter Review Committee 2020

Proposed Changes

Last updated June 5, 2020

Rationale for Some Language Changes

- USE OF “SHALL”: The Committee recommends removal of the word “shall” pursuant to current legal standards. As appropriate, it has been replaced with “will”, “must” or active language throughout the document.
- HIS/HERS: The Committee recommends removing all personal pronouns to be inclusive and conform to more modern style.

Section 1 – Creation

Current Language

- The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.

Proposed Language

- The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

Rationale

- The current description of the creation of the City of Fernandina Beach in the Charter is inaccurate. This new language corrects inaccuracies.

Sections 2, 3, 4, 5 - Reserved

Current Language

- Sec. 2. – Reserved.
- Sec. 3. – Reserved.
- Sec. 4. – Reserved.
- Sec. 5. – Reserved.

Proposed Language

- No changes

Section 6 – Boundaries (1 of 1)

Current Language

- That the following shall be the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality shall exercise its jurisdiction and powers in accordance with state law and City ordinances, to wit:

Proposed Language

- That the following ~~shall be~~ is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality ~~shall~~ exercises its jurisdiction and powers in accordance with state law and City ordinances, to wit:

Section 6 – Boundaries (2 of 3)

Current Language

(a) *Original boundaries.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60°R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

Proposed Language

(a) *Original boundaries of the City.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60°R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

Section 6 – Boundaries (3 of 3)

Current Language

(b) *Additions.*

~~(1) Certain real property contiguous to the corporate limits of the City of Fernandina Beach, Florida, described as follows, is hereby annexed by the city and shall hereafter be a part of the corporate limits of the city:~~

~~That portion of Lots 12 and 13 lying westerly of the city limits of Fernandina Beach, Florida; Lot 14 and the easterly ½ of Lot 15, Block 2, Sadler Estates, as recorded in Plat Book 2, page 62, of the public records of Nassau County, Florida;~~

~~All of that property as described below which lies west of the westerly city limits of Fernandina Beach, Florida:~~

~~From a point of beginning: Begin at the southeast corner of Section 29, aforementioned; and run south 89°35'15" west along the southerly line of said section a distance of 213.69 feet to the center of a 25.0 feet, more or less, drainage canal; run thence north 5°02'36" east along said center of canal, a distance of 305.30 feet; run thence north 5°54'03" east continuing along said center of canal, a distance of 300.01 feet; run continuing along said center of canal a distance of 300.01 feet; run thence north 7°03'04" east continuing along said center of canal, a distance of 200.15 feet; run thence north 1°56'15" west continuing along said center of canal, a distance of 228.35 feet; run thence north 9°30'39" west continuing along said center of canal, a distance of 200.01 feet to where said center of canal intersects with the southerly boundary of Block 2, Sadler Estates, according to plat recorded in the public records of said county in Plat Book 2, page 68; run thence south 78°14' east along said southerly boundary a distance of 807.10 feet to the southeast corner of Lot 6, Block 2, aforesaid; run thence north 1°46' east along the easterly boundary of Lot 6, aforesaid, a distance of 10.0 feet to the southwest corner of Lot 5, Block 2, aforesaid; run thence south 78°14' east continuing along the southerly boundary of Block 2, aforesaid, and the easterly extension thereof, a distance of 421.69 feet to where said southerly boundary intersects with the westerly right-of-way of First Avenue extension (a 60.0 foot right-of-way); run thence south 11°07' west along said right-of-way a distance of 971.08 feet to the beginning of a curve concave to the easterly, having a radius of 1,636.86 feet; run thence in a southerly direction along the arc of said curve and right-of-way a chord distance of 203.92 feet to the point of reverse curve (the bearing of the aforesaid chord being south 7°53'15" west); run thence in a southerly direction along the arc of a curve concave to the westerly, having a radius of 1,576.86 feet and continuing along said right-of-way a chord distance of 102.96 feet to the point of tangency (the bearing of the aforesaid chord being south 7°53'15" west); run thence south 11°27' west, continue along said right-of-way a distance of 5.70 feet to where said right-of-way intersects with the southerly line of Section 29, aforementioned; run thence north 89°18' west along said southerly line, a distance of 893.67 feet to the point of beginning;~~

~~(2) The following parcel of real property be annexed to the City of Fernandina Beach, pursuant to petition filed by the owner of said lands and approved by the City Commission of the City of Fernandina Beach, said real property and owner of same being as follows:~~

~~A portion of Section Eleven (11), Township Two (2) North, Range Twenty eight (28) East, Nassau County, Florida. Said portion being more particularly described as follows:~~

~~For a point of reference commence at the northeast corner of Section Eleven (11), aforementioned, and run south eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds west along the south right-of-way line of Bill Melton Road (a sixty (60.0) foot right-of-way) a distance of three hundred thirty one and sixty one hundredths (331.61) feet to the point of beginning;~~

~~From the point of beginning thus described, continue south eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds west along said right-of-way a distance of four hundred ninety one and nineteen hundredths (491.19) feet to the beginning of a curve concave to the southeasterly, having a radius of thirty (30.0) feet; run thence in a southerly direction departing said right-of-way and along the arc of said curve, a chord distance of forty four and thirty eight hundredths (44.38) feet to the point of tangency (the bearing of the aforementioned chord being south thirty eight (38) degrees, thirteen (13) minutes west); run thence south nine (09) degrees, twenty nine (29) minutes, thirty (30) seconds east a distance of one hundred thirty five and fifty two hundredths (135.52) feet to the beginning of a curve concave to the northwesterly, having a radius of one hundred five (105.0) feet; run thence in a southerly direction along the arc of said curve a chord distance of ninety one and forty seven hundredths (91.47) feet (the bearing of the aforementioned chord being south sixteen (16) degrees, nineteen (19) minutes, forty three (43) seconds west); run thence north eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds east a distance of five hundred ninety and twenty nine hundredths (590.29) feet; run thence north fifteen (15) degrees, fifteen (15) minutes, forty one (41) seconds west a distance of two hundred fifty eight and thirty nine hundredths (258.39) feet to the point of beginning;~~

~~Said lands being owned by the Davis Phoenix Company, Inc., a Florida corporation, less and except the easterly sixty (60.0) feet thereof, which is owned by the City of Fernandina Beach;~~

Proposed Language

(b) Additions to City Boundaries.

Pursuant to Florida law, the City Is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk's Office and are available for view upon request.

Rationale – Section 6 changes

- Instead of continuously updating the Charter as the City's boundaries change, or having an outdated boundary listed, the Committee recommends having the current boundaries kept up to date in the Clerk's Office. This mirrors similar language from several peer cities.

Section 7 – Powers of city generally.

Current Language

- (a) The City of Fernandina Beach shall have full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of said municipality, by acquisition, condemnation or otherwise;
 - (2) To issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) To adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) To do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; and
 - (5) To exercise all other powers of local self-government.
- (b) ~~The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.~~

Proposed Language

- (a) The City of Fernandina Beach ~~shall have~~ has full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of said municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; ~~and~~
 - (5) Exercise all other powers of local self-government; and
 - (6) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
- (b) The enumeration of particular powers by this Charter are not exclusive, but are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services. (as set forth in Section 166.021, Fla. Stats.)

Rationale – Section 7 Changes

- Clean up legalese; reference home rule.
- Incorporate Sec. 45 here due to relevance.

Section 8 – Commissioner-manager plan (form) of government.

Current Language

- The form of government of the City of Fernandina Beach provided for under this Act shall be that known as the "Commission-Manager Plan," and the commission shall consist of five (5) citizens, who shall be elected at large in the manner hereinafter provided. The commission shall constitute the governing body with powers as hereinafter provided to pass ordinances, adopt regulations and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers hereinafter provided.

Proposed Language

- The form of government of the City of Fernandina Beach provided for under this Act ~~shall be that~~ is known as the "Commission-Manager Plan," and the Commission ~~shall consist~~ sists of five (5) citizens, who ~~shall be~~ are elected at large in the manner ~~hereinafter~~ provided in this Charter. The Commission ~~shall constitute~~ constitutes the governing body with powers ~~as hereinafter provided~~ to pass ordinances, adopt regulations and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers ~~hereinafter~~ provided in this Charter and under Florida law.

Rationale – Section 8 Changes

- Clean up legalese.

Section 9 - Created; election by ~~groups~~ seats, number; term. (1 of 2)

Current Language

- The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance, in substantial compliance with the principles adopted for state elections. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be non-partisan.

There is hereby created a City Commission to consist of five (5) electors of the City of Fernandina Beach and elected at large.

(a) If an affirmative majority of the present City Commission so desires, the city shall, by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:

One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.

Proposed Language

The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance. ~~in substantial compliance with the principles adopted for state elections.~~ In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be non-partisan.

~~(a) There is hereby created a City Commission to consist of five (5) electors seats of the City of Fernandina Beach, and elected at large by the qualified voters of the City of Fernandina Beach. The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation. Candidates for City Commission seats must declare finally which seat they seek for election at least 90 calendar days prior to the end of qualifying which date is determined by resolution of the City Commission in even numbered years.~~

~~(a) If an affirmative majority of the present City Commission so desires, the city shall by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:-~~

~~One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.-~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.-~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.-~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.-~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.-~~

Section 9 - Created; election by groups; number; term. (2 of 2)

Current Language

- (b) Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows:

Group 1 shall be elected in 2016.

Groups 2 and 3 shall be elected in 2017 and 2020.

Groups 4 and 5 shall be elected in 2015 and 2018.

Thereafter, all groups shall be elected every four (4) years for a term of four (4) years.

- (c) If there are several candidates in each group, then the candidate receiving a majority vote shall be held elected for that group, provided, however, that in the event the candidate shall not receive a majority vote, then and in that event the two (2) candidates receiving the largest or highest votes shall have their names placed on an election ballot (unless one (1) of the two (2) candidates to be elected shall withdraw from the race, then and in that event no run off or second election shall be called and the remaining candidate shall be declared elected) in a run off or second election and in said run off or second election the candidate receiving the largest or highest votes shall be held elected for that group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that no group or groups of candidates shall qualify in more than one (1) group in any general election or run off or second election in any one year.
- (d) City elections shall be nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission shall have the authority to call for special elections at any time not on the same dates as the City general elections for special elections, ballot questions and referenda.

Proposed Language

- (b) Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows: Seats 1, 2, and 3 are elected in 2020. Seats 4 and 5 are elected in 2022.

~~Group 1 shall be elected in 2016.~~

~~Groups 2 and 3 shall be elected in 2017 and 2020.~~

~~Groups 4 and 5 shall be elected in 2015 and 2018.~~

Thereafter, all groups seats shall be are elected every four (4) years for a term of four (4) years.

- (c) If there are several candidates in each seeking the same seat group, then the candidate receiving a majority vote shall be held is elected for that seat. ~~group. provided, However, that~~ In the event the no candidate shall ~~not~~ receives a majority vote, then and in that event the two (2) candidates receiving the largest or highest number of votes shall must have their names placed on an election ballot unless one (1) of the two (2) candidates to be elected shall withdraws from the race, then and in that event no run off or second election shall will be called, and the remaining candidate shall be declared is elected. ~~in a run off or second election and~~ In said a run off or second election, the candidate receiving the largest or highest number of votes shall be held is elected for that seat. group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that No group or groups of candidates shall can qualify in more than one (1) group seat in any general election or run off or second election in any one election year.
- (d) City elections ~~shall be~~ are nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission ~~shall have~~ has the authority to call for special elections at any time ~~not on the same dates~~ other than as the City general elections. ~~for special elections, ballot questions and referenda.~~

Rationale – Section 9 Changes

- Clean up legalese; change “groups” to “seats” at large, remove redundant clauses.
- Committee recommends that Rank Choice Voting be investigated and considered by the City Commission when the state approves voting software that can accommodate Rank Choice Voting. The City of Sarasota approved Rank Choice Voting by referendum charter change in 2007 but cannot use this method since state has not approved and certified voting equipment to tally votes for this method.

Section 10 – Powers generally; dealing with administrative service through Charter Officers required; penalties for violations deemed misdemeanor, penalty

Current Language

(a) The Mayor and Commissioners shall not, in any manner, dictate the appointment or removal of any city officers or employees whom the Charter Officer or any of his/her subordinates are empowered to appoint, evaluate and supervise.

(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.

(c) The Mayor and Commissioners shall deal with administrative service through the respective Charter Officer. The Mayor and Commissioners shall not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

(d) Any violation of the provisions of this section by any member of the City Commission shall, upon first offense be grounds for sanction by the Commission, and any second or subsequent offense or violation within a commissioner's term shall constitute a misdemeanor and, upon conviction thereof before any court of competent jurisdiction the violator shall be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be subject to removal from office.

(e) Investigations or inquiries shall be conducted pursuant to Section 136 of this charter.

Proposed Language

(a) The Mayor and Commissioners ~~shall~~ must not, in any manner, dictate the appointment or removal of any city officers or employees whom the Charter Officer or any of his/her said Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.

~~(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.~~

~~(c)~~ (b) The Mayor and Commissioners ~~shall~~ deal with administrative service through the respective Charter Officer. The Mayor and Commissioners ~~shall~~ must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

~~(d)~~ (c) Any violation of the provisions of this section by any member of the City Commission ~~shall~~ is, upon first offense, be grounds for ~~sanction~~ recognition and discussion by the Commission of the violation, any second or subsequent offense or ~~violation~~ within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of ~~commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance. shall constitute a misdemeanor and, upon conviction thereof before any court of competent jurisdiction, the violator shall~~ may be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be ~~is~~ subject to removal from office.

~~(e)~~ (d) Investigations or inquiries ~~shall be~~ are conducted pursuant to Section 136 of this Charter.

Rationale – Section 10 Changes

- Clean up legalese; changed penalty and process for interference, added requirement of annual review for Charter officers.

Section 10A - Referendum required for sale of city -owned recreational facilities and no sale of conservation land.

Current Language

(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be updated from time to time.

Proposed Language

- (a) (1) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.
- (b) (2) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.
- (c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.
- (d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

~~(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.~~

~~(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure,~~

Rationale – Section 10A Changes

- Clean up legalese.
- Add prohibition for sale or lease of conservation lands,
- Restrictive referendum requirement of sale or long term lease of recreational facilities.

Section 10B - General power to borrow money and issue bonds.

Current Language

- The City of Fernandina Beach shall have the power to borrow money, contract loans, and issue bonds, notes and other obligations or evidences of indebtedness in accordance with Florida law.

DELETE

- ~~The City of Fernandina Beach shall have the power to borrow money, contract loans, and issue bonds, notes and other obligations or evidences of indebtedness in accordance with Florida law.~~

Rationale – Section 10B Changes

- Redundant and covered by state law.

Section 11 - Qualifications of members; holding of more than one office not permitted; interest in profits of city contracts, ~~etc., prohibited~~; filling vacancies.

Current Language

- Members of the commission shall be residents of the city and have the qualifications of electors therein. Officers and employees of the city may not hold more than one office in the city government of the City of Fernandina Beach, and shall not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall be declared void by the commission.

Proposed Language

- (a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission shall must be residents of the City and have the qualifications of electors. ~~therein.~~ Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and shall must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall must be declared void by the City Commission. City Commissioners are "public officers" under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.
- (b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (State Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner's seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended until the City Commission conducts a hearing as set forth herein. A hearing conducted pursuant to this Section must be conducted in accordance with the City's rules or procedure for quasi-judicial hearings, as adopted by ordinance.
- (c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law.

Rationale – Section 11

- Clean up legalese
- Moves Section 14 to Section 11
- Moves Section 15 to Section 11
- Moves Section 20 to Section 11
- Makes absenteeism consistent with requirements for advisory boards
- Highlights public officials code of ethics
- Due process before forfeiture of Commission seat

Section 12 - Salary of members

Current Language

- The Mayor and City Commissioners shall receive a salary in the amount as established by appropriate city ordinance.

Proposed Language

- The Mayor and City Commissioners ~~shall~~ receive a salary ~~in the amount~~ as established by appropriate City ordinance.

Rationale – Section 12

- Clean up legalese

Section 13 - Limitation on successive terms in office.

Current Language

- The city commissioners shall be limited to two (2) successive terms in office. No person shall be qualified for election or appointment to a vacancy upon the city commission of the City of Fernandina Beach, Florida, unless at least three (3) years have elapsed since such person last held such office, if at that time such person completed two (2) successive and full terms.

Proposed Language

- The City Commissioners ~~shall be~~ are limited to two (2) successive terms in office. No person ~~shall be~~ is qualified for election or appointment to a vacancy upon the City Commission of the City of Fernandina Beach, Florida, unless at least three (3) years have elapsed since such person last held such office, if at that time such person completed two (2) successive and full terms.

Rationale – Section 13

- Clean up legalese

Section 14 - Judge of election and qualifications of members.

Current Language

- The commission shall be the judge of the election and qualification of its own members, subject to review by the courts. Any member of the commission who shall be convicted of [a] crime while in office shall thereby forfeit his office.

Proposed Language

- ~~Sec. 14. – Judge of election and qualifications of members.~~
- ~~The commission shall be the judge of the election and qualification of its own members, subject to review by the courts. Any member of the Commission who shall be convicted of [a] crime while in office shall thereby forfeit his office.~~
- Sec. 14 – Reserved.

Rationale – Section 14

- Moved to Section 11

Section 15 - Vacancies, how filled.

Current Language

- Any vacancy in the city commission shall be filled until the next regular municipal election by vote of the remaining members of the commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have occurred, appointment to fill the existing vacancy shall be made by the governor. Vacancies resulting from a recall election shall be filled as required by state law.

DELETE and Reserve Sec. 15.

- ~~Any vacancy in the City Commission shall be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have has occurred, appointment to fill the existing vacancy shall be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law.~~

Rationale – Section 15

- Move to Section 11

Section 16 - Mayor—When selected; procedure; term

Current Language

(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the city attorney, who shall certify the result of such lot upon the journal of the commission.

(b) The mayor shall serve a term of two (2) years to coincide with the municipal general election beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (c).

(c) The City Commission may, by majority vote and for any reason, remove the Mayor from office and appoint another incumbent commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as commissioner until the end of their current term as commissioner unless otherwise prohibited from serving as commissioner by state law.

Proposed Language

~~(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the City attorney, who shall certify the result of such lot upon the journal of the Commission.~~

(a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular election held for the purpose of electing City Commissioners.

(b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.

(c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.

(d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered if no incumbent Commissioner chooses to be on the mayoral ballot.

~~(b) (e) The Mayor and Vice Mayor shall each serve a term of two (2) years to coincide with the municipal general election, beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (c).~~

~~(c) The City Commission may, by majority vote and for any reason including but not limited to Florida Sunshine Law violations, remove the Mayor from office and appoint another incumbent Commissioner to serve as Mayor for the remainder of the two (2)-year term. The person removed from the office of Mayor shall continue to serve as Commissioner until the end of their current term as Commissioner unless otherwise prohibited from serving as Commissioner by state law.~~

~~(f) On the occasion that all eligible candidates but one should withdraw from the straw ballot, election, there shall be no straw ballot election and the one remaining candidate shall be considered the primary candidate for the position of Mayor at the organizational meeting.~~

~~(g) (f) The appointee shall serve as existing Mayor and Vice Mayor will serve until the organizational meeting following the next regular general election held by the City~~

Rationale – Section 16

- Clean up legalese
- Changes how mayor and vice mayor are selected from current straw ballot vote to direct election by voters

Section 17 - Same—Functions and powers of the mayor.

Current Language

- The powers and duties of the Mayor shall be as set forth in this Charter and such other duties as may be conferred upon the Mayor by official action of the City Commission. The Mayor shall have a voice and a vote in the proceedings of the commission but no veto power. The Mayor shall not exercise any administrative power, unless specifically set forth in this Charter. The Mayor shall preside at all meetings of the commission and perform such other duties consistent with the office, and may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state. The Mayor shall be recognized as the official head of the city by the courts for the purpose of serving civil processes and for all ceremonial purposes.

Proposed Language

Sec. 17. - ~~Same~~—Functions and powers of the Mayor.

The powers and duties of the Mayor ~~shall be as~~ are set forth in this Charter. ~~and below: and such other duties as may be conferred upon the Mayor by official action of the City Commission.~~

- (a) The Mayor ~~shall have~~ has a voice and a vote in the proceedings of the Commission but no veto power;
- (b) The Mayor ~~shall~~ does not exercise any administrative power, unless specifically set forth in this Charter;
- (c) The Mayor ~~shall~~ presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer. ~~and The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and~~
- (d) The Mayor ~~shall be recognized as~~ is the official head of the City ~~by the courts for the purpose of serving civil processes and for all ceremonial purposes.~~

Rationale – Section 17

- Clean up legalese
- Mayor responsible to ensure Charter officer evaluations are conducted

Sections 18, 19 – Reserved.

Current Language

- Sec. 18. – Reserved.
- Sec. 19. – Reserved.

Proposed Language

- No changes

Section 20 - Same—Vacating seat of member for unexcused absence of specified duration.

Current Language

- Absence from four consecutive regular meetings of the commission shall operate to vacate the seat of a member, unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.

DELETE AND RESERVE

- Sec. 20 - Reserved.
- ~~Same—Vacating seat of member for unexcused absence of specified duration.—~~
- ~~Absence from four consecutive regular meetings of the Commission, shall operate to vacate the seat of a member unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.—~~

Rationale – Section 20

- Clean up legalese
- Moved to Section 11

Section 21 - Adoption and enactment of municipal ordinances and resolutions; quorum for city commission.

Current Language

(1) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

(2) A majority of the members of the city commission shall constitute a quorum. An affirmative vote of at least three city commissioners shall be necessary to enact any ordinance or resolution; except that two-thirds of the city commission is required to enact an emergency ordinance. An affirmative vote of a majority of a quorum present is necessary to adopt any resolution. On final passage, the vote of each member of the city commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the city commission shall become effective ten (10) days after passage or as otherwise provided therein.

(3) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the presiding officer and the clerk of the city commission.

Proposed Language

(1) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

(2) A majority of the members of the City Commission ~~shall~~ constitutes a quorum. An affirmative vote of at least three City Commissioners ~~shall be~~ is necessary to enact any ordinance or resolution; except that ~~two-thirds~~ a supermajority of the City Commission is required to enact an emergency ordinance. ~~An affirmative vote of a majority of a quorum present is necessary to adopt any resolution.~~ In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting ~~shall~~ must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission ~~shall~~ become effective ten (10) days after passage or as otherwise provided therein.

(3) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and ~~shall~~ must be signed by the presiding officer and the City Clerk of the city commission.

Rationale – Section 21

- Clean up legalese
- Allow for virtual participation in medical necessity

Section 22, 23, 24 – Reserved.

Current Language

- Sec. 22. – Reserved.
- Sec. 23. – Reserved.
- Sec. 24. – Reserved.

Proposed Language

- No changes

Section 25 – City Manager appointment; tenure of office; qualifications; manager pro tem.

Current Language

- The city commission shall appoint a city manager who shall be the administrative head of the municipal government under the direction and supervision of the city commission, and shall hold office at the pleasure of the city commission. The city manager shall be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the city or state at the time of appointment; however, not later than 30 days after executing the Oath of Office, the city manager shall become a resident of the city. The city commission may establish an appropriate contract for the city manager, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. The city manager may also be deemed to be a regular employee of the city, and the employment conditions, compensation, benefits and other terms may be set by the city commission through ordinance, resolution or policy. During the absence or disability of the city manager, the city commission shall designate some properly qualified person to temporarily execute the function of the city manager.

Proposed Language

- The City Commission ~~shall~~ must appoint a City Manager who ~~shall~~ be is the administrative head of the municipal government under the direction and supervision of the City Commission and ~~shall~~ holds office at the pleasure of the City Commission. The City Manager ~~shall~~ must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than ~~30~~ 90 days after executing the Oath of Office, the City Manager ~~shall~~ must become a resident of the City. The City Manager must have prior experience managing at least one government organization with at least 250 employees and several departments, be a member in good standing of a professional organization such as the International City/County Management Association, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Commission ~~may~~ will establish an appropriate contract for the City Manager, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy. ~~During the absence or disability of the City Manager, the City Commission shall designate some properly qualified person to temporarily execute the function of the City Manager.~~ The City Manager must designate a City Manager Pro Tem subject to the approval of the City Commission. The City Manager Pro Tem will serve as City Manager in the absence or disability of the City Manager.

Rationale – Section 25

- Clean up legalese
- Expand time for new City Manager to relocate
- Added minimum qualifications for City Manager
- Require City Manager to designate pro tem

Section 26, 27, 28 – Reserved.

Current Language

- Sec. 26. – Reserved.
- Sec. 27. – Reserved.
- Sec. 28. – Reserved.

Proposed Language

- No changes

Section 29 - Powers and duties enumerated.

Current Language

The city manager shall be responsible to the city commission for the proper administration of all affairs of the city, and to that end his powers are and they shall be:

- (a) To see that the laws and ordinances are enforced.
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the city; all appointments to be made upon merit and fitness alone.
- (c) To exercise control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, including public utilities owned by said city.
- (d) To see that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (e) To attend all meetings of the city commission, and of its committees, with right to take part in the discussions, but without having a vote.
- (f) To recommend to the commission for adoption such measures as he may deem necessary or expedient in the interests of the city.
- (g) To keep the city commission fully advised as to the financial condition and needs of the city and to submit for its consideration an annual budget.
- (h) To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the city commission.
- (i) He shall be purchasing agent for the city, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also conduct all sales of personal property which the commission may authorize to be sold as having become unnecessary or unfit for the city's use. All purchases and sales shall conform to such regulations as the city commission may from time to time prescribe.

Proposed Language

The City Manager shall be responsible to the City Commission for the proper administration of all affairs of the City, and to that end he has the following powers and duties are and they shall be:

- (a) To see that the laws and ordinances are enforced.
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone.
- (c) To exercise control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission. including public utilities owned by said City.
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise contract are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote.
- (f) To recommend to the Commission for adoption such measures as he may deem necessary or expedient in the interests of the City.
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan.
- ~~(h) To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the City Commission.~~
- ~~(i) He shall be purchasing agent for the City, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also conduct all sales of personal property which the Commission may authorize to be sold as having become unnecessary or unfit for the City's use. All purchases and sales shall must conform to such regulations as the City Commission may from time to time prescribe. To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations.~~
- (j) (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.

Rationale – Section 29

- Clean up legalese
- Require CM to prepare a capital improvement plan

Section 30 – Reserved.

Current Language

- Sec. 30. – Reserved.

Proposed Language

- No changes

Section 31 - City Attorney appointment and duties.

Current Language

a) *Appointment; tenure of office; qualifications; and attorney pro tem.* The City Commission shall appoint a city attorney, who shall act as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Attorney shall be chosen on the basis of legal and administrative qualifications. The City Commission shall establish an appropriate contract for the City Attorney, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.

b) *Powers and duties enumerated.* The City Attorney shall be responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers shall be the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each the City Attorney's approval;
- 2) The City Attorney shall be authorized to take such action required to avoid default judgment against the City in any litigation and shall obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney shall review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) The City Attorney shall provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney shall report to the City Attorney. The City Attorney shall have the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein.

Proposed Language

a) Appointment; tenure of office; qualifications; and attorney pro tem. The City Commission ~~shall must~~ appoint a City Attorney, who ~~shall~~ acts as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney ~~shall~~ serves under the direction and supervision of the City Commission and ~~shall~~ holds office at the pleasure of the City Commission. The City Attorney ~~shall must~~ be chosen on the basis of legal and administrative qualifications. The City Commission ~~shall must~~ establish an appropriate contract for the City Attorney, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission ~~shall must~~ designate a properly qualified person to temporarily execute the functions of the office.

b) Powers and duties enumerated. The City Attorney ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers ~~shall be~~ are the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and ~~shall endorses~~ shall on each the City Attorney's approval;
- 2) ~~The City Attorney shall be is authorized~~ To take such action required to avoid default judgment against the City in any litigation and ~~shall must~~ obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney ~~shall must~~ review with the City Commission at the next regular meeting when ~~any~~ action to avoid default has been taken by the City Attorney;
- 3) ~~The City Attorney shall~~ Provides opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney ~~shall~~ report to the City Attorney. The City Attorney ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein.

Rationale – Section 31

- Clean up legalese

Section 32 - Additional duties.

Current Language

- In addition to the duties specifically imposed under the preceding section, he [the city attorney] shall perform such other professional duties as may be required of him by ordinance or resolution of the city commission or as are prescribed for city attorneys under the general law of the state which are not inconsistent with this Charter and with any ordinance or resolution which may be passed by the city commission.

Proposed Language

- **Sec. 32. - ~~Additional duties,~~ Attorney pro tem.**
- ~~In addition to the duties specifically imposed under the preceding section, he [the City attorney] shall perform such other professional duties as may be required of him by ordinance or resolution of the City Commission or as are prescribed for City attorneys under the general law of the state which are not inconsistent with this Charter and with any ordinance or resolution which may be passed by the City Commission. For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.~~

Rationale – Section 32

- Requires appointment of pro tem

Section 33 - Qualifications

Current Language

- The city attorney shall be a lawyer admitted to and having authority to practice in all courts of the state.

Proposed Language

- The City Attorney ~~shall~~ must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

Rationale – Section 33

- Clean up legalese
- More clearly define qualifications for City Attorney

Section 34, 35, 36, 37, 38 – Reserved.

Current Language

- Sec. 34. – Reserved.
- Sec. 35. – Reserved.
- Sec. 36. – Reserved.
- Sec. 37. – Reserved.
- Sec. 38. – Reserved.

Proposed Language

- No changes

Section 39, 40 – Reserved.

Current Language

- Sec. 39. – Reserved.
- Sec. 40. – Reserved.

Proposed Language

- No changes

Section 41 - Police ~~force~~ Department— Composition; authority of chief.

Current Language

- The police force of the City of Fernandina [Beach] shall consist of a chief of police and as many subordinate officers, policemen and employees as the city commission shall by resolution determine. The chief of police shall have exclusive control of the stationing and transfer of all patrolmen and other officers and employees constituting the police force, subject to the approval of the city manager and under such rules and regulations as the city commission may prescribe or as may be prescribed by the ordinances of the city

Proposed Language

- The police ~~force~~ department of the City of Fernandina [Beach] ~~shall consist of~~ a chief of police and as many subordinate officers, ~~policemen/policewomen~~ and employees as the City Commission ~~shall by resolution determine by ordinance~~. The chief of police ~~shall have~~ has exclusive control of the stationing and transfer of all ~~patrolmen and other~~ officers and employees constituting the police force department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.

Rationale – Section 41

- Clean up legalese
- Prohibits dissolution of police department solely by Commission vote
- Allows for emergency temporary appointments for additional police officers (repeats language already given to fire department)

Section 42, 43 – Reserved.

Current Language

- Sec. 42. – Reserved.
- Sec. 43. – Reserved.

Proposed Language

- No changes

Section 44 - Fire ~~force~~ Department; composition; authority of chief.

Current Language

- The fire force of the city shall consist of a chief, who shall be fire warden, and as many subordinate officers, firefighter/rescue personnel and employees as the city commission shall, by ordinance, determine. The fire chief shall have exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire force subject to such rules and regulations as may be prescribed by the city manager or by ordinance of the city; he shall have exclusive management and control of such officers and employees as may be employed in the administration of the affairs of his force. In case of riot, conflagration or like emergency, the city manager may appoint additional firefighter/rescue personnel for temporary service.

Proposed Language

- The fire ~~force~~ department of the City ~~shall~~ consists of a chief, ~~who shall be fire warden,~~ and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, ~~shall,~~ by ordinance, determines. The fire chief ~~shall have~~ has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire ~~force~~ department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; ~~he shall have~~ the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs of ~~his~~ the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

Rationale – Section 44

- Clean up legalese
- Prohibits dissolution of fire department solely by Commission vote

Section 45 - ~~Public utilities.~~ Reserved.

Current Language

- The City of Fernandina Beach shall have the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.

DELETE and Reserve Sec. 45.

- ~~The City of Fernandina Beach shall have has the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.~~

Rationale – Section 45

- Move to Sec. 7 because that is where municipal powers are stated.

Section 46 – City Clerk appointment; ~~tenure of office~~; qualifications; ~~and clerk pro tem~~.

Current Language

- The City Commission shall appoint a City Clerk, who shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Clerk shall be chosen on the basis of administrative qualifications. The City Commission shall establish an appropriate contract for the City Clerk, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.

Proposed Language

- The City Commission ~~shall~~ must appoint a City Clerk, who ~~shall serves~~ must under the direction and supervision of the City Commission and ~~shall holds~~ must office at the pleasure of the City Commission. The City Clerk ~~shall~~ must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission ~~shall~~ must establish an appropriate contract for the City Clerk, which ~~shall contains~~ must the employment conditions, compensation, benefits and such other terms as may be appropriate. ~~During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.~~

Rationale – Section 46

- Clean up legalese
- Add minimum qualifications to Clerk position

Section 47 - Powers and duties enumerated.

Current Language

The City Clerk shall be responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers shall be the following:

- a) Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal shall be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal shall be maintained of the proceedings of all boards and committees required by the City Commission;
- b) The City Clerk shall be the custodian of the seal of the City;
- c) Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- d) Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- e) Serve as legal custodian of all city records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents, and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;
- f) Authenticate all ordinances, resolutions and transcripts of legislative functions;
- g) Publish all public notices required by the City Commission or by law;
- h) Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- i) Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- j) File all liens, satisfactions and releases as authorized by the City Manager;
- k) Serve as notary public on behalf of the City and attest all City documents as required;
- l) The direct employees of the City Clerk in the office of the City Clerk shall report to the City Clerk. The City Clerk shall have the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; and
- m) Any other duties as required by the City Commission.

Proposed Language

Sec. 47. – City Clerk powers and duties enumerated.

The City Clerk ~~shall be~~ is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers ~~shall be~~ are the following:

- a) Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal ~~shall~~ must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal ~~shall~~ must be maintained of the proceedings of all boards and committees required by the City Commission;
- b) ~~The City Clerk shall be~~ is the custodian of the seal of the City;
- c) Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- d) Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- e) Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents. ~~and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;~~
- f) Authenticate all ordinances, resolutions and transcripts of legislative functions;
- g) Publish all public notices required by the City Commission or by law;
- h) Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- i) Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- j) File all liens, satisfactions and releases as authorized by the Mayor or City Manager;
- k) Serve as notary public on behalf of the City and attest all City documents as required;
- l) The direct employees of the City Clerk in the office of the City Clerk ~~shall~~ report to the City Clerk. The City Clerk ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; ~~and~~
- m) ~~Any other duties as required by the City Commission.~~ Maintains City records of annexations and the official City boundaries, as they may be amended from time to time, and
- (n) For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be appointed for approval by the City Commission

Rationale – Section 47

- Clean up legalese
- Pro tem moved from 46 to 47
- Require maintenance of city boundary map

Section 48-57 – Reserved.

Current Language

- Sec. 48. – Reserved.
- Sec. 49. – Reserved.
- Sec. 50. – Reserved.
- Sec. 51. – Reserved.
- Sec. 52. – Reserved.
- Sec. 53. – Reserved.
- Sec. 54. – Reserved.
- Sec. 55. – Reserved.
- Sec. 56. – Reserved.
- Sec. 57. – Reserved.

Proposed Language

- No changes

Section 58 - Department of finance established.

Current Language

- There shall be a department of Finance, which shall be headed by a City Comptroller, who shall be under the supervision of the City Manager. The City Comptroller shall be the custodian of all monies of the City and shall keep, preserve, invest and deposit all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Proposed Language

- There ~~shall be~~ is established a department of Finance, which ~~shall be~~ is headed by a City Comptroller, ~~who shall be~~ under the supervision of the City Manager. The City Comptroller must be a Certified Public Accountant (CPA) or have same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller ~~shall be~~ is the custodian of all monies of the City and ~~shall keep, preserves, reconciles, records, invests and deposits~~ all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Rationale – Section 58

- Clean up legalese
- Adding minimum qualifications

Section 59 - ~~Bond~~. Comptroller

Current Language.

- The city comptroller shall give a bond in the amount established by ordinance of the city commission from time to time.

Proposed Language

- The City Comptroller ~~shall give a bond in the amount established by ordinance of the city commission from time to time~~ must have insurance for professional liability to protect the City.

Rationale – Section 59

- Clean up legalese

Section 60 - Collection of interest on investments or deposits.

Current Language

- All moneys due as interest upon investments or deposits shall be collected by the city comptroller and placed to the credit of the city, and any and all bonds and securities taken for investments and deposits shall be held by the city comptroller for safe keeping for the benefit of the city.

Proposed Language

- All moneys due as interest upon investments or deposits ~~shall be~~ are collected by the city comptroller and placed to the credit of the city, and any and all bonds and securities taken for investments and deposits ~~shall be~~ are held by the city comptroller for safe keeping for the benefit of the city. The Comptroller must propose and sound, written investment policies which are approved by City Commission.

Rationale – Section 60

- Clean up legalese
- Added duty to provide investment plan

Section 61 - Collection of taxes, license fees and all moneys belonging to city.

Current Language

- The City Comptroller shall assure that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.

~~Proposed Language-DELETE and Reserve Sec. 61~~

- ~~• The City Comptroller shall assures that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.~~

Rationale – Section 61

- Redundant, Section 58 covers the same

Section 62 - Payment of moneys; procedure.

Current Language

- The City Comptroller shall issue checks to be paid from city funds only in accordance with established procedures, which procedures shall be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City shall be established by resolution.

Proposed Language

- The City Comptroller ~~shall~~ issues checks to be paid from city funds only in accordance with established procedures, which procedures ~~shall~~ must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City ~~shall~~ must be established by resolution.

Rationale – Section 62

- Clean up legalese

Section 63 - Reserved.

Current Language

- Sec. 63. - Reserved.

Proposed Language

- No changes

Section 64 - Financial report; submission to commission monthly.

Current Language

- At a regular city commission meeting, the city comptroller shall submit to the city commission through the city manager, a detailed report of the financial status of the City funds. The city comptroller, or designee, shall also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the commission.

Proposed Language

- At a regular City Commission meeting, the City Comptroller ~~shall~~ will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, ~~shall~~ will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

Rationale – Section 64

- Clean up legalese
- Requiring report monthly, annual financial audit

Section 65, 66, 67, 68 – Reserved.

Current Language

- Sec. 65. – Reserved.
- Sec. 66. – Reserved.
- Sec. 67. – Reserved.
- Sec. 68. – Reserved.

Proposed Language

- No changes

Section 69 - How constituted.

Current Language

- The city commission may at any time appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the city commission or the city manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the city. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the city.

Proposed Language

- The City Commission may at any time appoint a fact-finding or advisory board or boards, composed of ~~men and women~~ who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any such board ~~shall~~ serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties ~~shall be~~ are to consult and advise with such municipal officers and make written recommendations, which ~~shall~~ become part of the records of the City.

Rationale – Section 69

- Clean up legalese

Section 70 - Reserved.

Current Language

- Sec. 70. - Reserved.

Proposed Language

- No changes

Section 71 - Annual estimate of expenditures and revenues for forthcoming year; submission to city commission by city manager.

Current Language

- The City Manager shall set forth an estimate of the expenditures and revenues of the city for the upcoming fiscal year. The estimate of expenditures and revenues shall be submitted in compliance with the procedures set forth in the laws of Florida. The estimates and budget so given and constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the city government for the ensuing fiscal year.

Proposed Language

- The City Manager ~~shall~~ sets forth an estimate of the expenditures and revenues of the city for the upcoming fiscal year. The estimate of expenditures and revenues must ~~shall~~ be submitted in compliance with the procedures set forth in the laws of Florida. The estimates, ~~and budget~~ and 5-year capital improvement plan so given and constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year ~~shall~~ must be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the city government for the ensuing fiscal year.

Rationale – Section 71

- Clean up legalese
- Adds reference to Capital Improvement Plan

Section 72 - Annual budget and appropriation.

Current Language

- The city commission shall abide by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.

Proposed Language

- The City Commission ~~shall~~ abides by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.

Rationale – Section 72

- Clean up legalese

Section 73 - Reserved.

Current Language

- Sec. 73. - Reserved.

Proposed Language

- No changes

Section 74 - Transfer of funds.

Current Language

- Upon request of the city manager, the city commission may authorize a budget amendment or budget transfer by resolution. The city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time.

Proposed Language

- Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager ~~shall be~~ is authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time.

Rationale – Section 74

- Clean up legalese

Section 75 - Limitation on appropriations.

Current Language

- At the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation. Any accruing revenue of the city, not appropriated and hereinbefore provided, and any balance at any time remaining after the purpose of the appropriation shall have been satisfied or abandoned may from time to time be appropriated by the city commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the city commission.

Proposed Language

- At the close of each fiscal year the unencumbered balance of each appropriation ~~shall~~ reverts to the respective fund from which it was appropriated and ~~shall be~~ is subject to future appropriation. Any accruing revenue of the City, not appropriated and ~~hereinbefore provided~~, and any balance at any time remaining after the purpose of the appropriation ~~shall have~~ has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money ~~shall~~ may be drawn from the treasury of the City, nor ~~shall~~ any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission.

Rationale – Section 75

- Clean up legalese

Section 76, 77 - Reserved.

Current Language

- Sec. 76. - Reserved.
- Sec. 77. - Reserved.

Proposed Language

- No change

Section 78 - Ad valorem taxes.

Current Language

- (1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.
- (2) The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers and in such manner as is prescribed by general law.
- (3) Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Proposed Language

- (1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized; to levy ad valorem taxes on real and tangible personal property within the municipality.
- (2) The assessment and collection of municipal ad valorem taxes ~~shall~~ will be performed by appropriate officers and in such manner as is prescribed by general law.
- (3) Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Rationale – Section 78

- Clean up legalese

Section 79 - Regulatory fees.

Current Language

- Pursuant to the laws of the State of Florida, this municipality may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

Proposed Language

- No changes

Section 80 - Reserved.

Current Language

- Sec. 80. – Reserved.

Proposed Language

- No changes

Section 81 - Certification of funds for contracts, obligations, etc.

Current Language

- No contract, agreement, or other obligation involving the expenditure of money shall be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the city commission or be authorized by any officer of the city, unless the comptroller first certifies to the city commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter be considered appropriated until the city is discharged from the contract, agreement or obligation.

Proposed Language

- No contract, agreement, or other obligation involving the expenditure of money ~~shall~~ may be entered into, nor ~~shall~~ any ordinance, resolution or order for the expenditure of money be passed by the City Commission or be authorized by any officer of the city, unless the Comptroller first certifies to the City Commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified ~~shall hereafter~~ will be considered appropriated until the city is discharged from the contract, agreement or obligation.

Rationale – Section 81

- Clean up legalese

Section 82—107 - Reserved.

Current Language

- Secs. 82—107. - Reserved.

Proposed Language

- No changes

Section 107A. - Community redevelopment areas.

Current Language

- The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.

Proposed Language

- No changes

Sections 108—119 - Reserved.

Current Language

- Secs. 108—119. - Reserved.

Proposed Language

- No changes

Section 120 - Salaries and compensation.

Current Language

- The city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall be uniform for like services in each grade of the city service, as the same shall be graded or classified by the city manager, and approved by the city commission. All such salaries and rates of pay, with dates of employment and discharge, shall be immediately reported to the city clerk. All fees and moneys received or collected by officers and employees shall be immediately paid over to the city comptroller on the date of their receipt.

Proposed Language

- The City Commission ~~shall fix~~es, by ordinance, the salary or compensation of the City Attorney, ~~the department heads~~, the City Manager, City Clerk, and the city commission. The city manager ~~shall fix~~es the number and compensation of all other officers and employees. The salaries or compensation ~~so fixed shall must~~ be uniform for like services in each grade of the city service, as the same ~~shall~~ will be graded or classified by the City Manager, and approved by the City Commission. All ~~such~~ salaries and rates of pay, with dates of employment and discharge, ~~shall must~~ be immediately reported to the City Clerk. All fees and moneys received or collected by officers and employees ~~shall must~~ be immediately paid over to the city Comptroller on the date of their receipt.

Rationale – Section 120

- Clean up legalese

Section 121 - Oath of office.

Current Language

- Every officer of the city shall, before entering upon the duties of his office, take and subscribe to an oath or affirmation to be filed and kept in the office of the city clerk, which oath shall be in the form prescribed for state officers by the Constitution of the State.

Proposed Language

- Every officer of the city ~~shall~~ must, before entering upon the duties of ~~his~~ the office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which oath ~~shall be~~ is in the form prescribed for state officers by the Constitution of the State.

Rationale – Section 121

- Clean up legalese

Section 122 - ~~Official bonds.~~

Current Language

- The city commission or city manager, in fixing the salary of any officer, clerk or employee shall determine whether or not such officer, clerk or employee shall give bond, and the amount thereof, which bond shall be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall be filed in the office of the city clerk.

Proposed Language

- ~~The City Commission or City Manager, in fixing the salary of any officer, clerk or employee shall determines whether or not such officer, clerk or employee shall may give bond, and the amount thereof, which bond shall must be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall must be filed in the office of the City Clerk.~~

Rationale – Section 121

- Clean up legalese

Sections 123, 123A, 124 – Reserved.

Current Language

- Sec. 123. – Reserved.
- Sec. 123A. – Reserved.
- Sec. 124. – Reserved.

Proposed Language

- No changes

Section 125 - ~~Election arrangements; declaration of election results; appointment of inspectors.~~

Current Language

- The city commission shall make all necessary arrangements for holding all municipal elections, and shall declare the result thereof. Inspectors, poll workers and clerks of election shall be appointed by the city commission except that if the commission shall fail to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.

Proposed Language

- ~~The City Commission shall makes all necessary arrangements for holding all municipal elections, and shall declares the result thereof. Inspectors, poll workers and clerks of election shall be are appointed by the city commission except that if the commission shall fails to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.~~

Rationale – Section 125

- Clean up legalese

Sections 125A. - 135 - Reserved.

Current Language

- Secs. 125A—135. - Reserved.

Proposed Language

- No changes

Section 136 - Administrative investigations.

Current Language

- The city commission shall authorize investigations by resolution. The city commission shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated; and for such purpose shall have power to compel the attendance of witnesses and the production of books, papers, and other evidence; and for that purpose may issue subpoenas or attachments which shall be signed by the mayor or the city manager and shall be served by any officer authorized by law to serve such process. The authority making such investigation shall have power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; and shall also have power to punish as for contempt any person refusing to testify to any fact within his knowledge, or produce any book or papers under his control relating to the matter under investigation. Nothing in this section should be construed to limit the charter officers' ability to inquire into matters under their respective areas of responsibility.

Proposed Language

- The City Commission ~~shall~~ may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, ~~shall~~ have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated; and for such purpose ~~shall have~~ has the power to compel the attendance of witnesses and the production of books, papers, and other evidence; and for that purpose may issue subpoenas or attachments which ~~shall must~~ be signed by the Mayor or the City Manager and ~~shall must~~ be served by any officer authorized by law to serve such process. The authority making such investigation ~~shall have~~ has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; and ~~shall also have~~ has power to punish as for contempt any person refusing to testify to any fact within his knowledge, or produce any book or papers under his control relating to the matter under investigation. Nothing in this section should be construed to limit the charter officers' ability to inquire into matters under their respective areas of responsibility.

Rationale – Section 136

- Clean up legalese
- Allowing Charter Officers and advisory boards administrative investigatory powers

Section 137 - Dedication of streets.

Current Language

- No street or alley hereinafter dedicated to public use by the owner of any land within the city shall be deemed a public street or alley, under the care or control of the city, unless the dedication be accepted and confirmed by ordinance passed for such purpose.

Proposed Language

- No street or alley hereinafter dedicated to public use by the owner of any land within the city ~~shall~~ will be deemed a public street or alley, under the care or control of the city, unless the dedication be accepted and confirmed by ordinance or resolution passed for such purpose.

Rationale – Section 137

- Clean up legalese

Sections 138-140- Reserved.

Current Language

- Secs. 138—140. - Reserved.

Proposed Language

- No changes

Section 141 - General laws of state to apply.

Current Language

- All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be applicable to this city; provided, however, that nothing contained in this Charter shall be construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.

Proposed Language

- All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, ~~shall be~~ are applicable to this city; provided, however, that nothing contained in this Charter ~~shall be~~ is construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.

Rationale – Section 141

- Clean up legalese

Section 142 – ~~Reserved~~ Charter Review.

Current Language

- Sec. 142. – Reserved.

Sec. 142. Charter Review.

- At least once every seven (7) years, the City Commission must appoint a Charter Review Committee, in an odd-numbered year, of not less than seven (7) members from the City electors to review the City Charter and propose any amendments or revisions, which may be advisable for placement on the election ballot.

Section 143 - Savings clause.

Current Language

- If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Proposed Language

- If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same ~~shall not be held to~~ does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Section 144 - When this Charter becomes effective

Current Language

- The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the said City of Fernandina Beach voting at a special election to be held in the City of Fernandina Beach

Proposed Language

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-16
Land Development Code Amendment - Building Height Encroachments

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-16 at Second Reading.

SYNOPSIS: The City of Fernandina Beach has established strict building height calculations which serve to preserve its small-town characteristic and avoid large structures along its coastline. The requested changes have been vetted over nearly two years to determine if there are valid concerns relative to the current allowable height encroachments. The Planning Advisory Board has consistently maintained that these encroachments should be reduced or eliminated altogether. Staff recommends approval of the requested amendments.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on May 19, 2020.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-16 at Second Reading.

Kelly Gibson, AICP, Planning Director	5/28/2020
Nicole Bednar, Administrative Services Manager	5/28/2020
Dale L. Martin, City Manager	6/4/2020
Tammi E. Bach, City Attorney	6/5/2020
Katie Newton, Legal Assistant	6/9/2020

Date: May 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS BY AMENDING SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS, AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT, AND AMENDING LDC SECTION 10.02.01(D) VARIANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for an LDC text amendment to modify standards for height encroachments; and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, March 11, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 28, 2020.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending LDC Section 1.07.00 Acronyms and Definitions, Section 4.02.03 Standards for Building and Building Placement – Mechanical Equipment and Calculation of Heights and Section 10.02.01 (D) Variances.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon enactment.

ENACTED this 16th day of June, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2020-16
EXHIBIT “A”

Section 1.07.00 Acronyms and Definitions

Adding: **Mechanical Equipment** – means equipment which provides heating, venting and air conditioning, water tanks, elevator and elevator shafts, and other mechanical systems as defined in the Florida Building Code.

Adding: **Parapet** – means that portion of wall extending above the roofline.

Adding: **Residential Structure** – means a building or enclosure which includes one of more dwelling units.

Adding: **Non-residential Structure** – means a building or enclosure which does not include one or more residential dwelling units.

Adding: **Chimney** – as defined by the Florida Building Code.

Adding: **Rooftop architectural features** means any space which is uninhabitable and non-conditioned part, portion, projection, or any characteristic which contributes to the beauty or elegance of a building or structure, exclusive of signs. Example features may include, but are not limited to, cupolas, parapet walls, railings, weathervanes, or other similar minor ornamental elements.

Amending: **Building, height of** means the vertical distance from the ~~approved finished average~~ natural grade to the highest point on the structure unless located within a flood hazard area.

Section 4.02.03 Acronyms and Definitions

C. Standards for building height:

1. Building height shall be measured from the average natural grade, to the highest point on the structure unless the property is located within a flood hazard area as provided herein. Properties located within a flood hazard area shall measure building height to the highest point on the structure from:
 - a. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard areas.
 - b. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.
2. ~~The calculation of maximum height shall not include appurtenances or attachments such as chimneys, elevator shafts, antennas, decorative architectural features, steeples, air conditioning equipment enclosures, cupolas, weather vanes, and other similar minor building features. All ornamental features which are exempt from the maximum height shall not be habitable.~~

REPLACE WITH 2. Building Height Encroachments: The calculation of maximum building height shall not include architectural rooftop features, mechanical equipment, elevator shafts, chimneys or other venting systems as required by the Florida Building Code, except as provided in subsection 4.02.03(C)2(a).

a. Residentially zoned properties located within 1,000 feet of the Coastal Construction Control Line (CCCL) cannot exceed 35 feet in building height. The only permissible encroachments are chimneys or other venting systems as required by the Florida Building Code.

D. Buildings shall comply with the standards in Table 4.02.03(E) set forth below:

Table 4.02.03(E). Standards for Building Heights and Setbacks

Zoning District	Maximum Building Height (ft.) ¹	Minimum Setback			
		Front (ft.)	Side ²	Rear (ft.)	Corner Lot (side abutting street) (ft.) ³
RE	35	25	10% of lot width	25	15
R1-G	35	25	10% of lot width	25, 50 feet for fairway lots	15
R-1	35	25	10% of lot width	25	15
RLM	35	25	10% of lot width	25	15
R-2	35	25	10% of lot width	20	15
R-3	45	25	10% of lot width	20	15
OT-1	35	See specific standards in Section 8.01.01.02.			
OT-2	35	See specific standards in Section 8.01.01.02.			
MU-1	35	None	None ⁴	10	10
MU-8	45	See specific standards in Section 4.03.03			
C-1	45	None	None ⁴	10	10
C-2	45	None	None	None	None
C-3	45	None	None	None	None
I-1	45 ⁵	None	None	None	None
I-2	45 ⁵	None	None	None	None
I-A	45	None	None	None	None
I-W	35	None	None	None	None
W-1	See specific standards in Section 8.01.02.				
PI-1	45	25	10	10	10
CON	25	None	None	None	None
REC	25	None	None	None	None

1. A building on any lot within 800 feet of the mean high water line of the Atlantic Ocean within 1,000 feet of the Coastal Construction Control Line (CCCL) shall not exceed thirty-five (35) feet in building height.
2. Each side yard setback shall be increased by one-half (½) foot for each one (1) foot, or fraction thereof, of building heights above twenty-five (25) feet.
3. Buildings shall not encroach into the required clear visibility triangle at intersections, as set forth in Section 7.01.08.
4. Where access is provided from an alley or public street to the rear of the principal building, no side yard setback is required. Where such access is not available, one (1) side yard shall be a minimum of ten (10) feet. Any other side yard shall have a minimum side yard setback of zero (0) feet.

5. Manufacturing and/or Assembly – Heavy uses shall be exempt from height regulations.

Section 10.02.01 Generally (Variances)

D. Limitations on the grant of a variance

12. A variance shall not be granted to ~~exceed~~ reduce the minimum side yard setbacks listed in Table 4.02.03 (E) ~~for any building within 800 feet of the mean high water mark of the Atlantic Ocean for buildings within 1,000 feet of the Coastal Construction Control Line (CCCL).~~

APPLICATION FOR LAND DEVELOPMENT CODE TEXT AMENDMENTS

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach
AGENT:	Self
REQUESTED ACTION:	Land Development Code Text Amendments: • 1.07.00 Acronyms and Definitions • 4.02.03 Standards for Buildings and Building Placement – Mechanical Equipment and Calculation of Heights • 10.02.01(D) Variances
STAFF RECOMMENDATION:	The City of Fernandina Beach has established strict building height calculations which serve to preserve its small-town characteristic and avoid large structures along its coastline. The requested changes have been vetted over nearly two years to determine if there are valid concerns relative to the current allowable height encroachments. The Planning Advisory Board has consistently maintained that these encroachments should be reduced or eliminated altogether. Building height is not a topic for which there is any planning principle that provides guidance. However, implementation of established community values is a planning principle. The effort undertaken has been completed in a deliberate manner to inform the development community of the desired changes which serve to achieve the established value. Therefore, staff recommends approval of the requested amendments.

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

SUMMARY OF REQUEST:

Rationale: The amendments provided in LDC Sections 1.07.00 and 4.02.03 (C) serve to address the direction provided by the City Commission in the Summer of 2018. The Planning Advisory Board has discussed the topic of height and height encroachment at several regular board meetings (October 2018, April and December 2019 and January 2020). Minutes of these meetings have been provided as part of the back-up materials. These changes provide clarification for the calculation of building heights to disallow elevator shafts and large walls which exceed the maximum building height. The intent behind these changes is to reduce the number of allowable encroachments beyond the established building height.

The PAB appointed a subcommittee of board members to meet in a special meeting on February 26, 2020. At that meeting, attention was focused on how to direct changes which serve to meet the concerns prompting the requested amendments. The subcommittee determined that the primary issue to be addressed was allowable height encroachments for residential structures along the Atlantic Ocean coastline. Staff presented several alternatives for the subcommittee to consider in addressing that specific concern. There was consensus to consider language encroachment restrictions only for residential structures within 1,000 feet of the Coastal Construction Control Line, with exception of ventilation pipes and chimneys. The proposed language provided herein, is consistent with the consensus of subcommittee members.

Section 1.07.00 Acronyms and Definitions

Adding: **Mechanical Equipment**- means equipment which provides heating, venting and air conditioning, water tanks, elevator and elevator shafts, and other mechanical systems as defined in the Florida Building Code.

Adding: **Parapet** – means that portion of a wall extending above the roofline.

Adding: **Residential Structure**- means a building or enclosure which includes one or more dwelling units,

Adding: **Non-residential Structure**- means a building or enclosure which does not include one or more residential dwelling units.

Adding: **Chimney**- as defined by the Florida Building Code.

Adding: **Rooftop architectural features** means any space which is uninhabitable and non-conditioned part, portion, projection, or any characteristic which contributes to the beauty or elegance of a building or structure, exclusive of signs. Example features may include, but are not limited to, cupolas, parapet walls, railings, weathervanes, or other similar minor ornamental elements.

Amending: **Building, height of** means the vertical distance from the ~~approved finished average natural~~ grade to the highest point on the structure unless located within a flood hazard area.

Rationale: To add definitions for clarification of terms provided in LDC Section 4.02.03.

SUBCOMMITTEE MEETING LDC LANGUAGE: Proposed language would set limitations on building height encroachments for properties located within the landward and seaward sides of the Coastal Upland Protection Zone (CUPZ) as defined in LDC Section 3.01.02. "There is hereby established a Coastal Upland Protection Zone (CUPZ) which is an area extending 1,000 feet landward from the Coastal Construction Control Line (CCCL).

(INCLUDING DEFINITION CHANGES IN SECTION 1.07.00)

C. Standards for building height:

1. Building height shall be measured from the average natural grade, to the highest point on the structure unless the property is located within a flood hazard area as provided herein. Properties located within a flood hazard area shall measure building height to the highest point on the structure from:
 - a. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard areas.
 - b. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.

- ~~2. The calculation of maximum height shall not include appurtenances or attachments such as chimneys, elevator shafts, antennas, decorative architectural features, steeples, air conditioning equipment enclosures, cupolas, weather vanes, and other similar minor building features. All ornamental features which are exempt from the maximum height shall not be habitable.~~

REPLACE WITH 2. Building Height Encroachments: The calculation of maximum building height shall not include architectural rooftop features, mechanical equipment, elevator shafts, chimneys or other venting systems as required by the Florida Building Code, except as provided in subsection 4.02.03(C)2(a).

a. Residentially zoned properties located within 1,000 feet of the Coastal Construction Control Line (CCCL) cannot exceed 35 feet in building height. The only permissible encroachments are chimneys or other venting systems as required by the Florida Building Code.

D. Buildings shall comply with the standards in Table 4.02.03(E) set forth below:

Table 4.02.03(E). Standards for Building Heights and Setbacks

Zoning District	Maximum Building Height (ft.) ¹	Minimum Setback			
		Front (ft.)	Side ²	Rear (ft.)	Corner Lot (side abutting street) (ft.) ³
RE	35	25	10% of lot width	25	15
R1-G	35	25	10% of lot width	25, 50 feet for fairway lots	15
R-1	35	25	10% of lot width	25	15
RLM	35	25	10% of lot width	25	15
R-2	35	25	10% of lot width	20	15
R-3	45	25	10% of lot width	20	15
OT-1	35	See specific standards in Section 8.01.01.02.			
OT-2	35	See specific standards in Section 8.01.01.02.			
MU-1	35	None	None ⁴	10	10
MU-8	45	See specific standards in Section 4.03.03			
C-1	45	None	None ⁴	10	10
C-2	45	None	None	None	None
C-3	45	None	None	None	None
I-1	45 ⁵	None	None	None	None
I-2	45 ⁵	None	None	None	None
I-A	45	None	None	None	None
I-W	35	None	None	None	None
W-1	See specific standards in Section 8.01.02.				
PI-1	45	25	10	10	10
CON	25	None	None	None	None
REC	25	None	None	None	None

1. A building on any lot within 800 feet of the mean high water line of the Atlantic Ocean 1,000 feet of the Coastal Construction Control Line (CCCL) shall not exceed thirty-five (35) feet in building height.
2. Each side yard setback shall be increased by one-half (1/2) foot for each one (1) foot, or fraction thereof, of building heights above twenty-five (25) feet.
3. Buildings shall not encroach into the required clear visibility triangle at intersections, as set forth in Section 7.01.08.

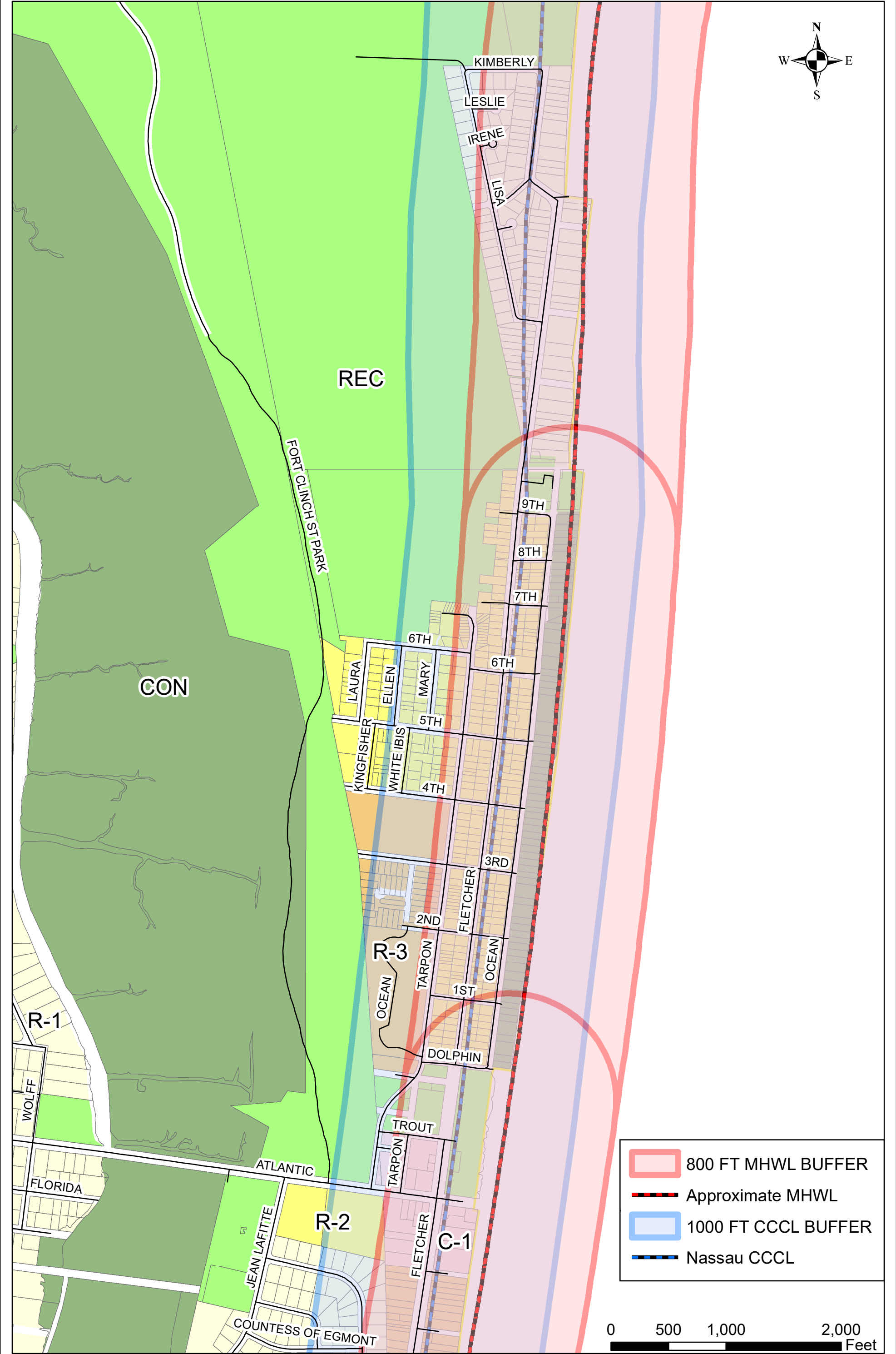
4. Where access is provided from an alley or public street to the rear of the principal building, no side yard setback is required. Where such access is not available, one (1) side yard shall be a minimum of ten (10) feet. Any other side yard shall have a minimum side yard setback of zero (0) feet.
5. Manufacturing and/or Assembly – Heavy uses shall be exempt from height regulations.

10.02.01 Generally (Variances)

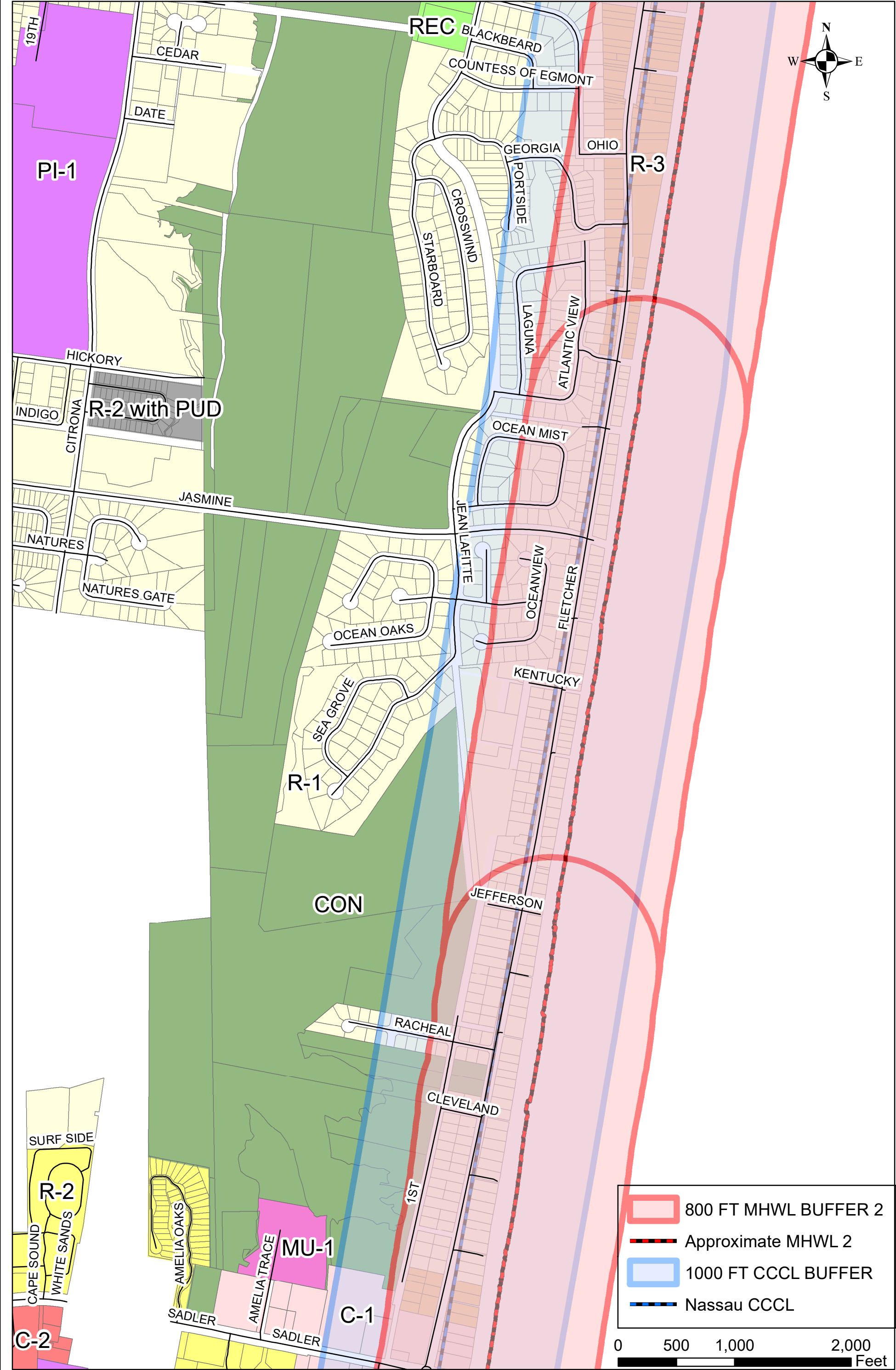
D. Limitations on the grant of a variance

12. A variance shall not be granted to ~~exceed~~ reduce the minimum side yard setbacks ~~listed in Table 4.02.03 (E) for any building within 800 feet of the mean high water mark of the Atlantic Ocean for buildings within 1,000 feet of the Coastal Construction Control Line (CCCL).~~

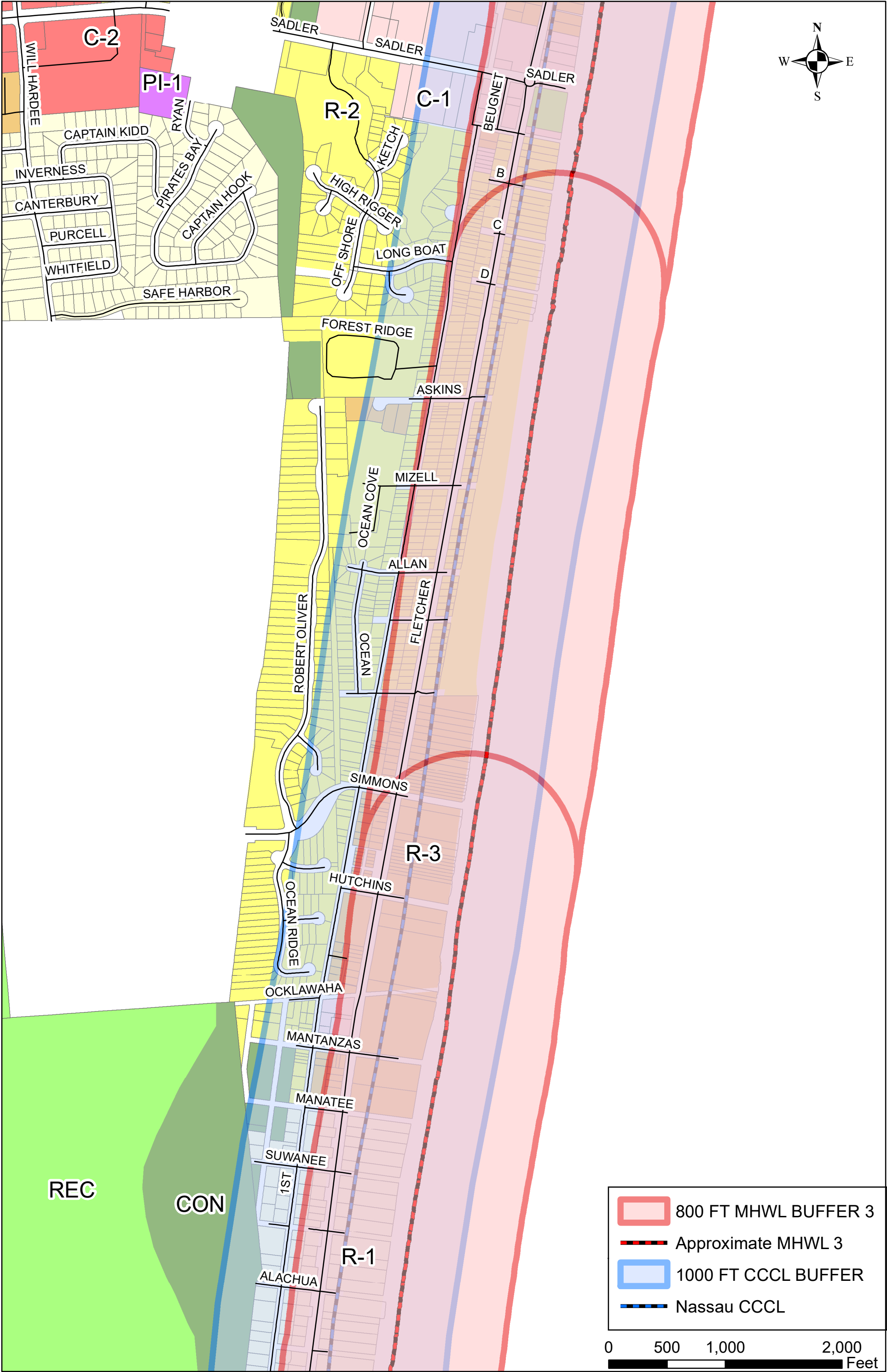
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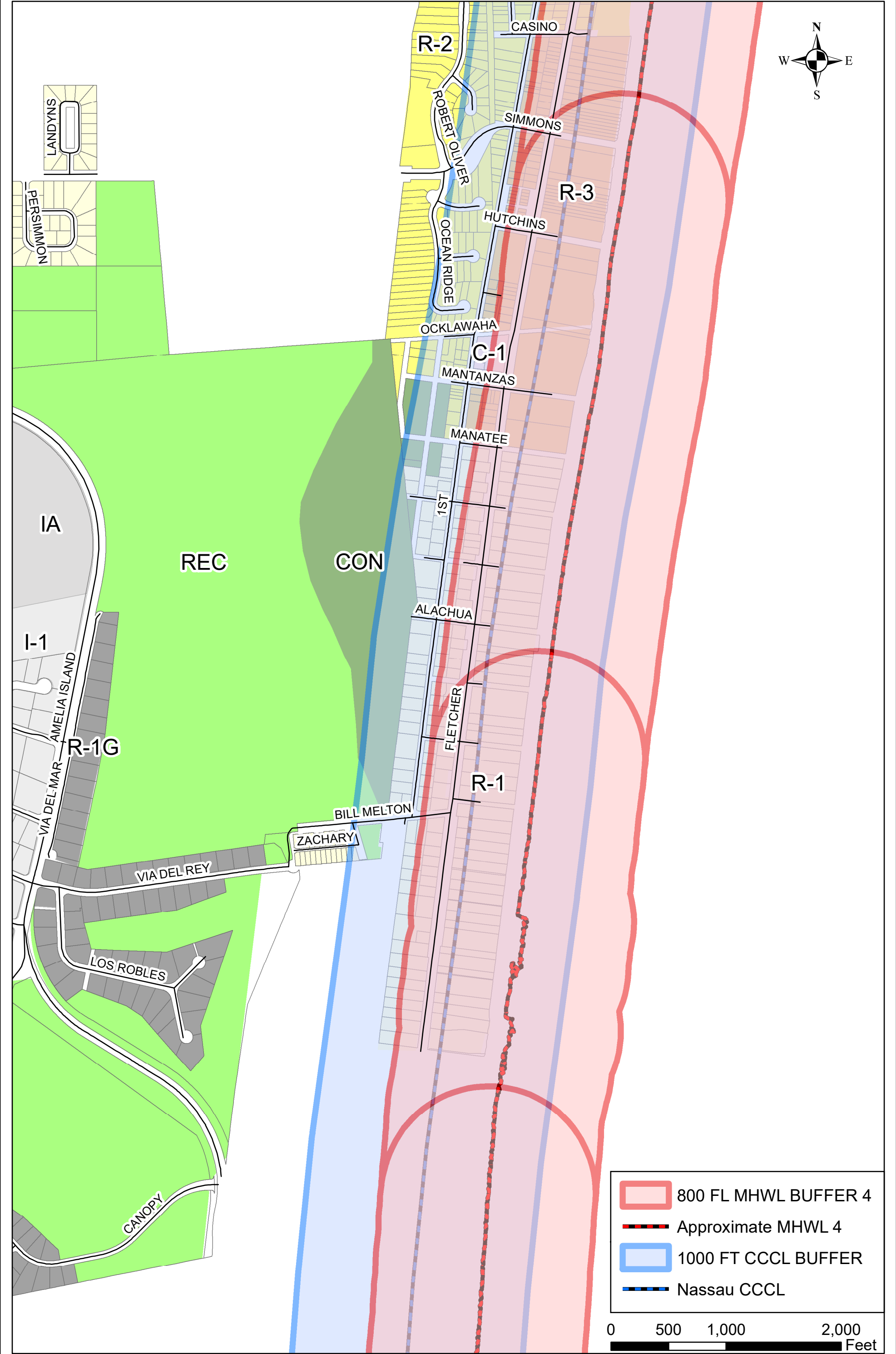
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1000 FT CCCL/800 FT MHWL



1000 FT CCCL/800 FT MHWL





**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 11, 2020**

1. CALL TO ORDER – 5:01PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett
Richard Clark (Chair)
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:46PM)
Genece Minshew (Vice-Chair)*

MEMBERS ABSENT: None

OTHERS PRESENT

*Kelly Gibson, Planning Director
Salvatore Cumella, Historic Preservation Planner*

2. APPROVAL OF MEETING MINUTES

2.1 February 12, 2020 Regular Meeting

ACTION TAKEN: A motion was made by voice vote, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. PLEDGE OF ALLEGIANCE

4. OLD BUSINESS

*4.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2019-07)
CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT
AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN
SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS, AMENDING SECTION
4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND AMENDING LDC
SECTION 10.02.01(D) VARIANCES.*

Motion made by member Bennet to approve as amended at meeting.
2nd by member Stevenson.

Approved unanimously by voice vote.

5. NEW BUSINESS

5.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-03)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 9.02.02 MEMBERSHIP AND TERMS OF OFFICE FOR THE PLANNING ADVISORY BOARD.

Motion made by member Minshew to approve as presented with modifications related to removing the word “shall” and explicitly stating that kitchenettes would be permissible in accessory dwelling units in Old Town.

2nd by member Stevenson

Approved unanimously by voice vote

5.2 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-04)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO CREATE SECTION 8.01.01.01(F) TO ADD A REQUIREMENT FOR ROOFTOP MECHANICAL SCREENING IN THE DOWNTOWN HISTORIC DISTRICT, CRA, AND OLD TOWN TO DELETE SECTION 8.01.01.02(H) RELATING TO TOWERS IN OLD TOWN, TO MODIFY SECTION 8.01.01.02(J) TO ALLOW KITCHENETTES IN ACCESSORY DWELLING UNITS WITHIN OLD TOWN, TO DELETE SECTION 8.01.02(E)10, AS IT RELATES TO THE DENSITY BONUS INCENTIVE, WHICH WAS ELIMINATED IN 2018, TO DELETE SECTION 8.01.03(E), AS IT RELATES TO THE NOW SUNSETTED “SIDE STREET BUSINESS SIGNAGE” PROGRAM, TO CREATE A NEW SECTION 8.01.03(E) RESERVED FOR “DOWNTOWN WAYFINDING SIGNAGE,” TO MODIFY SECTION 8.03.03(C) TO SET AFTER THE FACT FEES BASED ON THE ANNUALLY ADOPTED MASTER FEE SCHEDULE, TO CREATE SECTION 8.03.03.01(F) TO CREATE A DEMOLITION DELAY PERIOD, TO MODIFY SECTION 8.03.04(B) TO CLARIFY EMERGENCY DEMOLITION PROCEDURES, TO MODIFY SECTION 8.03.03(A)(1) TO ESTABLISH AN OFFICIAL INVENTORY OF RESOURCES LIST THAT DESIGNATES CONTRIBUTING STRUCTURE STATUS, AND TO MODIFY SECTION 5.01.10 TO ADD STANDARDS FOR FENCING DESIGN/INSTALLATION.

Motion made by member Minshew to approve as presented with modifications.

2nd by member Stevenson

Approved by unanimous voice vote.

5.3 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-02)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 8.03.09 APPEALS IN HISTORIC DISTRICT.

Motion made by member Bennet to postpone until April Meeting

2nd by member Roland

Approved by unanimous voice vote

6. BOARD BUSINESS

- 6.1 Annual Ethics in Local Government Seminar:** Required Training for Board Members held Wednesday, April 1, from 12:30 p.m. to 4:30 p.m., and Thursday, April 2, from 8:00 a.m. to noon. Please mark calendars and plan to attend one of the two sessions.

7. STAFF REPORT

DRAFT

7.1 UPDATES: Provide Planning and Conservation Department Goals Exhibit, Action Plan, and Boards/Development Tracker (updates provided by email on March 6, 2020 for discussion at meeting.)

8. PUBLIC COMMENT – NONE

9. ADJOURNMENT – 7:31PM

Salvatore Cumella, Recording Secretary

Richard Clark, Chair

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, June 16, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS BY AMENDING SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS, AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT, AND AMENDING LDC SECTION 10.02.01(D) VARIANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the June 3, 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: Ordinance 2020-17
Land Development Code Amendment - Planning Advisory Board Membership

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-17 at Second Reading.

SYNOPSIS: These City Commission directed Land Development Code amendments were requested by the Planning Advisory Board in January 2020, to maintain consistency of board membership. Providing consistency with other City Advisory boards and retaining board membership through election cycles. Staff recommends approval of these amendments.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on May 19, 2020.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-17 at Second Reading.

Kelly Gibson, AICP, Planning Director	5/28/2020
Nicole Bednar, Administrative Services Manager	5/28/2020
Dale L. Martin, City Manager	6/4/2020
Tammi E. Bach, City Attorney	6/5/2020
Katie Newton, Legal Assistant	6/9/2020

Date: May 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE TO MODIFY SECTION 9.02.02 MEMBERSHIP AND TERMS OF OFFICE FOR THE PLANNING ADVISORY BOARD; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for an LDC text amendment to modify Section 9.02.02 regarding membership of the Planning Advisory Board, and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, March 11, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 28, 2020.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments attached hereto as Exhibit "A," amending LDC Section 9.02.02 Membership and Terms of Office.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon enactment.

ENACTED this _____ day of _____, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2020-17
EXHIBIT "A"

9.02.01 Establishment

There is hereby created a Planning Advisory Board, with the roles and responsibilities as set forth herein.

9.02.02 Membership and Terms of Office

- A. There ~~shall~~ will be ~~five (5)~~ seven (7) regular voting members ~~and two (2) alternate members.~~
- B. Terms ~~shall~~ will be staggered such that no more than three (3) terms expire simultaneously.
- C. ~~Regular~~ All members are at large members ~~shall be nominated for appointment by a City Commissioner and will be confirmed by majority vote of the City Commission. City Commissioners shall only nominate one regular member at a time.~~
- D. ~~Alternate members shall be appointed for a 3-year term at large by majority vote of the City Commission after receipt by the City Clerk of board member application. for alternate member seat.~~
- E. ~~All appointments of regular members shall be for a term to run concurrently with that of their nominating City Commissioner.~~
- F. D. When an alternative member is appointed by the City Commission to fill a vacancy created by the departure of a regular voting member, the term ~~shall~~ will be the remaining unexpired term of the regular voting member.
- G. ~~Alternate members shall be appointed for a 3-year term at large by majority vote of the City Commission after receipt of a board member application for alternate member seat.~~
- H. ~~Preference should be given to appointment of alternate members to fill vacancies created by departure of regular members; the term shall be the remaining unexpired term of the regular member.~~
- I. E. ~~Regular and alternate~~ members may be removed without cause by majority vote of the City Commission.
- J. F. The City Commission prefers to appoint regular members with experience in the fields of planning and zoning, engineering, architecture, real estate, law or historic preservation.
- K. G. In addition to the above members, one (1) nonvoting member ~~shall~~ will be appointed from the Nassau County School Board. This member ~~shall~~ will be the person appointed by the School Board to attend those meetings at which the Planning Advisory Board considers rezoning of land or an amendment to the comprehensive plan that, if approved, will increase the residential density on property that is the subject of an application.

APPLICATION FOR LAND DEVELOPMENT CODE TEXT AMENDMENTS

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach
AGENT:	Self
REQUESTED ACTION:	Land Development Code Text Amendments: • 9.02.00 Planning Advisory Board
STAFF RECOMMENDATION:	These Commission directed amendments were requested by the Planning Advisory Board in January 2020 to maintain consistency of board membership. Staff recommends approval of the amendments as drafted but notes that changes to the PAB bylaws should be considered for the attendance and participation of any appointed alternate board members.

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

SUMMARY OF REQUEST:

9.02.00 PLANNING ADVISORY BOARD

9.02.01 Establishment

There is hereby created a Planning Advisory Board, with the roles and responsibilities as set forth herein.

9.02.02 Membership and Terms of Office

- A. There shall be ~~five (5)~~ **seven (7)** regular members and two (2) alternate members.
- B. Terms shall be staggered such that no more than three (3) terms expire simultaneously.
- C. **Regular** All members are at large members ~~shall be nominated for appointment by a City Commissioner and will be confirmed by majority vote of the City Commission. City Commissioners shall only nominate one regular member at a time.~~
- D. ~~Alternate members shall be appointed for a 3-year term at large by majority vote of the City Commission after receipt by the City Clerk of board member application for alternate member seat.~~
- E. ~~All appointments of regular members shall be for a term to run concurrently with that of their nominating City Commissioner.~~
- F. When an alternative member is appointed by the City Commission to fill a vacancy created by the departure of a regular member, the term shall be the remaining unexpired term of the regular member.
- G. Alternate members shall be appointed for a 3-year term at large by majority vote of the City Commission after receipt of a board member application for alternate member seat.
- H. Preference should be given to appointment of alternate members to fill vacancies created by departure of regular members; the term shall be the remaining unexpired term of the regular member.
- I. Regular and alternate members may be removed without cause by majority vote of the City Commission.
- J. The City Commission prefers to appoint regular members with experience in the fields of planning and zoning, engineering, architecture, real estate, law or historic preservation.
- K. In addition to the above members, one (1) nonvoting member shall be appointed from the Nassau County School Board. This member shall be the person appointed by the School Board to attend those meetings at which the Planning Advisory Board considers rezoning of land or an amendment to the comprehensive plan that, if approved, will increase the residential density on property that is the subject of an application.

PAB 2020-03

PAB Membership

March 2020

Rationale: To provide consistency with other City Advisory boards and to retain board membership through election cycles.

February 18, 2020

Mr. Dale Martin
City Manager
City of Fernandina Beach
City Hall
Fernandina Beach, FL 32034j b

Dear Mr. Martin,

On February 12, 2020, the Fernandina Beach Planning Advisory Board (PAB), unanimously voted to ask the City Commission to change the number of regular members of the PAB from 5 to 7, and to modify the term of Board members to run three years, irrespective of the term of the nominating City Commissioner. Our reasoning behind these suggested changes is as follows.

Section 9.02.02 paragraph A of the Land Development Code as currently written stipulates that "There shall be five (5) regular members and two (2) alternative members". The two current PAB alternate members attend all meetings, participate in the discussion and make a valuable contribution to the overall deliberations of the Board. However, neither of the alternates can vote except in the event one or two of the regular members are absent. In my experience, attendance of the regular PAB members is excellent and the alternates are infrequently called upon to vote in place of an absent Board member. In addition, the PAB is facing a large and growing list of complex planning and zoning issues coming before us and having 7 members able to vote helps ensure that there are sufficiently diverse points of view reflected in the recommendations that we forward to the Commission. We ask that the Land Development Code be amended to provide for 7 regular (voting) members of the PAB. Further, we recommend that the two current alternate members on the PAB be appointed as regular members.

Section 9.02.02 paragraph E. of the Land Development Code states that "All appointments of regular members shall be for a term to run concurrently with that of their nominating City Commissioner." The effect of this provision is that some PAB members have relatively short terms of appointment which then results in high turnover rates and a corresponding lack of Board continuity and institutional

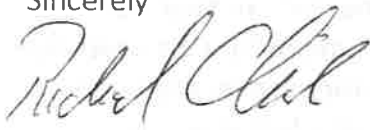
knowledge. At present, we have two first time, regular members of the PAB who are serving terms of one year or less. Moreover, under the current rule, we should expect this trend towards relatively short-term appointments to continue as new members are appointed by the Commission

The items that come before the PAB are complex and require considerable research and experience in order to make good decisions. In many cases, it can easily take a year or more before a new member fully grasps both the views of our local citizenry, and the detailed and highly nuanced aspects of many of the planning and zoning issues that come before us. High turnover rates among Board members make it difficult to have a Board where all members feel sufficiently knowledgeable and able to render informed decisions. Under the current rule, new members may be appointed with unnecessarily short terms, turnover rates will continue to be high, and institutional memory of Board members will be lost. We ask that the Commission amend the Land Development Code by making terms of the PAB members to be three (3) years from the date of appointment rather than concurrent with and therefore limited by the term of the appointing Commissioner.

We respectfully request that you place this letter on the upcoming Commission agenda for their consideration and action. If you would like, I or a member of the PAB would be happy to attend the Commission meeting to answer questions.

Thank you for your consideration and please feel free to contact me if you have any questions.

Sincerely

A handwritten signature in dark ink, appearing to read "Richard Clark", written in a cursive style.

Richard Clark
Chair, Planning Advisory Board

C
Kelly Gibson, Planning and Conservation Director
Tammi Bach, City Attorney



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 11, 2020**

1. CALL TO ORDER – 5:01PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett
Richard Clark (Chair)
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:46PM)
Genece Minshew (Vice-Chair)*

MEMBERS ABSENT: None

OTHERS PRESENT

*Kelly Gibson, Planning Director
Salvatore Cumella, Historic Preservation Planner*

2. APPROVAL OF MEETING MINUTES

2.1 February 12, 2020 Regular Meeting

ACTION TAKEN: A motion was made by voice vote, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. PLEDGE OF ALLEGIANCE

4. OLD BUSINESS

4.1 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2019-07)**
CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS, AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND AMENDING LDC SECTION 10.02.01(D) VARIANCES.

Motion made by member Bennet to approve as amended at meeting.
2nd by member Stevenson.

Approved unanimously by voice vote.

5. NEW BUSINESS

5.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-03)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 9.02.02 MEMBERSHIP AND TERMS OF OFFICE FOR THE PLANNING ADVISORY BOARD.

Motion made by member Minshew to approve as presented with modifications related to removing the word “shall” and explicitly stating that kitchenettes would be permissible in accessory dwelling units in Old Town.

2nd by member Stevenson

Approved unanimously by voice vote

5.2 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-04)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO CREATE SECTION 8.01.01.01(F) TO ADD A REQUIREMENT FOR ROOFTOP MECHANICAL SCREENING IN THE DOWNTOWN HISTORIC DISTRICT, CRA, AND OLD TOWN TO DELETE SECTION 8.01.01.02(H) RELATING TO TOWERS IN OLD TOWN, TO MODIFY SECTION 8.01.01.02(J) TO ALLOW KITCHENETTES IN ACCESSORY DWELLING UNITS WITHIN OLD TOWN, TO DELETE SECTION 8.01.02(E)10, AS IT RELATES TO THE DENSITY BONUS INCENTIVE, WHICH WAS ELIMINATED IN 2018, TO DELETE SECTION 8.01.03(E), AS IT RELATES TO THE NOW SUNSETTED “SIDE STREET BUSINESS SIGNAGE” PROGRAM, TO CREATE A NEW SECTION 8.01.03(E) RESERVED FOR “DOWNTOWN WAYFINDING SIGNAGE,” TO MODIFY SECTION 8.03.03(C) TO SET AFTER THE FACT FEES BASED ON THE ANNUALLY ADOPTED MASTER FEE SCHEDULE, TO CREATE SECTION 8.03.03.01(F) TO CREATE A DEMOLITION DELAY PERIOD, TO MODIFY SECTION 8.03.04(B) TO CLARIFY EMERGENCY DEMOLITION PROCEDURES, TO MODIFY SECTION 8.03.03(A)(1) TO ESTABLISH AN OFFICIAL INVENTORY OF RESOURCES LIST THAT DESIGNATES CONTRIBUTING STRUCTURE STATUS, AND TO MODIFY SECTION 5.01.10 TO ADD STANDARDS FOR FENCING DESIGN/INSTALLATION.

Motion made by member Minshew to approve as presented with modifications.

2nd by member Stevenson

Approved by unanimous voice vote.

5.3 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-02)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 8.03.09 APPEALS IN HISTORIC DISTRICT.

Motion made by member Bennet to postpone until April Meeting

2nd by member Roland

Approved by unanimous voice vote

6. BOARD BUSINESS

- 6.1 Annual Ethics in Local Government Seminar:** Required Training for Board Members held Wednesday, April 1, from 12:30 p.m. to 4:30 p.m., and Thursday, April 2, from 8:00 a.m. to noon. Please mark calendars and plan to attend one of the two sessions.

7. STAFF REPORT

DRAFT

7.1 UPDATES: Provide Planning and Conservation Department Goals Exhibit, Action Plan, and Boards/Development Tracker (updates provided by email on March 6, 2020 for discussion at meeting.)

8. PUBLIC COMMENT – NONE

9. ADJOURNMENT – 7:31PM

Salvatore Cumella, Recording Secretary

Richard Clark, Chair

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, June 16, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE TO MODIFY SECTION 9.02.02 MEMBERSHIP AND TERMS OF OFFICE FOR THE PLANNING ADVISORY BOARD; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the June 3, 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*

PLANNING ADVISORY BOARD AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2020-18
Land Development Code Amendment - Historic District

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-18 at Second Reading.

SYNOPSIS: Over the past two years, the Historic District Council has discussed a number of Land Development Code changes designed to ensure the preservation and protection of historic and cultural resources within Fernandina Beach as directed by the City of Fernandina Beach's Comprehensive Plan.

Comprehensive Plan Policy 11.01.08 tasks the Historic District Council with "working on the historic preservation ordinance and making recommendations to the Planning Advisory Board and City Commission regarding the ordinance."

These changes were discussed at the following meetings:

March	27,	2019	-	HDC	Workshop:	Old	Town
May 23, 2019	HDC Regular Meeting: Presentation: OLD TOWN – Discussion of topics addressed at March 27, 2019 workshop.						
June	5,	2019	–	HDC	Special	Meeting	
November	21,	2019	-	HDC	Regular	Meeting	
February	18,	2020	-	HDC	Regular	Meeting	

The changes range from a number of topics. Whereas, some are changes to code designed to clarify issues that have been identified by the board, many others correct inaccuracies in the code. Staff has provided reasoning behind the changes, as discussed by the HDC.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on May 19, 2020.

CITY ATTORNEY COMMENTS: No additional comments.

Kelly Gibson, AICP, Planning Director	5/28/2020
Nicole Bednar, Administrative Services Manager	5/28/2020
Dale L. Martin, City Manager	6/4/2020
Pauline Testagrose, Comptroller	6/4/2020
Tammi E. Bach, City Attorney	6/5/2020
Katie Newton, Legal Assistant	6/9/2020

Date: May 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

ORDINANCE 2020-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) TO CREATE SECTION 8.01.01.01(F) TO ADD A REQUIREMENT FOR ROOFTOP MECHANICAL SCREENING IN THE DOWNTOWN HISTORIC DISTRICT, CRA, AND OLD TOWN; TO DELETE SECTION 8.01.01.02(H) RELATING TO TOWERS IN OLD TOWN; TO MODIFY SECTION 8.01.01.02(J) TO ALLOW KITCHENETTES IN ACCESSORY DWELLING UNITS WITHIN OLD TOWN; TO DELETE SECTION 8.01.02(E)10 AS IT RELATES TO THE DENSITY BONUS INCENTIVE WHICH WAS ELIMINATED IN 2018; TO DELETE SECTION 8.01.03(E) AS IT RELATES TO THE NOW SUNSETTED "SIDE STREET BUSINESS SIGNAGE" PROGRAM; TO CREATE A NEW SECTION 8.01.03(E) RESERVED FOR "DOWNTOWN WAYFINDING SIGNAGE;" TO MODIFY SECTION 8.03.03(C) TO SET AFTER THE FACT FEES BASED ON THE ANNUALLY ADOPTED MASTER FEE SCHEDULE; TO CREATE SECTION 8.03.03.01(F) TO CREATE A DEMOLITION DELAY PERIOD; TO MODIFY SECTION 8.03.04(B) TO CLARIFY EMERGENCY DEMOLITION PROCEDURES; TO MODIFY SECTION 8.03.03(A)(1) TO ESTABLISH AN OFFICIAL INVENTORY OF RESOURCES LIST THAT DESIGNATES CONTRIBUTING STRUCTURE STATUS; TO MODIFY SECTION 5.01.10 TO ADD STANDARDS FOR FENCING DESIGN/INSTALLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for an LDC text amendment to modify requirements for various items in the Historic District; and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, March 11, 2020, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 28, 2020.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending LDC Sections contained in Chapter 8 and Chapter 5.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon enactment.

ENACTED this 16th day of June, 2020.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2020-18
EXHIBIT “A”

Section 5.01.10 Fences and Walls

5.01.05 Fences and Walls

- A. The maximum height of fences and walls shall be as set forth in Table 5.01.10(A), except where otherwise provided in this LDC.

Table 5.01.10(A). Maximum Height of Fences and Walls

Zoning District	Location	Maximum Height
RE, R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Front yard, measured from the required front yard setback line to the front property line	4 feet
RE, R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Side yard, measured from the required front yard setback line to the required rear yard setback line	6 feet
	Rear yard, measured from the required rear yard setback line to the rear property line	6 feet
C-1, C-2, C-3, PI-1 & W-1	All locations	8 feet
I-1, I-A, I-W, REC & CON	All locations	12 feet

- B. Where walls or fences are proposed to be located on a common property line, the written consent of adjacent property owners shall be required.
- C. Property lines shall be established by a survey prepared by a surveyor licensed in Florida not more than two (2) years prior to the date of the application for a permit to install or construct a fence.
- D. Horizontal and vertical support posts shall be placed facing the inside of the fenced area, except where the fence is designed such that both sides are finished with alternating vertical fence supports.
- E. ~~D.~~ Electrified fences are prohibited.
- F. ~~E.~~ The use of barbed wire, razor wire, or the like for fencing is permissible only in the I-1, I-A, and PI-1 zoning districts.
- G. ~~F.~~ Permissible barbed wire or razor wire shall be six (6) feet or more above the ground level. The barbed or razor wire shall be turned, pointed, or directed inward toward the property enclosed by the fence.

8.01.01 Historic District Overlays

8.01.01.01 Standards for Development in the Historic District Overlays

- F. For properties within the boundaries of the Historic District, CRA, and Old Town: All rooftop mechanical equipment shall be screened from view to adjacent properties and rights-of-way by utilizing parapets or other screening elements that are integrated into the overall architecture of the structure and constructed using

~~materials and methods that are consistent with those used on the building. Automatic Teller Machines, or ATMs, are generally incompatible with the character of the Historic District and their placement should be carefully considered prior to undergoing any rehabilitation project. The installation of ATMs can disrupt the streetscape by replacing historic character defining open storefronts with solid panels or by causing irreversible damage to historic materials. For these reasons, every effort should be made to install an ATM on the interior of a building. If an ATM cannot be located on the interior, they should be installed in a manner that is reversible and does not damage or obscure a character-defining feature of the building. ATMs should be installed on the sides and rears of buildings whenever possible. Freestanding ATM enclosures are not permitted.~~

8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts

~~H. The area of a tower is included in the calculation of the total allowable area of the primary building. A minimum of twenty-five (25) percent of the tower shall not be permanently conditioned space, typically the upper space opening to the sky and surrounding view. Garages and outbuildings that house more permanent types of occupancy, such as an accessory dwelling, shall not exceed 500 square feet in area, per level, shall not exceed 24 feet in height, shall not contain a kitchen or kitchenette, and shall not be rented out. The area of all other out buildings is limited to 350 square feet and shall not exceed 16 feet in height.~~

~~I. Nonresidential structures shall have sites of sufficient area for the structures to meet minimum requirements in this section.~~

~~J. Lot visibility corridors~~

~~The term "visibility corridor" is used in place of "setbacks" to emphasize the spatial effect of building placement. Careful siting of properly scaled building elements on a lot ensures that the historic lot divisions remain visible regardless of the architectural style or number of buildings that exist within the City at any given time. The visibility corridors are subdivided into frontage corridors, side yard corridors and mid-lot corridors.~~

- ~~1. The frontage corridor is a lot line with minimum setback of five (5) feet. This encourages the use to define the private space of the lot and the public space of the street. Outbuildings shall not be located on the frontage portion of peonias or the corner media peonia lots.~~
- ~~2. For side yard corridors there shall be a required minimum setback of five (5) feet separating lots on the north-south orientation. If two (2) or more adjacent properties are owned, then the corridor dimensions are cumulative. Primary and outbuildings shall not cross lot lines without the use of an open space or connecting element that maintains the dimensions of the side yard corridor.~~
- ~~3. Mid-lot corridors shall have a minimum setback of five (5) feet. This setback makes the historic lot division visible along the east-west orientation. Mid-lot corridors on frontage lots make the media peonia lots visible and are required regardless of ownership. On interior peonia lots, this corridor appears at mid-block. If an aggregate of peonias extends from street to street, a visibility corridor shall be present in the design of the buildings indicating the mid-block dimension. Primary and outbuildings shall not cross lot lines without the use of an open space or connecting element that maintains the dimensions of the mid-~~

lot corridors. For example, if an owner holds an entire row of media peonias along a north-south street and plans to build the maximum allowable percentage of lot coverage, then all building elements shall demonstrate a mid-lot visibility corridor at the lot lines.

4. Every point of the required corridors shall be open from its lowest point to the sky unobstructed, except for the ordinary projection of sills, belt courses, buttresses, ornamental features, chimneys, and eaves, provided that none of such projections shall project into a side yard any more than twenty-four (24) inches. Connecting elements such as balconies, porches, or bay windows may also be allowed as projections under these dimensional restrictions. Landscape elements are not covered under this restriction.
5. In instances where media-peonias are owned in aggregate or assembled to meet the minimum density or area requirements, the visibility corridor may be crossed by an enclosed primary structure or connecting element which clearly indicates the existence of the visibility corridor (i.e., substantial changes in the roof elevation, substantial indentions or breaks in exterior wall elements and similar architectural features) as may be approved by the Historic District Council (HDC).

8.01.02 Amelia River Waterfront Community Redevelopment Area

8.01.02 Amelia River Waterfront Community Redevelopment Area

- A. The review of proposed development within the CRA Overlay shall be based upon compliance with the CRA Design Guidelines. Those properties within the CRA Overlay which are also located within the Downtown Historic District Overlay shall be reviewed for compliance with the Historic Preservation Design Guidelines, dated December 1999, as amended. All plans for development within the CRA Overlay shall be reviewed by the Historic District Council.
- E. Properties located within the CRA east of Front Street are subject to the following standards:
 1. Facades up to thirty (30) feet in height shall have a front yard setback no more than ten (10) feet.
 2. Facades up to forty-five (45) feet in height shall be recessed from the first thirty (30) feet of façade a minimum of ten (10) feet. Awnings, pergolas, or covered balconies may encroach into this setback, but shall not extend beyond the first thirty (30) feet of facade. Elements utilized to cover balconies shall not be a part of the main roof structure. Balcony enclosures (i.e., sun rooms, screened enclosures) shall be prohibited.
 3. CRA properties located on the east side of North 2nd Street which share a property line with residentially-zoned, non-CRA properties shall meet the following standards:
 - a. Building height shall be limited to thirty-five (35) feet, including the parapet for flat roofed structures.
 - b. Buildings shall provide a front yard setback of no more than ten (10) feet. Facade elements above thirty (30) feet shall not be required to be recessed as provided in (2) above.

- c. Non-residential and mixed-use projects shall provide a buffer along the shared property line which meets the requirements of a Buffer Type C as provided in Table 4.05.0512(B).
- d. All projects shall maintain a twenty (20) foot rear yard setback for principal structures.
- 4. Flat roofs are permitted but must provide a parapet up to 42 inches high in order to hide mechanical equipment.
- 5. Floor area ratio and density are established in the underlying zoning district.
- 6. Only one primary structure is permitted per lot of record.
- 7. Accessory structures must comply with the standards of the underlying zoning district as well as Section 5.01.00 of this LDC.
- 8. Side yard setbacks are not required.
- 9. Developers of Office, Retail, or other Commercial uses may pay a fee in lieu of providing the required parking, as established in Table 7.01.04(A.) The fee shall be set annually by the City commission and shall be based on the average cost of constructing a parking space in the City. The fee shall be a one-time payment, to be placed in a trust fund for downtown parking improvements which serve the CRA properties. Residential uses must provide one space per dwelling unit on-site, and are not eligible for the fee in lieu of providing parking. Parking is not permitted in the front yard, but is permitted in the side or rear yard. Parking is also permitted beneath structures.
- 10. ~~CRA properties located east of Front Street which carry the Central Business District future land use designation/C-3 zoning, and are not within the Coastal High Hazard Area (CHHA) are eligible to participate in a Density Bonus Incentive Program as described in Section 4.01.02.~~

8.01.03 Signage in the Historic Districts and Community Redevelopment

8.01.03 Signage in the Historic Districts and Community Redevelopment

E. ~~Downtown Wayfinding Signage (reserved) Side Street Business Location Signs, private under public control located within public rights of way at street intersections, are subject to the following:~~

- 1. ~~Limited to one directional intersection (1) sign per business where a valid local business tax receipt has been obtained except as exempted by Florida Statute 205.192 and Municipal Code Section 74-92;~~
- 2. ~~Must be located at the nearest intersection to the location of the business on existing directional intersection signage posts;~~
- 3. ~~Side Street Business Location signs are allocated on a 1st come 1st served basis and may not exceed seven (7) signs located at existing signage posts;~~
- 4. ~~Signs are limited to 5 inches tall by 28 inches wide (5"x28");~~
- 5. ~~Signs are limited to a green background with white writing;~~
- 6. ~~Must apply for a sign permit as set forth in 5.03.03; and~~
- 7. ~~Must be removed when business ceases operation and/or closes.~~

8.03.03 Application Process for Certificate of Approval

8.03.03 Application Process for Certificate of Approval

- A. A Certificate of Approval is required before a permit is issued for work on a historic landmark or site, any property in a historic district (either contributing or noncontributing), or any property in the CRA Overlay.
1. The City shall maintain an official inventory of resources. The inventory will include a structure's status as either contributing or non-contributing to the Historic District. This list shall be based upon the most recent historic structures survey completed by the City and amended, as appropriate, by the Historic District Council. Structures are deemed contributing or noncontributing based on the most recent historic structures survey completed by the City.
- C. Prior to undertaking an improvement to any property in a historic district, or the CRA, an application shall be submitted to the City for a Certificate of Approval. A Certificate of Approval shall be obtained even when a building permit is not required for the proposed work, unless the work falls under conditions outlined in Section 8.03.03(L). The City Manager shall advise any applicant if the subject property or work will require a Certificate of Approval. If no Certificate of Approval is received prior to beginning the work, the certificate application fees required shall be doubled after-the-fact application fees shall be required. Fees are adopted annually through the Master Fee Schedule.

8.03.03.01 Requirements for Demolition Applications

8.03.03.01 Requirements for Demolition Applications

- F. Waiting period for certain demolition permit
- a. Permits to demolish structures which are 50 years of age or older shall not be issued until the expiration of 90 days from the date of the permit application. The purpose of this restriction shall be to enable the Historic District Council to pursue alternatives to demolition and to assemble and document information pertaining to the appearance and history of the structure prior to its demolition. Upon the filing of with the city manager or designee of an application to demolish a structure which is 50 years of age or older, the city manager or designee shall immediately notify the historic preservation planner.
- b. A demolition permit for a structure that is 50 years of age or older may not be issued prior to the expiration of 90 days from the date of the demolition permit application unless the city historic preservation planner finds no cause to refer the permit application to the Historic District Council based on the following standards:
The structure:
- a. Is not, in the opinion of the historic preservation planner, a "landmark" structure in that it is not designated in an architectural "high style" or a recognized vernacular building pattern, and it does not have historic events or persons associated with it; or
- b. The structure has been substantially burned or damaged by an event not within the landowner's control with more than 50 percent of the structure affected.

- c. If the demolition request does not meet the above standards and the delay is imposed, the application will be referred by the historic preservation planner to the Historic District Council for consideration, and the applicant will be notified by mail of the delay and the date of the next regularly scheduled Historic District Council meeting not less than ten days after the referral, and the process for appeal due to economic hardship. The Historic District Council and its authorized designees shall be permitted access to the premises and to the subject structure during the 90-day period at reasonable times by appointment with the owner or proprietor for the purpose of photographing, measuring, and documenting information concerning the structure or site.
 - d. At the next regularly scheduled meeting not less than ten days after the referral is received, the Historic District Council may waive the demolition delay if the applicant can demonstrate economic hardship, as outlined in Section 8.03.06, with consideration given to the economic impact of the delay on the applicant and the reasonableness of the applicant carrying out the decision of the board.
 - e. After invoking a demolition delay, the historic preservation planner shall post the subject property with a sign notifying the public of the owner's intent to demolish the structure in order to allow interested parties to come forward and move the structure upon consent of the owner.
- G. ~~F.~~ Special requests precedent to demolition. The HDC may, with the consent of the property owner and at the property owner's expense, request that the owner salvage and preserve building materials, architectural details and ornamentation, fixtures and the like for reuse in the restoration of other historic properties. At the HDC's discretion, and with the property owner's consent, the HDC, Amelia Island Museum of History, or other local historical organizations at their expense, may salvage and preserve building materials, architectural details and ornamentation, fixtures, and the like. The HDC may, with the consent of the property owner and at the property owner's expense, recommend recording the architectural details for archival purposes prior to demolition. This recording may include, but is not limited to, photographs, videotaping, historical background information, and scaled architectural drawings.
- H. ~~G.~~ Denial of Certificate of Approval for demolition. The HDC's refusal to grant a Certificate of Approval for demolition requested by a property owner shall be supported by a written statement describing the public interest that the HDC seeks to preserve.
- I. ~~H.~~ Requirement of development plans. No contributing building or structure on a property located within a locally designated historic district or the CRA shall be totally demolished without first receiving at the minimum conceptual approval by the HDC for new construction. The requirement of a certificate of Approval for new construction may be waived by the HDC upon a showing of good cause that such requirement would be unduly harsh or would result in a substantial hardship to the property owner. A showing of good cause may include, but is not limited to, evidence that the property owner is unable to comply with the requirement for new construction due to advanced age, infirmity, physical or other handicap, or economic hardship. In the event economic hardship is claimed, the applicant must demonstrate the requirements in Section 8.03.06. Property owners seeking demolition of an unsafe structure based upon recommendation of the Code Enforcement and Appeals Board or the Building Official are exempt from this the requirement to first receive conceptual approval for the new construction. In the event an emergency repair or demolition is required, procedures for expedited approval

are outlined in Section 8.03.08. Upon approval by the HDC of a Certificate of Approval for demolition, the demolition permit shall not be issued until all demolition and new construction plans for the property have received all other required governmental approvals.

- J. ~~I.~~ Structures not in historic districts or the CRA. Upon receipt of a demolition permit application for properties not in the historic districts or the CRA, the Building Department shall notify the Planning Department of Planning & Conservation. During the permit application review period, the Planning Department of Planning & Conservation shall record the property through photographic documentation for archival purposes. The City may seek permission from the property owner to enter the building to take photographs prior to demolition.

8.03.08 Emergency Actions

8.03.08 Emergency Actions

B. Emergency Demolition Procedures

1. The Building Official shall immediately notify the ~~Community Development Director of the Department of Planning & Conservation~~ of cases where there are emergency conditions dangerous to life, health or property affecting a building or structure in a historic district or a building or structure that has been listed individually or deemed eligible for individual listing in the National Register, or a building over 45 years old. Notification to the ~~Community Development Director of the Department of Planning & Conservation~~ shall consist of a written report from a Building or Code Enforcement Inspector describing the dangerous conditions, and any other documentation that the Community Development Director shall require.
2. The ~~Community Development Director of the Department of Planning & Conservation~~ shall consult with Historic District Council staff and the Historic District Council Chair or HDC designee upon receipt of the statement or as soon as is practicably possible. The Director, staff, and the HDC Chair or HDC designee shall determine whether any additional information or documentation is needed. If so, the documentation or information shall be obtained by the Building Official. If not, or when requested information is received and approved by staff and the HDC Chair or designee, an emergency Certificate of Approval (COA) will be issued by staff and the HDC Chair ~~the Building Official may order the dangerous conditions abated without a Certificate of Approval and without approval of the full HDC.~~



**HISTORIC DISTRICT COUNCIL STAFF REPORT
RECOMMENDED LDC AMENDMENTS
MARCH 11, 2020**

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

Over the past 2 years, the Historic District Council has discussed a number of Land Development Code changes designed to ensure the preservation and protection of historic and cultural resources within Fernandina Beach as directed by the City of Fernandina Beach's Comprehensive Plan.

Comprehensive Plan Policy 11.01.08 tasks the Historic District Council with *"working on the historic preservation ordinance and making recommendations to the Planning Advisory Board and City Commission regarding the ordinance."*

These changes were discussed at the following meetings:

March 27, 2019 - **HDC Workshop: Old Town**

May 23, 2019 - **HDC Regular Meeting: *Presentation: OLD TOWN – Discussion of topics addressed at March 27, 2019 workshop.***

June 5, 2019 – **HDC Special Meeting**

November 21, 2019 - **HDC Regular Meeting**

February 18, 2020 - **HDC Regular Meeting**

The changes range a number of topics. Whereas some are changes to code designed to clarify issues that have been identified by the board, many others correct inaccuracies in the code. Staff has provided reasoning behind the changes, as discussed by the HDC.

STAFF RECOMMENDATION:

Staff finds the recommended changes consistent with the Comprehensive Plan, and agrees with the HDC's request to forward these LDC changes to the Planning Advisory Board for consideration of recommendation to the City Commission.

LIST OF EXHIBITS:

EXHIBIT 1 March 27, 2019 - HDC Workshop: Old Town minutes

EXHIBIT 2 May 23, 2019 - HDC Regular Meeting: *Presentation: OLD TOWN – Discussion of topics addressed at March 27, 2019 workshop minutes*

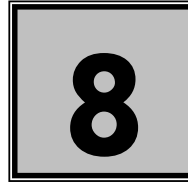
EXHIBIT 3 June 5, 2019 – *HDC Special Meeting minutes*

- EXHIBIT 4** November 21, 2019 - HDC Regular Meeting minutes
- EXHIBIT 5** February 18, 2020 - HDC Regular Meeting minutes
- EXHIBIT 6** Meeting Backup Materials

Respectfully Submitted,



Salvatore J. Cumella
Historic Preservation Planner



CHAPTER 8

HISTORIC DISTRICTS AND THE AMELIA RIVER WATERFRONT COMMUNITY REDEVELOPMENT AREA

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8.00.00 GENERAL PROVISIONS

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

- A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;
- B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;
- C. Foster awareness and pride in the accomplishments and events of the City's past;
- D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;
- E. Stabilize and improve property values and encourage compatible redevelopment;
- F. Enhance the visual and aesthetic character of the City; and
- G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.02 Purpose

In addition to protecting and preserving the historic, cultural and archaeological resources of Fernandina Beach, the City Commission declares its intention to maintain the City of Fernandina Beach Certified Local Government status with the Florida Division of Historic Resources. The City shall comply with the rules and regulations of the Division of Historic Resources pursuant to the Certified Local Government program.

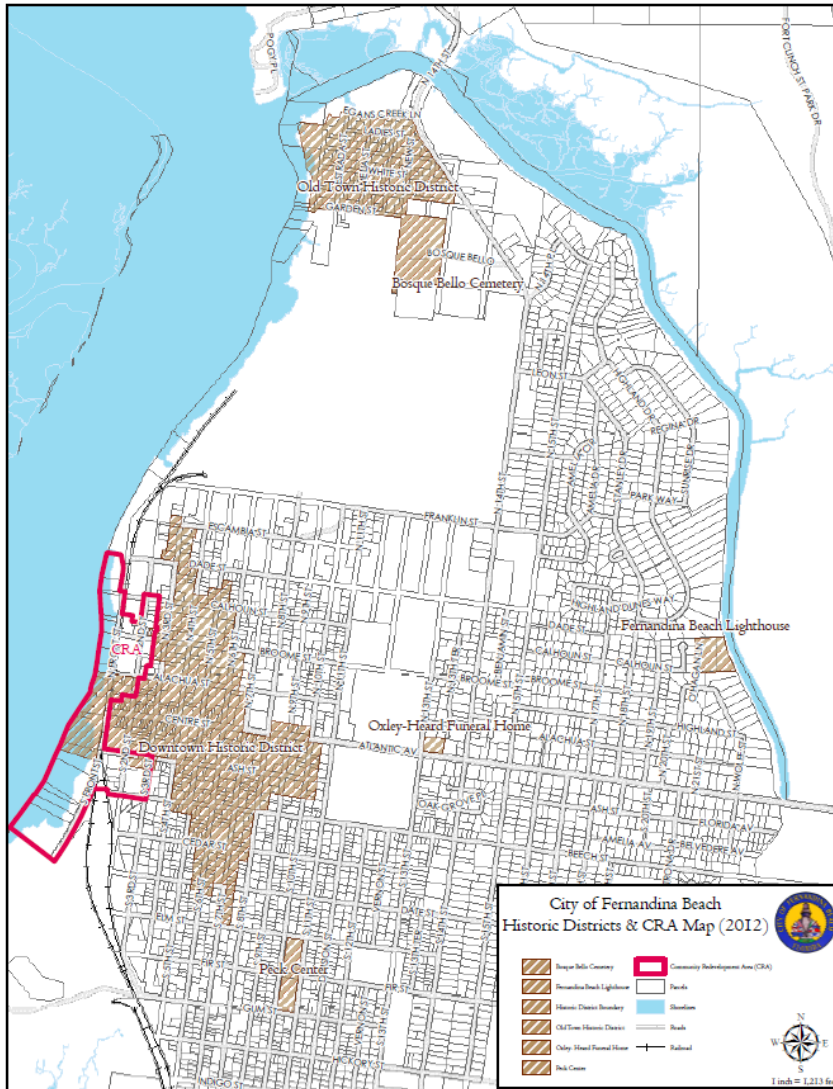
8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.00.04 Historic District and Community Redevelopment Area boundaries.

- A. Historic district boundaries are established in City of Fernandina Beach ordinances 526, 749, 846, 95-12, 97-24, and 2010-24.
- B. Community Redevelopment Area boundaries are established in City of Fernandina Beach ordinances 2004-33, 2004-71, 2004-145, 2005-91, and 2005-113.

Figure 8.00.04. Map of Historic District and CRA Boundaries



8.01.00 Standards for Development in the Historic Districts and Community Redevelopment Area

8.01.01 Historic District Overlays

8.01.01.01 Standards for Development in the Historic District Overlays

- A. The review of proposed development within the Historic District Overlays shall be based upon the latest edition of *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* from the U.S. Secretary of Interior.
- B. The review of proposed development within the Historic District Overlay shall also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town shall be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.
- C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay shall be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction shall be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.
- D. The following features shall be considered by the Historic District Council in the evaluation of proposed new construction, as such features comply with the guidelines referenced in Section 8.01.01.01(A) and (B) above:
 - 1. Scale, including height and width;
 - 2. Setbacks;
 - 3. Orientation and site coverage;
 - 4. Alignment, rhythm, and spacing of buildings;
 - 5. Form and detail, considering the link between old and new buildings;
 - 6. Maintaining materials within the district or on the landmark site;
 - 7. Maintaining quality within the district or on the landmark site;
 - 8. Facade proportions and window patterns;
 - 9. Entrances and porch projections;
 - 10. Roof forms; and
 - 11. Horizontal, vertical, or non-directional emphasis.
- E. Fences proposed within designated historic districts shall be compatible with the historic style and character of the district, shall not be vinyl, and shall require a certificate of appropriateness, as set forth in Chapter 11.
- F. For properties within the boundaries of the Historic District, CRA, and Old Town: All rooftop mechanical equipment shall be screened from view to adjacent properties and rights-of-way by utilizing parapets or other screening elements that are integrated into the overall architecture of the structure and constructed using materials and methods that are consistent with those used on the building.

Commented [SC1]: Creates a requirement to screen rooftop mechanical

8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts

- A. A peonia is a lot within the Old Town Historic District. The peonia lot is 46.5 feet by 93 feet or 4,324.5 square feet.

- B. Construction of a dwelling unit on a media (one-half (1/2) of a peonia) peonia shall require that such media peonia be joined with an abutting media peonia or peonia in order to comply with the maximum density established in Section 4.01.01.

C. General requirements

1. Guidelines adopted by reference: The Old Town Preservation and Design Guidelines are hereby adopted by reference and incorporated herein.

2. Purpose

In the Old Town Historic District, the major emphasis is on building placement according to the historic plan and appropriate scale and construction, rather than architectural styles. Building form is discussed in the context of building typology rather than architectural styles. Typological discussions concentrate on the architectural elements that make a building compatible with the context of Old Town. Variances to the guidelines may be granted based on architectural merit. These regulations do not supersede existing codes covering health and safety issues.

3. Building types

a. A primary building is defined as the principal unit of occupancy. While this usually refers to a private dwelling unit, it also applies to appropriate commercial buildings allowed in the OT-2 zoning district.

b. Outbuildings are ancillary to the primary building in size and degree of occupancy. Outbuildings may be attached by connecting elements or remain detached. Outbuildings include, but are not limited to, garages, storage sheds, greenhouses, workshops, gazebos, and playhouses.

c. Connecting elements are those architectural components that link primary and outbuildings with each other or act as a transition to the landscape. Connecting elements are considered to be enclosed spaces that are not permanently conditioned. Connecting elements create openness and give human scale to the building elements and allow owners to take advantage of the climate. Connecting elements include, but are not restricted to, porches, pergolas, colonnades, loggias, breezeways, and carports. The design of connecting elements shall be compatible with the typology and scale of the building elements; however, these elements can take on many inventive forms to achieve this result. Additions of connecting elements to registered historic structures must be taken on with great care from both an architectural and technical point of view.

- D. The total lot coverage of all building elements on one (1) peonia shall not exceed forty-five (45) percent.

- E. No more than one (1) primary building shall be placed on one (1) peonia.

- F. The number of outbuildings is limited by the total square footage requirements and the dimensions set out for these buildings but not by number.

- G. The space between an outbuilding and a primary building shall be a usable space of not less than five (5) feet. The use of connecting elements to link primary and outbuildings with indoor-outdoor space is strongly encouraged. Connecting elements and landscape elements are excluded from building separation requirement to encourage the design of spaces that take advantage of the climate. Thus, enclosed square footage may be easily expanded by the precise use of connecting elements such as porches and breezeways.

- ~~H. The area of a tower is included in the calculation of the total allowable area of the primary building. A minimum of twenty-five (25) percent of the tower shall not~~

~~be permanently conditioned space, typically the upper space opening to the sky and surrounding view.~~

~~H.~~ Garages and outbuildings that house more permanent types of occupancy, such as an accessory dwelling, shall not exceed 500 square feet in area, per level, shall not exceed 24 feet in height, shall not contain a kitchen ~~or kitchenette~~, and shall not be rented out. The area of all other out buildings is limited to 350 square feet and shall not exceed 16 feet in height.

~~I.~~ Nonresidential structures shall have sites of sufficient area for the structures to meet minimum requirements in this section.

~~K-J.~~ Lot visibility corridors

The term "visibility corridor" is used in place of "setbacks" to emphasize the spatial effect of building placement. Careful siting of properly scaled building elements on a lot ensures that the historic lot divisions remain visible regardless of the architectural style or number of buildings that exist within the City at any given time. The visibility corridors are subdivided into frontage corridors, side yard corridors and mid-lot corridors.

1. The frontage corridor is a lot line with minimum setback of five (5) feet. This encourages the use to define the private space of the lot and the public space of the street. Outbuildings shall not be located on the frontage portion of peonias or the corner media peonia lots.
2. For side yard corridors there shall be a required minimum setback of five (5) feet separating lots on the north-south orientation. If two (2) or more adjacent properties are owned, then the corridor dimensions are cumulative. Primary and outbuildings shall not cross lot lines without the use of an open space or connecting element that maintains the dimensions of the side yard corridor.
3. Mid-lot corridors shall have a minimum setback of five (5) feet. This setback makes the historic lot division visible along the east-west orientation. Mid-lot corridors on frontage lots make the media peonia lots visible and are required regardless of ownership. On interior peonia lots, this corridor appears at mid-block. If an aggregate of peonias extends from street to street, a visibility corridor shall be present in the design of the buildings indicating the mid-block dimension. Primary and outbuildings shall not cross lot lines without the use of an open space or connecting element that maintains the dimensions of the mid-lot corridors. For example, if an owner holds an entire row of media peonias along a north-south street and plans to build the maximum allowable percentage of lot coverage, then all building elements shall demonstrate a mid-lot visibility corridor at the lot lines.
4. Every point of the required corridors shall be open from its lowest point to the sky unobstructed, except for the ordinary projection of sills, belt courses, buttresses, ornamental features, chimneys, and eaves, provided that none of such projections shall project into a side yard any more than twenty-four (24) inches. Connecting elements such as balconies, porches, or bay windows may also be allowed as projections under these dimensional restrictions. Landscape elements are not covered under this restriction.
5. In instances where media-peonias are owned in aggregate or assembled to meet the minimum density or area requirements, the visibility corridor may be crossed by an enclosed primary structure or connecting element which clearly indicates the existence of the visibility corridor (i.e., substantial changes in the roof elevation, substantial indentions or breaks in exterior wall elements and

Commented [SC2]: Section on towers does not relate to anything as "tower" does not appear anywhere in guidelines or LDC. This appears to be a holdover from a previous version of the Guidelines.

Commented [SC3]: Allows for the inclusion of kitchenettes in accessory dwelling units, as defined in Section 1.07.00 Acronyms and Definitions.
Kitchenette means an area within a building containing limited kitchen facilities such as a bar sink, microwave oven, refrigerator/freezer not exceeding 10 cubic feet. Stoves, ranges, and other cook tops are prohibited.

similar architectural features) as may be approved by the Historic District Council (HDC).

8.01.02 Amelia River Waterfront Community Redevelopment Area

A. Purpose

It is the purpose of the CRA overlay to provide a broader mix of uses and compatible design with the downtown area in order to promote revitalization of the working waterfront and adjacent areas.

B. The review of proposed development within the CRA Overlay shall be based upon compliance with the CRA Design Guidelines. Those properties within the CRA Overlay which are also located within the Downtown Historic District Overlay shall be reviewed for compliance with the Historic Preservation Design Guidelines, dated December 1999, as amended. All plans for development within the CRA Overlay shall be reviewed by the Historic District Council.

C. Site design standards specified in the overlay supersede the requirements for the underlying zoning district. Specific site design requirements that are not covered by the overlay shall follow the standards of the underlying zoning district.

D. Properties located within the CRA abutting the Amelia River Waterfront are subject to the following standards:

1. All new construction that is a water dependent, water enhanced, or water related use is exempt from Section 3.01.03(J) and Section 3.03.03(B) 1.
2. Building height shall be measured from the Base Flood Elevation (BFE) to the top of the roof, rather than from the finished grade, as established in 4.02.03(C). The maximum height of all structures shall not exceed thirty (30) feet in height above the BFE. Permissible roof forms shall be in compliance with the adopted CRA Design Guidelines.
3. Properties that have obtained the Waterfront Mixed Use Future Land Use designation are eligible for land uses in addition to those permitted in the Waterfront Industrial zoning and are specified in Tables 2.03.02 and 2.03.03. Floor area ratio shall not exceed 0.75. The floor area ratio shall be calculated based on the developable land area and shall include portions of the site which remain submerged. Residential units are permitted if the property has a FLUM category of WMU and the units are located above a non-residential use. Stand-alone residential units are prohibited.
4. Residential uses must provide two spaces per dwelling unit on-site, and are not eligible for the fee in lieu of providing parking.
5. Front and rear yard setbacks are not required. In order to preserve view corridors and pedestrian access to the Amelia River, side yard setbacks and breaks between structures shall be provided as follows:

A. View Corridors

1. A 15-foot side yard setback on each side yard is required for water lots located to the north of Centre Street (water lots 1 through 9). These locations provide for alignment with existing east-west rights-of-ways at Alachua, Broome and Calhoun Streets.

2. Water lots to the south of Centre Street (water lots 25 through 40) shall provide a 30-foot minimum view corridor between buildings.
3. These view corridors shall remain open to the sky and shall not include any parking areas, accessory structures or mechanical equipment.

B. Pedestrian Access

1. Publicly accessible pedestrian access to the water shall be integrated into the project's site design. These accessways shall provide a minimum width of ten (10) feet and shall occur at the view corridor locations. Access ways may vary in size and design as necessary to complement the overall project design. To encourage architectural variety and visual interest, certain encroachments and structural elements may be permitted within the accessways subject to compliance with the adopted CRA Design Guidelines. These accessways may be dedicated to public use through easements or dedication of right-of-way, or they may be retained under private ownership. In either case, these accessways shall remain open to and accessible by the public. If deemed necessary for security purposes, accessway closures may be permitted based on the posted operational hours of City beach access parking (exclusive of Main Beach or Seaside Parks).

E. Properties located within the CRA east of Front Street are subject to the following standards:

1. Facades up to thirty (30) feet in height shall have a front yard setback no more than ten (10) feet.
2. Facades up to forty-five (45) feet in height shall be recessed from the first thirty (30) feet of façade a minimum of ten (10) feet. Awnings, pergolas, or covered balconies may encroach into this setback, but shall not extend beyond the first thirty (30) feet of facade. Elements utilized to cover balconies shall not be a part of the main roof structure. Balcony enclosures (i.e., sun rooms, screened enclosures) shall be prohibited.
3. CRA properties located on the east side of North 2nd Street which share a property line with residentially-zoned, non-CRA properties shall meet the following standards:
 - a. Building height shall be limited to thirty-five (35) feet, including the parapet for flat roofed structures.
 - b. Buildings shall provide a front yard setback of no more than ten (10) feet. Facade elements above thirty (30) feet shall not be required to be recessed as provided in (2) above.
 - c. Non-residential and mixed-use projects shall provide a buffer along the shared property line which meets the requirements of a Buffer Type C as provided in Table 4.05.0512(B).
 - d. All projects shall maintain a twenty (20) foot rear yard setback for principal structures.
4. Flat roofs are permitted but must provide a parapet up to 42 inches high in order to hide mechanical equipment.
5. Floor area ratio and density are established in the underlying zoning district.
6. Only one primary structure is permitted per lot of record.
7. Accessory structures must comply with the standards of the underlying zoning district as well as Section 5.01.00 of this LDC.

Commented [SC4]: Corrects to reflect proper reference

8. Side yard setbacks are not required.
9. Developers of Office, Retail, or other Commercial uses may pay a fee in lieu of providing the required parking, as established in Table 7.01.04(A.) The fee shall be set annually by the City commission and shall be based on the average cost of constructing a parking space in the City. The fee shall be a one-time payment, to be placed in a trust fund for downtown parking improvements which serve the CRA properties. Residential uses must provide one space per dwelling unit on-site, and are not eligible for the fee in lieu of providing parking. Parking is not permitted in the front yard, but is permitted in the side or rear yard. Parking is also permitted beneath structures.
- ~~10. CRA properties located east of Front Street which carry the Central Business District future land use designation/C-3 zoning, and are not within the Coastal High Hazard Area (CHHA) are eligible to participate in a Density Bonus Incentive Program as described in Section 4.01.02.~~

Commented [SC5]: Density Bonus Incentive was eliminated when density in C-3 zoning district was increased to 34 units/acre

8.01.03 Signage in the Historic Districts and Community Redevelopment Area

In an effort to protect the Historic District designations within the City of Fernandina Beach, the specific provisions in this article shall take precedence where conflicts arise in this sign code.

- A. Two (2) permanent on-site signs per business, are permissible, limited to projecting, wall, awning, or freestanding signs, and subject to the following standards:
 1. Signs shall not project more than five (5) feet from the face of the building;
 2. Projecting signs may project over sidewalk or pedestrian areas only at no less than seven and one half (7 ½) feet above sidewalk level;
 3. The top of a projecting sign shall be not more than sixteen (16) feet above the sidewalk level;
 4. A projecting sign shall not be closer than two (2) feet to a vertical line extending upward from the curb;
 5. A projecting sign shall not exceed twelve (12) square feet (ft²) in area.
 6. A wall sign may be horizontal or vertical and shall not exceed one square foot in area for each linear foot of business frontage, to a maximum of twenty-five (25) square feet. One side of the sign may be no more than two (2) feet in height or width.
 7. Awning sign lettering is limited to one square foot per linear foot of the awning or canopy, up to a maximum of ten (10) square feet.
 8. Freestanding, ground or pole signs are permissible only for properties with a minimum front or side yard setback of eight (8) feet. Freestanding, ground and pole signs are limited to a maximum of twenty (20) square feet in sign face area and six (6) feet in height.
- B. Permanent window lettering is permissible in addition to permanent signage and sandwich boards/easel signs shall not exceed an aggregate area equal to twenty-five percent (25%) of the glass area on which the signage is placed.
- C. Sandwich boards or easel signs are permissible in addition to window lettering and permanent signage and are subject to the following standards:
 1. Limited to one (1) sandwich board or easel sign per business;
 2. The sandwich board sign shall comply with standards set forth in 5.03.10(E), and shall not utilize plastic or vinyl changeable copy.
 3. Easels displaying signs may be no more than 4' 6" high and the sign face may not exceed 6 square feet. Top of sign may not project above top of easel or 4'6" above the ground.

4. The sign shall be placed between the store front and the edge of curb with a minimum five (5) feet of sidewalk left for pedestrian travel.
5. The sign shall require a Certificate of Approval and the approval of the Historic District Council.

D. Multi-Tenant Signs (reserved)

~~E. Side Street Business Location Signs, private under public control located within public rights of way at street intersections, are subject to the following:~~

- ~~1. Limited to one directional intersection (1) sign per business where a valid local business tax receipt has been obtained except as exempted by Florida Statute 205.192 and Municipal Code Section 74-92;~~
- ~~2. Must be located at the nearest intersection to the location of the business on existing directional intersection signage posts;~~
- ~~3. Side Street Business Location signs are allocated on a 1st-come 1st-served basis and may not exceed seven (7) signs located at existing signage posts;~~
- ~~4. Signs are limited to 5 inches tall by 28 inches wide (5"x28");~~
- ~~5. Signs are limited to a green background with white writing;~~
- ~~6. Must apply for a sign permit as set forth in 5.03.03; and~~
- ~~7. Must be removed when business ceases operation and/or closes.~~

E. Downtown Wayfinding Signage (reserved)

- F. Signs shall use stone, brick, wood, or metal, or modern materials that have the appearance of these materials. No plastic or vinyl shall be utilized to create the signs, with the exception of plastic or vinyl used for lettering or graphics on permanent, non-changeable copy signs.
- G. All permanent signs affixed to private property shall require a Certificate of Approval and the approval of the Historic District Council, except for temporary special event signs, exempt signs, public directional or information signs, street number signs, and temporary signage placed on scaffolding during construction.
- H. Wall graphics are prohibited in the Downtown Historic District. Legacy signs are permissible.
- I. Signs shall be mounted in such a way to minimize damage to historic materials. On masonry buildings, bolts should extend through mortar joints and not through masonry units. On frame buildings, mounting brackets and bolts should be the minimal amount necessary to assure adherence to the surface and prevent excessive wood penetration. Signs shall not be placed upon a structure in any manner so as to disfigure or conceal any window opening, door or significant architectural feature or detail of any building, or in such a manner that requires changes to building materials.
- J. External lighting of signs through gooseneck lamps is permitted.
- K. In addition to signs prohibited within City limits as defined in LDC Section 5.03.05, the following signs are not permitted in the historic districts or CRA:
 1. Signs with fluorescent or day-glow coloring.
 2. Neon signs, or LED signs that mimic neon signs, over two (2) square feet in size.
 3. Pixelated LED signs.
 4. Internally lit signs.
 5. Changeable copy signs with plastic or vinyl lettering or graphics, including sandwich board and easel signs.
6. Signs painted on or attached to trees, shrubbery, lamp posts, hydrants, traffic signs, stairways, benches, refuse containers, landscape planters, or telephone or utility poles.

Commented [SC6]: Side Street Business Signage program was sunsetted and replaced with Downtown Wayfinding program in late fall 2019.

8.02.00 Historic District Council

8.02.01 Historic District Council Created and Established

A. Establishment

There is hereby established the Historic District Council (HDC). The HDC is intended to be the City's primary agency responsible for furthering historic preservation within the City.

B. Membership

1. There shall be five (5) regular members of the HDC.
2. There shall be two (2) alternate members of the HDC.
3. Where possible, members shall include, to the extent such individuals are available in the community and willing to serve, one (1) registered architect, and professionals from the disciplines of architecture, construction, design, history, architectural history, archaeology, or other historic-related fields such as urban planning, American studies, cultural geography or cultural anthropology. Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines such as law, real estate, land development, or construction shall make up the remainder of the HDC membership. Current resumes of HDC members shall be kept by the City as a public record.

C. Authority to Seek Professional Expertise

1. With City Commission approval, the HDC may obtain the services of qualified persons to direct, advise, and assist it.
2. The HDC may request equipment, supplies, and other materials necessary for its effective operation.
3. When the HDC considers National Register nomination proposals and other actions which are normally evaluated by a professional in a specific discipline, and that discipline is not represented on the HDC, it may seek professional expertise in this area before rendering a decision. City Commission approval is required for any such professional contracts.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

- A. Identify, study, and recommend sites, structures, buildings, improvements, artifacts, and areas for designation as historic landmarks, historic sites, or historic districts.
- B. Maintain and update the historic properties survey as an inventory of historic landmarks, historic sites, and properties in historic districts. All inventories shall be compatible with the Florida Master Site File, which exemplifies the format used for statewide comprehensive historic preservation planning, and kept current and regularly provided to the state historic preservation officer for incorporation in the Florida Master Site File.
- C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.
- D. Review and make recommendations on National Register nominations within its jurisdiction.
- E. Make recommendations to the City Commission concerning the assignment of development rights or facade easements, or the imposition of other restrictions.
- F. Hear applications for variances within the Historic District Overlay or the CRA Overlay.
- G. Increase public awareness of the value of historic, architectural, and cultural preservation by developing and participating in public preservation information programs, and by updating such programs and public information documents.

- H. Make recommendations to the City Commission concerning the solicitation of grants from federal and State agencies, private groups, and individuals, and promote the preservation of historic or architecturally significant landmarks, sites, or properties in historic districts.
- I. Promulgate standards for architectural review.
- J. Evaluate and comment upon proposals pending before other public agencies affecting the physical development and land use patterns in or around historic landmarks, sites, or districts.
- K. Make recommendations to the City Commission on the purchase of historic landmarks, historic sites, or properties in historic districts where private preservation is not feasible.
- L. Perform any other functions which may be designated by resolution or motion by the City Commission.

8.02.03 Historic District Council Policy and Procedure Statements

The HDC may formulate and publish such policy and procedure statements as it deems reasonably necessary and appropriate to:

- A. Explain the format of information to be provided in the application for a Certificate of Approval.
- B. Explain the criteria and basis for HDC evaluation and ruling upon applications for a Certificate of Approval.
- C. Designate items to be subject to final staff approval without need for a hearing before the HDC.

8.02.04 Historic District Council Staff Roles and Responsibilities

- A. The City Manager shall provide professional staff in the City Planning Department to support the HDC in carrying out its responsibilities under this Chapter. Where possible, staff should have a background in historic preservation or a related field.
- B. Staff shall not sit as officer or board member of local preservation-related organizations, and shall act in an impartial manner in all matters involving the HDC.

8.02.05 Certified Local Government Program

In order to comply with the Department of State, Division of Historic Resources, "certified local government" requirements, the HDC shall take the following actions:

- A. A copy of all duplicate inventory materials will be provided to the SHPO. This will include any new or revised resumes of the HDC members or staff.
- B. The SHPO shall be provided with thirty (30) days prior notice of all HDC meetings. In the event of a special meeting, reasonable notice shall be given.
- C. Minutes of all HDC meetings shall be submitted to the SHPO. These minutes shall include a record of attendance of council members, the public, and any change in council membership.
- D. The SHPO shall be notified immediately of all new historic designations or alterations to existing designations.
- E. Proposed amendments to the LDC pertaining to the Historic District Overlay shall be sent to the SHPO for review and comment thirty (30) days prior to the scheduled adoption hearing.
- F. Objections by property owners that are notarized and filed with the HDC shall be submitted to the SHPO in order to prevent involuntary nomination to the National Register.

G. The HDC shall submit an annual report to the SHPO on or before November 1 of each year covering the previous October 1 through September 30 period. The annual report shall include:

1. Any changes or amendments to HDC rules of procedure;
2. The number of proposals and applications reviewed by the HDC;
3. New historic designations or alterations to existing designations;
4. Changes to the HDC;
5. New or revised resumes of HDC members or staff;
6. Changes or requested changes to the Historic District Overlay regulations;
7. Review of the survey and inventory activities with a description of the system used; and
8. A program report on each grant-assisted activity.

8.03.00 Historic District Council Process and Procedure

8.03.01 General Quasi-Judicial Board Requirements

See Section 11.04.00 of the Land Development Code.

8.03.02 Procedure for Designation of Historic Districts

- A. No historic district or property proposed for inclusion in a historic district within the city shall be designated by any City agency except as provided in this section.
- B. For purposes of this section, the term "property owner" shall mean the record owner or owners of one or more parcels of property within the boundaries of the proposed historic district. Should an individual, individuals or entity own more than one parcel of property within the boundaries of the proposed historic district according to the latest available tax rolls from the county property appraiser's office, then such individual or entity shall be considered one property owner for purposes of calculating the number of property owners in the proposed historic district regardless of the number of parcels that may be owned by the individual, individuals or entity within the boundaries of the proposed historic district. Should a parcel of property be owned by more than one individual for purposes of calculating the number of property owners within the boundaries of the proposed historic district, such co-owners shall be considered cumulatively as one property owner regardless of their number.
- C. Upon the recommendation of the City Commission or the Historic District Council an application may be submitted by a property owner within the proposed district, or his authorized agent, to the Planning Department to prepare or assist in preparation of a designation report. The City shall charge a fee for each application that reflects processing costs for the application, except such fee shall be waived for City-initiated applications. An area or property may be identified as being potentially suitable for designation as an historic district or for inclusion in a historic district. The area or property shall be surveyed and studied for the purpose of determining the age and significance of each building, site, structure, or object within the area. A nomination report shall be prepared based on the results of the survey. Once the district boundaries are determined, the property owners shall be surveyed for their agreement with the designation and the results shall be available and considered during public hearings at meetings of the Historic District Council, Planning Advisory Board, and City Commission.
- D. The applicant shall complete an application form provided by the City which shall, to the extent possible, include:

1. A written description of the architectural, historical, or archaeological significance of the structures, sites and building in the proposed historic district specifically addressing and documenting the criteria set forth in subsection (j) of this Section;
 2. An identification of all buildings, structures and sites within the proposed historic district and the proposed classification of each as contributing or noncontributing with an explanation of the criteria utilized for the proposed classification;
 3. A physical description of the proposed historic district, accompanied by photographs of buildings, structures or sites within the district indicating examples of contributing and noncontributing structures within the district;
 4. A statement of recommended boundaries for the proposed historic district and a justification for those boundaries, along with a map showing the recommended boundaries;
 5. The names and addresses of all owners of real property within the boundaries of the land upon which the designation of the historic district is requested and the real estate assessment numbers for the property within the boundaries of the land upon which the designation is requested. Requirements (1), (2), (3) and (4) shall be waived with respect to any historic districts listed on the National Register of Historic Places as of January 1, 1990.
- E. The Historic District Council shall hold a public hearing on the proposed designation within 90 days of the filing of a completed application. The Historic District Council shall hold at least one town meeting at which the proposed district will be explained and discussed. A quorum is not necessary to conduct the town meeting. The property owners within the proposed district shall be notified by United States mail at least thirty (30) days in advance of the Historic District Council public hearing date and time. For the purpose of notice requirements to owners, the names and addresses of owners shall be deemed to be those on the current tax records in the Office of the Property Appraiser. All notices required by this section shall state clearly the boundaries of a proposed historic district. The notice required by this section, the cost of which shall be \$2 for each notification, shall be paid by the applicant to the City.
- F. The notice referred to in paragraph (E) of this section shall include the following information and documents:
1. The notice shall state that the creation of an historic district will impose design review on certain permitted activities.
 2. The notice shall state that the ordinance creating the historic district will contain requirements which must be met in order to alter, renovate or demolish a structure or building within the district. These requirements may relate to density, siting, building materials and architectural features as well as other matters.
 3. The notice shall state that a list of contributing and noncontributing structures has been compiled and that contributing structures will be identified in the ordinance creating the historic district.
 4. The notice shall state that the owners have the right to vote whether they want the historic district to be created.
 5. The owners shall be provided a ballot which must be signed and witnessed which will permit the owner to vote whether he approves or disapproves the creation of the historic district. In order for the ballot to be valid it must indicate the name of the owner, the residence address of the owner and the address of the property in the proposed historic district. This ballot must be returned to the Historic District Council not less than twenty-one (21) days after the noticed hearing.

6. The notice shall state that at the hearing, the proposed historic district design guidelines for reviewing certain permitted activities will be discussed and voted on by the Historic District Council.
 7. The notice shall state that if the district is created the owners shall be required to obtain a Certificate of Approval before certain work is done on the property.
 8. The notice shall state that the application for creating the historic district is on file with the Historic District Council and that the Historic District Council shall have on file all information submitted by the applicant and the Planning Department, including recommendations.
 9. The notice shall state the time, date, and place of any town meetings scheduled by the Historic District Council. However, nothing herein shall prohibit the Historic District Council from holding other town meetings with published notice.
- G. Notice of a public hearing shall also be published once in a newspaper of general circulation in the City not less than fourteen (14) days in advance of the date of the hearing. The published notice shall be in a form prescribed by the Historic District Council and placed by the applicant at the applicant's expense. The applicant shall file proof of publication with the Historic District Council prior to the public hearing.
- H. The applicant for a proposed designation shall post signs within five working days after filing of a completed application, which signs shall be in the form required by the Historic District Council and shall be posted in full view of the public. The sign or signs shall be posted on the boundaries of the proposed historic district at each public right-of-way intersecting the boundary of the proposed historic district, or at such other locations and at such intervals, as determined by the Planning Department, as will ensure that the signs will be seen by as many persons as possible. The signs shall be maintained by the applicant until such time as the advisory recommendation has been made by the Historic District Council. The signs shall be removed by the applicant within ten days after final action by the City Commission.
- I. At the close of the public hearing, the Historic District Council shall determine whether, based upon the evidence, the proposed historic district does or does not meet the criteria for designation. Such a determination shall be made by a report stating the findings of the Historic District Council concerning the relationship between the proposed historic district and the National Register of Historic Places criteria for designation set forth below. At least two of the criteria must be met.
1. Its value as a significant reminder of the cultural, historical, architectural, or archaeological heritage of the City, state or nation.
 2. Its location is the site of a significant local, state or national event.
 3. It is identified with a person or persons who significantly contributed to the development of the City, state or nation.
 4. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state or nation.
 5. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
 6. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
 7. Its character is a geographically definable area or neighborhood possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events, or united in culture, architectural style, or aesthetically by plan or physical development.
 8. Its suitability for preservation or restoration.

- J. The Historic District Council shall also determine what proposed historic district design guidelines it would recommend to apply to the historic district and shall identify what actions to be taken on property within the proposed district that would require a certificate of Approval.
- K. The Historic District Council shall inform the public that each owner of real property in the proposed historic district had been sent ballots to vote on the proposed district and that the ballots must be signed, witnessed and delivered to the Historic District Council within 21 days after the hearing.
- L. At the first meeting of the Historic District Council held at least seven days after the owners' votes are due, the Historic District Council shall tabulate the votes. If a majority of the owners' votes cast disapprove the creation of the proposed historic district, the Historic District Council shall take no further action on the proposed historic district and the Historic District Council's files on the district shall be closed. If 50 percent or more of the owners' votes cast approve the creation of the proposed historic district, then the Historic District Council shall adopt an advisory recommendation which shall be accompanied by a report stating the findings of the Historic District Council concerning the relationship between the nominated historic district and the National Register criteria for designation. The Historic District Council shall forward the advisory recommendation and report to the Planning Advisory Board.
- M. The Planning Advisory Board shall consider the nomination request, the findings of the Historic District Council, and the request's consistency with the comprehensive plan, and make a recommendation to the City Commission. The property owners within the proposed district shall be notified by United States mail at least thirty (30) days in advance of the Planning Advisory Board public hearing date and time. For the purpose of notice requirements to owners, the names and addresses of owners shall be deemed to be those on the current tax records in the Office of the Property Appraiser. All notices required by this Section shall state clearly the boundaries of a proposed historic district. The notice required by this Section, the cost of which shall be \$2 for each notification, shall be paid by the applicant to the City.
- N. When a majority of the owners' votes disapprove the creation of the proposed historic district, any City Commission member may request that an ordinance designating the proposed historic district be drafted, but approval of the designation of such historic district by the City Commission shall require a vote of two-thirds of the City Commission members unless 85 percent of the proposed historic district acreage is already part of an historic district listed on the National Register.
- O. The City Commission shall give notice, follow the publication procedure and sign posting procedure, hold public hearings, and make its determination in the same manner as provided in Section 11.02.00; provided however, there shall be no requirement to notify by United States mail all owners of real property within 350 feet of the boundaries of the proposed historic district. The Commission shall consider the same criteria set forth in paragraph (I) of this section. Any ordinance designating an historic district shall set forth the historic district design guidelines that apply to the historic district, which would then become the Historic District Design Regulations for that historic district, and the actions that would require a Certificate of Approval.
- P. The City Clerk shall notify each applicant and each owner of real property within the proposed historic district of the final decision relating to the proposed historic district within seven (7) days of the City Commission's action and shall cause the designation of an historic district to be recorded in the official records of Nassau County, Florida, at the

- expense of the applicant for the designation. The City Clerk shall also notify the Property Appraiser's office of the designation.
- Q. Boundaries for designated historic districts identified in or by this chapter shall be clearly established through legal descriptions.
 - R. When an historic district designation is made, the Director of Planning or his designee shall enter the designation as an overlay on the Zoning Map and Future Land Use Map.
 - S. Whenever the City Commission has denied an application for the designation of an historic district no further application shall be filed for the same historic district designation for a period of one year from the date of such City Commission denial.
 - T. The designation of any historic district may be amended or rescinded through the same procedure utilized for the original designation, by the filing of an application for rescission or amendment of designation utilizing the procedure hereinabove set forth. Any Historic District Council recommendation to amend or rescind a prior designation shall be based upon new evidence and negative evaluation according to the criteria used for historic district designation in existence at the time of such application for rescission or amendment.
 - U. If an updated report shows that there are additional contributing structures outside of the original boundary of an existing district, then the city may consider the expansion of the boundaries of the district to incorporate those properties. A ratio of 50 percent contributing structures within the proposed district expansion is required for the creation of an expanded district.
 - V. The expansion of existing historic districts shall be done by ordinance adopted by the City Commission, in accordance with the same procedures required for the creation of new districts, except that the information required shall be applicable to the expansion area only, and not to the entire district.

8.03.03 Application Process for Certificate of Approval

- A. A Certificate of Approval is required before a permit is issued for work on a historic landmark or site, any property in a historic district (either contributing or noncontributing), or any property in the CRA Overlay.
 - ~~1. Structures are deemed contributing or noncontributing based on the most recent historic structures survey completed by the City.~~
 - 1. The City shall maintain an official inventory of resources. The inventory will include a structure's status as either contributing or non-contributing to the Historic District. This list shall be based upon the most recent historic structures survey completed by the city and amended, as appropriate, by the Historic District Council.
 - 2. Properties that are partially within the Historic District Overlay shall only receive HDC approval for projects that fall within the portion of the property in the Historic District Overlay. If the proposed project crosses the History District boundary line, then HDC approval shall be required. Proposed projects on the property wholly outside of the boundary line shall not require HDC approval.
 - 3. For improvements as listed within the Certificate of Approval Matrix ("Matrix") (Table 8.03.03(B)) under staff approval, the City Manager may issue a Certificate of Approval after a review of the application determines the improvement is in compliance with approved guidelines.
 - 4. For improvements as listed within the Matrix (Table 8.03.03(B)) under HDC approval, the HDC may issue a Certificate of Approval after a review of the

Commented [SC7]: Adopts an official list of contributing structures that can be amended as needed, without waiting an average of 15-20 years for next resurvey to be completed.

- application and a public hearing determines the improvement is in compliance with approved guidelines.
5. The City reserves the right to refer specific items to the HDC for its review.
 6. Decisions of the City Manager regarding Certificate of Approval applications may be appealed to the HDC and applicable fees shall apply.
 7. Any applicant may request referral to the HDC rather than staff approval and applicable fees shall apply.
 8. Any application referred by the City Manager or by an applicant will be considered in accordance with the application review schedule contained in this section.
- B. Improvements to properties are subject to either staff or HDC approval as set forth in Table 8.03.03(B), the Certificate of Approval Matrix:

Table 8.03.03 (B). Certificate of Approval Matrix

ACTION	CONTRIBUTING		NON-CONTRIBUTING	
	STAFF	HDC	STAFF	HDC
ACCESSORY DWELLINGS		X		X
ADDITIONS				
1. Not visible from the street AND 20% or less of the existing building's square footage		X	X	
2. All other additions		X		X
CANVAS AWNINGS	X		X	
CARPORTS (ADDITION OR ENCLOSURE)		X	X	
CHANGES TO BOARD-APPROVED PLANS		X		X
DECK, PATIOS, PERGOLAS				
1. With a structure		X	X	
2. Without a structure		X	X	
3. Not visible from right-of-way (with or without structure)	X		X	
DEMOLITIONS				
1. 10% or less of non-historic addition	X		X	
2. All other demolitions		X		X
DOORS + GARAGE DOORS				
1. Same materials, style, or size	X		X	
2. Change in materials or style	X		X	
3. Change in openings on main façade		X		X
4. Change in openings on a secondary façade		X	X	
DRIVEWAYS + SIDEWALKS	X		X	
GARAGES (ATTACHED OR DETACHED)		X		X
EXTENSION OF CERTIFICATE OF APPROVAL	X		X	
EXTERIOR WALL FINISH				
1. Removal of non-historic vinyl/aluminum/abestos siding (if original surface is salvageable or if replacement material matches structure's original exterior finish)	X		X	
2. All other finishes (including painting of originally unpainted surface)		X	X	

ACTION	CONTRIBUTING		NON-CONTRIBUTING	
	STAFF	HDC	STAFF	HDC
EXISTING DOCKS (WITH OR WITHOUT A STRUCTURE)	X		X	
FENCES + WALLS	X		X	
MECHANICAL SYSTEMS (WITH VISUAL IMPACT)	X		X	
PAINTING	X		X	
POOLS, POOL ENCLOSURES, IN-GROUND HOT TUBS		X		X
PORCHES				
1. Open an enclosed porch		X	X	
2. Enclose a porch on the main façade		X		X
3. Enclose a porch on a secondary façade		X	X	
PUBLIC (GOVERNMENT AGENCY) PROJECTS		X		X
RELOCATION		X		X
REPAIRS + MAINTENANCE (MATCH EXISTING)	X		X	
ROOF				
1. Same material and shape	X		X	
2. Change in material	X		X	
3. Change in shape and/or height		X		X
SCREEN DOORS				
1. Primary Entrance		X	X	
2. Secondary Entrance	X		X	
SIGNAGE	X		X	
SHEDS (up to 150 square feet)				
1. Custom-designed	X		X	
2. Pre-fabricated		X	X	
SHUTTERS (including temporary storm shutters/awnings)	X		X	
SKYLIGHTS		X	X	
SOLAR COLLECTORS		X		X
STORM WINDOWS AND DOORS	X		X	
VARIANCES		X		X
WIND GENERATORS		X		X
WINDOWS				
1. Same materials, style, or size	X		X	
2. Change in materials or style	X		X	
3. Change in openings on main façade		X		X
4. Change in openings on a secondary façade	X		X	
	STAFF		BOARD	
NEW CONSTRUCTION			X	
LANDSCAPING (NEW CONSTRUCTION ONLY)	X			
LIGHTING (NEW CONSTRUCTION ONLY)	X			
PARKING MATERIALS	X			

ACTION	CONTRIBUTING		NON-CONTRIBUTING	
	STAFF	HDC	STAFF	HDC
(NEW CONSTRUCTION ONLY)				

- C. Prior to undertaking an improvement to any property in a historic district, or the CRA, an application shall be submitted to the City for a Certificate of Approval. A Certificate of Approval shall be obtained even when a building permit is not required for the proposed work, unless the work falls under conditions outlined in Section 8.03.03(L). The City Manager shall advise any applicant if the subject property or work will require a Certificate of Approval. If no Certificate of Approval is received prior to beginning the work, ~~the certificate application fees required shall be doubled,~~ after-the-fact application fees shall be required. Fees are adopted annually through the Master Fee Schedule.
- D. In addition to the application requirements set forth in Section 11.01.03, the applicant shall provide:
1. Scale drawings of the proposed work;
 2. Photographs of the existing structure or site and adjacent properties; and
 3. Information about the building materials to be used;
 4. The HDC or City Manager may request additional information to be included with the application.
- E. An application for a Certificate of Approval shall not be considered complete until all required data has been submitted. An applicant may bring a preliminary proposal for improvements to the City Manager or the HDC for comments. When an application involves new construction, the applicant may present conceptual plans for review and comment before the preparation of construction drawings. The HDC or City Manager's approval of a preliminary or conceptual plan is a courtesy and such approval is not binding.
- F. Posted, mailed, and published notice shall be provided as set forth in Section 11.02.00.
- G. A quasi-judicial hearing shall be conducted as set forth in Section 11.04.00.
- H. Procedures for HDC action:
1. If the application is for a Certificate of Approval for improvements requiring HDC review, the HDC shall take action within forty-five (45) days of the submission of a completed application, to approve, modify, or disapprove the application, in whole or in part. The HDC may extend action for a period of up to thirty (30) additional days. In the case of a demolition application, the HDC may suspend action on it for a period not to exceed 180 days.
 2. The decision of the HDC shall be in the form of a written order. Any documents, drawings, plans, or specifications submitted for review by the HDC shall be stamped and signed by the chair, and the same documents shall be submitted to the building department for building permit applications. In cases where the HDC has disapproved the plans, the City shall furnish the applicant with a copy of the HDC written order, including reasons for disapproval, together with a copy of any recommendations the HDC may have for changes necessary to be made before the plans will be reconsidered.
 3. Certificates of Approval shall be issued for a period of twelve (12) months, and are renewable for six (6) months without cause, and for an additional six (6) months, upon a showing of good cause by the applicant. The applicant shall submit a written request for extensions, with appropriate support documentation, if required.

Commented [SC8]: Removes reference to double fees for after the fact applications. Fees are based on the Master Fee Schedule, which is adopted by the City Commission annually.

- I. All work performed pursuant to the issuance of a Certificate of Approval shall conform to the requirements of the certificate.
 - 1. It shall be the duty of the City to inspect any work performed pursuant to the certificate, in order to ensure its compliance.
 - 2. If work is not performed in accordance with the Certificate of Approval, the City may issue a stop work order so that all work shall cease, or may take such other action as it deems appropriate. No person shall undertake any work on such project as long as such stop work order shall continue in effect.
 - 3. All work not in compliance may be required to be removed, regardless of hardship to the owner.
- J. Any change in the scope of work subsequent to the issuance of a Certificate of Approval shall require a new Certificate of Approval for the changes. Applications for approval of such changes shall be in compliance with all procedures as outlined in this section.
- K. If an applicant wishes to move a historic landmark, building, monument, or structure from its site; move a building or structure from a historic district; move a building or structure to a historic site; or move a building or structure to property in a historic district, the HDC shall consider, in addition to the points contained in this section:
 - 1. The contribution the building or structure makes to its present setting;
 - 2. Whether there are definite plans for the use of the site once vacated;
 - 3. Whether the building or structure can be moved without significant damage to its physical integrity; and
 - 4. The compatibility of the building or structure to its proposed site and adjacent properties.
- L. A Certificate of Approval is not required for work for which a building permit is not required and where the purpose and effect of such work is to correct deterioration, decay, or damage to a structure or any part of it, and where such work will restore the building to the same condition, as nearly as practicable, as its condition prior to the deterioration, decay or damage. Only repairs that will not change the exterior appearance or composition of the building materials shall be exempted.

8.03.03.01 Requirements for Demolition Applications

- A. Application requirements. Application for a Certificate of Approval for any demolition of a primary building or structure (contributing or noncontributing) located within a locally designated historic district or the CRA shall be submitted by the property owner to the HDC. No building or structure in a locally designated historic district or the CRA shall be demolished without approval by the HDC, unless by a superseding order of a government agency or a court of competent jurisdiction.
- B. Public hearings and notice requirements. Certificate of Approvals for demolition applications are to be heard in accordance with HDC hearing requirements for Certificate of Approval applications and noticed in accordance with City requirements for public hearings.
- C. Review criteria for demolition applications. In evaluating applications for a Certificate of Approval for demolition, the HDC shall consider the following:
 - 1. Whether the structure or site would meet national, state, or local criteria for designation;
 - 2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;
 - 3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;

4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;
 5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character of the district;
 6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;
 7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage;
 8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;
 9. Whether the applicant will be denied a reasonable return on his or her investment;
 10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;
 11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.
- D. Written evidence. The HDC may request the following written evidence be submitted as part of an application for a Certificate of Approval for demolition:
1. A report from a certified property appraiser stating that such structure as it exists will not earn a reasonable economic return for the owner.
 2. A report from a certified property appraiser as to the estimated market value of the property both in its current condition and after completion of the proposed demolition or removal.
 3. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation and/or relocation.
 4. An estimate from an architect, developer, real estate consultant, or appraiser experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure in its current location or in any proposed new location.
- E. Demolition delay period. The HDC may grant a Certificate of Approval for demolition as requested by a property owner which may provide for a delayed effective date. The effective date of the certificate will be determined by the HDC based on the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. The HDC may delay the demolition of contributing buildings within locally designated historic districts for up to six months, and for non-contributing buildings within locally designated historic districts for up to three months. During the delay period, the HDC may take such steps as it deems necessary to preserve the structure requested to be demolished and ensure that the structure is secured and stabilized. Such steps may include, but are not limited to, consultation with community groups, public agencies, and interested citizens; recommendations for acquisition of property by public or private bodies or agencies; and exploration of the possibility of moving the structure to a new location.
- F. Waiting period for certain demolition permit
1. Permits to demolish structures which are 50 years of age or older shall not be issued until the expiration of 90 days from the date of the permit application. The purpose of this restriction shall be to enable the Historic

Commented [SC9]: to ensure review of any structure 50 years or older before a demolition permit is issued. This LDC change reinforces **Comprehensive Plan Policy 11.03.11. The City recognizes the importance of structures constructed in the last fifty years, and encourages efforts to protect significant examples of these structures as illustrative of the community's recent heritage.**

District Council to pursue alternatives to demolition and to assemble and document information pertaining to the appearance and history of the structure prior to its demolition. Upon the filing with the city manager or designee of an application to demolish a structure which is 50 years of age or older, the city manager or designee shall immediately notify the historic preservation planner.

2. A demolition permit for a structure that is 50 years of age or older may not be issued prior to the expiration of 90 days from the date of the demolition permit application unless the city historic preservation planner finds no cause to refer the permit application to the Historic District Council based on the following standards:

The structure:

- a. Is not, in the opinion of the historic preservation planner, a "landmark" structure in that it is not designed in an architectural "high style" or a recognized vernacular building pattern, and it does not have historic events or persons associated with it; or
- b. The structure has been substantially burned or damaged by an event not within the landowner's control with more than 50 percent of the structure affected.
- c. If the demolition request does not meet the above standards and the delay is imposed, the application will be referred by the historic preservation planner to the Historic District Council for consideration, and the applicant will be notified by mail of the delay and the date of the next regularly scheduled Historic District Council meeting not less than ten days after the referral, and the process for appeal due to economic hardship. The Historic District Council and its authorized designees shall be permitted access to the premises and to the subject structure during the 90-day period at reasonable times by appointment with the owner or proprietor for the purpose of photographing, measuring, and documenting information concerning the structure or site.
- d. At the next regularly scheduled meeting not less than ten days after the referral is received, the Historic District Council may waive the demolition delay if the applicant can demonstrate economic hardship, as outlined in Section 8.03.06, with consideration given to the economic impact of the delay on the applicant and the reasonableness of the applicant carrying out the decision of the board.
- ~~e.~~ After invoking a demolition delay, the historic preservation planner shall post the subject property with a sign notifying the public of the owner's intent to demolish the structure in order to allow interested parties to come forward and move the structure upon consent of the owner.

E.G. Special requests precedent to demolition. The HDC may, with the consent of the property owner and at the property owner's expense, request that the owner salvage and preserve building materials, architectural details and ornamentation, fixtures and the like for reuse in the restoration of other historic properties. At the HDC's discretion, and with the property owner's consent, the HDC, Amelia Island Museum of History, or other

local historical organizations at their expense, may salvage and preserve building materials, architectural details and ornamentation, fixtures, and the like. The HDC may, with the consent of the property owner and at the property owner's expense, recommend recording the architectural details for archival purposes prior to demolition. This recording may include, but is not limited to, photographs, videotaping, historical background information, and scaled architectural drawings.

F.H. Denial of Certificate of Approval for demolition. The HDC's refusal to grant a Certificate of Approval for demolition requested by a property owner shall be supported by a written statement describing the public interest that the HDC seeks to preserve.

G.L. Requirement of development plans. No contributing building or structure on a property located within a locally designated historic district or the CRA shall be totally demolished without first receiving at the minimum conceptual approval by the HDC for new construction. The requirement of a certificate of Approval for new construction may be waived by the HDC upon a showing of good cause that such requirement would be unduly harsh or would result in a substantial hardship to the property owner. A showing of good cause may include, but is not limited to, evidence that the property owner is unable to comply with the requirement for new construction due to advanced age, infirmity, physical or other handicap, or economic hardship. In the event economic hardship is claimed, the applicant must demonstrate the requirements in Section 8.03.06. Property owners seeking demolition of an unsafe structure based upon recommendation of the Code Enforcement and Appeals Board or the Building Official are exempt from ~~this-the~~ requirement to first receive conceptual approval for the new construction. In the event an emergency repair or demolition is required, procedures for expedited approval are outlined in Section 8.03.08. Upon approval by the HDC of a Certificate of Approval for demolition, the demolition permit shall not be issued until all demolition and new construction plans for the property have received all other required governmental approvals.

H.L. Structures not in historic districts or the CRA. Upon receipt of a demolition permit application for properties not in the historic districts or the CRA, the Building Department shall notify the ~~Planning~~ Department of Planning & Conservation. During the permit application review period, the ~~Planning~~ Department of Planning & Conservation shall record the property through photographic documentation for archival purposes. The City may seek permission from the property owner to enter the building to take photographs prior to demolition.

Commented [SC10]: Clarifies that the exemption is for conceptual approval review only and references emergency repair or demolition procedures to be followed.

Commented [SC11]: Corrects name of department to reflect change to Department of Planning & Conservation

8.03.04 Standards for Review of Certificate Applications

A. In addition to specific criteria referenced in Sections 8.03.03 and 8.03.06 regarding demolition, relocation, and economic hardship, the Historic District Council uses the following criteria for review of projects:

1. The Secretary of the Interior's Standards for Rehabilitation;
2. The applicable Design Guidelines: Historic Preservation Guidelines for the Downtown Historic District, the Old Town Preservation and Development Guidelines, and the Community Redevelopment Area Design Guidelines, all as amended from time to time; and
3. The City Comprehensive Plan; and
4. The City Land Development Code.

B. The City Manager, in considering any application for improvements subject to staff review, shall consider the same criteria in Section 8.03.04(A).

**8.03.05 Standards for Archaeological Work; Discovery of Archaeological Sites
(reserved)**

8.03.06 Economic Hardship

- A. A property owner may demonstrate economic hardship as to demolition, substitution of alternative building materials, or other cases for primary structures by providing the following information as applicable and as may be required by the HDC.
1. Owner currently receives fixed income benefits;
 2. Owner currently receives assistance through income-indexed program which provides for physical improvements to the property;
 3. An estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would potentially be incurred if the owner were to comply with the recommendations of the Board for the changes necessary to obtain a Certificate of Approval;
 4. Any documentation related to good faith attempts to sell, rehabilitate or reuse the structure or structures within the last three (3) years;
 5. Proof of payment of property taxes within the last three (3) years;
 6. Owner has tax-exempt status as a (501)(c)(3) organization;
 7. A report from a developer, real estate consultant, certified property appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility or viability or rehabilitation or reuse of the existing structure or structures; and/or
 8. A report from an engineer, architect or contractor with experience in rehabilitation as to the soundness of any structures on the property and their suitability or feasibility for rehabilitation or reuse.
- B. Property owners are not required to prove economic hardship for accessory structures.

8.03.07 Demolition by Neglect

- A. The following shall apply to maintenance and repair to structures in the locally designated historic districts, as well as any structure or property in the City that has been listed individually or deemed eligible for individual listing in the National Register:
1. The owner, lessee, or other person in physical control of the structure shall comply with all applicable codes, laws and regulations governing the maintenance and safety of property including but not limited to City Codes, as applicable. It is the intent of this section to preserve from deliberate or inadvertent neglect of the exterior features of a building designated as a contributing structure to a historic district, and the interior portions therefore when such maintenance is necessary to prevent deterioration and decay of the exterior. All such buildings shall be preserved against such decay and deterioration and shall be free from structural defects through prompt correction of any of the following defects:
 - a. Facades which may fall and injure members of the public or property;
 - b. Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;
 - c. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration;
 - d. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors;

- e. Defective or insufficient weather protection for exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering;
 - f. Any fault or defect in the building which renders it not properly watertight or structurally unsafe; and
 - g. Any fault or defect in the building rendering such structure an unsafe structure as defined under the provisions of Chapter 22, City Code of Ordinances.
2. Where the property is an archaeological site, the owner shall be required to maintain his property in such a manner so as not to adversely affect the archaeological integrity of the site.
3. It shall be the joint responsibility of the Building Department, Planning Department, and Code Enforcement staff to enforce the provisions of this section, and the divisions may refer violations to the Code Enforcement and Appeals Board for enforcement proceedings pursuant to Chapter 2, City Code of Ordinances.

8.03.08 Emergency Actions

A. Emergency Repair Procedure

1. When any property within the historic districts or CRA requires immediate repair to preserve its continued habitability and/or the health and safety of its occupants or others, emergency repairs may be performed in accordance with applicable construction codes immediately upon approval of the Building Official, who shall certify that a bona fide emergency of the type referenced herein exists, without first obtaining a Certificate of Approval from the Historic District Council.
2. The procedures outlined in this section should be strictly limited to those circumstances which, in the opinion of the Building Official, meet the definition of an emergency as defined in Chapter 1 of the Land Development Code. No work in addition to the emergency repairs shall be performed until an appropriate request for approval has been received by the City Manager or his/her designee and the Historic District Council pursuant to the procedures set forth in this article.
3. If the Building Official or Fire Marshal determines that a building or structure in a local historic district or the CRA poses an immediate threat to persons or property, such official may order or conduct emergency repairs necessary to make the building or structure safe without the requirement of a Certificate of Approval. Under such circumstances, the repairs performed shall be only such as are necessary to preserve the continued habitability of the building or structure and/or the health and safety of its occupants or others and to prevent further damage. Where feasible, these temporary measures should be reversible without damage to the building or structure. Once such temporary repairs have been completed, no further work may be done on the building or structure until a Certificate of Approval is obtained.
4. Within 48 hours after the repairs are made, the Building Official making or ordering such authorized temporary repairs shall notify the Historic District Council Chair or staff. If any work intended to be permanent was performed, or is to be performed, the property owner must apply for a Certificate of Approval within 90 days after the emergency work is conducted in accordance with COA procedures, and the Historic District Council action shall supersede the emergency approval.

B. Emergency Demolition Procedures

1. The Building Official shall immediately notify the ~~Community Development Director~~ of the Department of Planning & Conservation of cases where there are emergency conditions dangerous to life, health or property affecting a building or

Commented [SC12]: Corrects title to reflect name change

structure in a historic district or a building or structure that has been listed individually or deemed eligible for individual listing in the National Register, or a building over 45 years old. Notification to the ~~Community Development~~ Director of the Department of Planning & Conservation shall consist of a written report from a Building or Code Enforcement Inspector describing the dangerous conditions, and any other documentation that the Community Development Director shall require.

2. The Community Development Director shall consult with Historic District Council staff and the Historic District Council Chair or HDC designee upon receipt of the statement or as soon as is practicably possible. The Director, staff, and the HDC Chair or HDC designee shall determine whether any additional information or documentation is needed. If so, the documentation or information shall be obtained by the Building Official. If not, or when requested information is received and approved by staff and the HDC Chair or designee, an emergency Certificate of Approval (COA) will be issued by staff and the HDC Chair ~~the Building Official may order the dangerous conditions abated without a Certificate of Approval and~~ without approval of the full HDC.

Commented [SC13]: Requires an expedited emergency COA to be issued with Staff and HDC Chair's signature.

8.03.09 Appeals

- A. An applicant aggrieved by any decision of the HDC may appeal to the City Commission, with the exception of variances, which may be appealed to a court of record as outlined in Section 10.02.04(D).
- B. The petition shall be presented to the City Commission within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.
- C. The request for an appeal shall be submitted in writing to the City Clerk, and the request shall state the basis for the appeal in clear and precise terms. The record on appeal shall consist of the record of the proceedings below (which shall be the minutes of the meeting, unless the person requesting the appeal provides a verbatim transcript at their cost) including the staff report and all other evidence presented by the City and the applicant. If either the City or the applicant desires to present new evidence, the matter may be referred back to the HDC for their review. When the record is complete, the City Clerk shall send a copy of the record and a notice of the hearing date to both parties. The parties shall receive a minimum of ten (10) days notice of hearing.
- D. An applicant may appeal a decision of the City Manager to the HDC. The applicant shall submit the appeal in writing and shall state the reasons for the appeal.

8.03.10 Enforcement; Penalties; Injunctive Relief

A. Enforcement

1. The City shall promptly stop any work attempted to be done without or contrary to a Certificate of Approval issued under this chapter.
2. Any sign or exterior illumination of walls, exterior roofs, or appurtenances of buildings displayed contrary to the provisions of this LDC shall be removed.
3. If the owner of the structure or building fails to correct the defects as outlined in this section, after knowledge of the existence of such defects has been brought to his attention, the owner shall be found in violation of this LDC, and shall be subject to a fine.

B. Penalty; restoration of building to former appearance

1. A violation of this LDC shall be a separate offense for each day or portion thereof during which any such violation continues to occur and each offense shall be punishable by a fine.

2. Any person who demolishes, alters, or constructs a building or structure in violation of this chapter shall be required to restore the building or structure and its site to its appearance prior to the violation. This civil remedy shall be in addition to and not in lieu of any civil or criminal prosecution and penalty.

8.03.11 Tax Exemptions for Historic Properties

Tax exemptions on City ad valorem taxes for qualifying projects are explained in the City Code of Ordinances, Chapter 74, Article V.

8.03.12 Severability

The provisions of these sections are declared to be severable and if any section, sentence, clause or phrase of these sections shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of these sections, but they shall remain in effect.

LDC CHANGES: CHAPTER 5

5.01.10 Fences and Walls

- A. The maximum height of fences and walls shall be as set forth in Table 5.01.10(A), except where otherwise provided in this LDC.

Table 5.01.10(A). Maximum Height of Fences and Walls

Zoning District	Location	Maximum Height
RE, R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Front yard, measured from the required front yard setback line to the front property line	4 feet
RE, R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Side yard, measured from the required front yard setback line to the required rear yard setback line	6 feet
	Rear yard, measured from the required rear yard setback line to the rear property line	6 feet
C-1, C-2, C-3, PI-1 & W-1	All locations	8 feet
I-1, I-A, I-W, REC & CON	All locations	12 feet

- B. Where walls or fences are proposed to be located on a common property line, the written consent of adjacent property owners shall be required.
- C. Property lines shall be established by a survey prepared by a surveyor licensed in Florida not more than two (2) years prior to the date of the application for a permit to install or construct a fence.

~~D. Horizontal and vertical support posts shall be placed facing the inside of the fenced area, except where the fence is designed such that both sides are finished with alternating vertical fence supports~~

~~D-E~~ Electrified fences are prohibited.

~~E-F~~ The use of barbed wire, razor wire, or the like for fencing is permissible only in the I1, I-A, and PI-1 zoning districts.

~~F-G~~ Permissible barbed wire or razor wire shall be six (6) feet or more above the ground level. The barbed or razor wire shall be turned, pointed, or directed inward toward the property enclosed by the fence.

Commented [SC1]: Adds requirements for fence posts to face inward toward property.

APPROVED



**MINUTES
HISTORIC DISTRICT COUNCIL
REGULAR MEETING
MARCH 21, 2019**

1. CALL TO ORDER: 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Robert Erickson
Michael Harrison
Michael Spino (Chair)

Benjamin Morrison
Ricky Escalante (Alt 1)

MEMBERS ABSENT:

James Pozzetta

OTHERS PRESENT

Tami Bach, City Attorney
Sal Cumella, Historic Preservation Planner
Samantha Rogic, Recording Secretary

Chair Spino announced the resignation of Member Conway.

Member Morrison was seated as a regular full time voting member.

Member Escalante was seated as full time Alternate Member 1.

Member Escalante was seated as a temporary voting Member in Member Pozzettas' absence.

The above was moved by Member Harrison and seconded by Member Erickson.

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

Member Harrison recognized Ms. Conway's dedication and service to the Historic District Council.

2. APPROVAL OF MEETING MINUTES

2.1 February 21, 2019 Regular Meeting

ACTION TAKEN: A Motion was made by Member Harrison, seconded by Member Morrison to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

**3.1 *POSTPONED TO APRIL 18, 2019 REGULAR MEETING AT APPLICANTS REQUEST*
HDCV 2019-02 (PREVIOUSLY HDC 2018-42): MIRANDA ARCHITECTS, AGENT FOR ST.
MICHAEL CATHOLIC CHURCH, 505 BROOME STREET
VARIANCE from Land Development Code section 7.01.04(B)6 Parking Standards & Parking Lot
Design: On Street Parking. (*Quasi-Judicial*)**

**3.2 *POSTPONED TO APRIL 18, 2019 REGULAR MEETING AT APPLICANTS REQUEST*
HDC 2019-13 (PREVIOUSLY HDC 2018-20): MIRANDA ARCHITECTS, AGENT FOR ST.
MICHAEL CATHOLIC CHURCH, 505 BROOME STREET**

Certificate of Approval (COA) to construct an approximately 5,978 sf primary structure and associated parking lot. (*Quasi-Judicial*)

3.3 HDC 2019-02: JOHNSON HOMEBUILDERS, INC., AGENT FOR ROLAND BOARDMAN, BLOCK 15 LOTS 1, 2, & 5 (OLD TOWN).

Certificate of Approval (COA) to construct a 1,960 sq.ft. primary structure and a 338 sq.ft. accessory structure. (*Quasi-Judicial*)

Roland Boardman, the owner, was present to answer questions from the Board.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Escalante, to approve HDC case number 2019-02 with the condition that the railing height be set at 36"; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-02, with condition, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.

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

4. NEW BUSINESS

Ahead of items 4.1, 4.2, and 4.3, Chair Spino announced that the Board agreed to hear all 3 cases together, but motion and vote separately.

4.1 HDCV 2019-01: CMR ISLAND PROPERTIES, LLC, AGENT FOR BEVERLY FREEMAN CREWS, JAMES K. FREEMAN JR, GEORGE T. MORGAN, ANGELA KAREN MORGAN, 116 N. 2ND STREET

VARIANCE from Land Development Code section 1.03.05, Construction or Demolition of Structures on Combined Lots. (*Quasi-Judicial*)

Teresa Prince, 406 Ash Street, representative to the applicant, addressed the Board. Using a slide show presentation, Ms. Prince provided information and details specific to case items HDCV 2019-01, HDC 2019-09, HDC 2019-08 and submitted amended application packets into the record for each.

Mike McCloskey, 26 Belted King Fisher, the applicant, was present to answer questions from the Board.

Tami Kosack, 322 N. 3rd Street, inquired on the adjacent properties inclusion in the CRA, the proposed structure shown in context of neighboring properties, and storm water management.

Bob Carpenter, 113 N. 3rd Street, lives directly behind the subject property, raised concerns with the storm water management and the issue with the drive way.

Teresa Prince clarified for the Board that the existing structure is not occupied and does not pose a public health hazard.

ACTION TAKEN: A motion was made by Member Morrison, seconded by member Harrison, to approve HDC case number HDCV 2019-01 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case HDCV 2019-01, as presented, is substantially compliant with the Land Development Code, and the Waterfront Community Redevelopment Area Guidelines to warrant approval at this time, and the reasons for my findings are: *because literal interpretation would deprive the owner because they should be allowed to develop the properties as fee simple just as other properties in the CRA would be able to do and it is the minimum variance needed seeing as the owners would like to pursue a fee simple town house approach.*

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

- 4.2 **HDC 2019-09: CMR ISLAND PROPERTIES, LLC, AGENT FOR BEVERLY FREEMAN CREWS, JAMES K. FREEMAN JR, GEORGE T. MORGAN, ANGELA KAREN MORGAN, 116 N. 2ND STREET**
Conceptual Certificate of Approval (COA) to construct four, two-story mixed-use town-homes. (Quasi-Judicial)

ACTION TAKEN: A motion as made by Member Harrison, seconded by Member Erickson, to continue HDC case 2019-09 to the May 16, 2019 meeting.

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

- 4.3 **HDC 2019-08: CMR ISLAND PROPERTIES, LLC, AGENT FOR BEVERLY FREEMAN CREWS, JAMES K. FREEMAN JR, GEORGE T. MORGAN, ANGELA KAREN MORGAN, 116 N. 2ND STREET**
Certificate of Approval (COA) to demolish a two-story primary structure and accessory structure. (Quasi-Judicial)

Deferred to May 16, 2019 by extension of 2019-09.

- 4.4 **HDC 2019-10: SPURGEON RICHARDSON, AGENT FOR BOAT HOUSE FERNANDINA, LLC, 30 S. 2ND STREET**
Certificate of Approval (COA) for an exterior remodel to facilitate the adaptive use of this non-contributing structure as a restaurant. (Quasi-Judicial)

Steven Papke, 2845 1st Ave, architect, offered information and details specific to the proposed request and submitted multiple pictures and drawing into the record. Samples of proposed materials were provided to the Board for consideration.

ACTION TAKEN: A motion was made by Member Escalante, seconded by Member Harrison, to approve HDC case number 2019-10 with the conditions that: 1) signage receive a separate COA and a Sign Permit, 2) the addition and removal of curb cuts be approved through the Streets Department, 3) paint colors be submitted and approved at staff level; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-10, with conditions, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

Upon discussion, Member Escalante amended the motion to include a fourth condition that mechanical and any outdoor equipment be fully screened.

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

- 4.5 **HDC 2019-11: MIRANDA ARCHITECTS, AGENT FOR ROBERT H. SPRINGER III, LOTS 4 & 5 BLOCK 22 (OLD TOWN)**
Certificate of Approval (COA) to construct a 2-story primary structure and 1-story detached accessory structure. (Quasi-Judicial)

Jose Miranda, agent for the owner, provided a sample of the proposed fiberglass reinforced vinyl lattice for the Board to consider.

ACTION TAKEN: A motion was made by Member Erickson, seconded by Member Harrison, to approve HDC case number 2019-11 with the condition that the lattice be made of wood; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-11, with condition, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.

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

4.6 **HDC 2019-12: BAKER FAMILY LIVING TRUST, 28 S. 7TH STREET**

Certificate of Approval (COA) to change a carriage house window opening back to a garage door, as originally designed. (*Quasi-Judicial*)

Woody Baker, owner and applicant, was present to answer questions from the Board.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Escalante, to approve HDC case number 2019-12 with the condition that the finished material on the exterior carriage house door be wood, but the structure of the door need not be, and that it receive staff approval; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-12, with condition, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

5. **STAFF-APPROVED CERTIFICATES OF APPROVAL**

There was no discussion on Staff approvals.

6. **BOARD BUSINESS**

6.1 **Presentation: Defensible Decision-Making and Sunshine Laws (Tammi Back, City Attorney)**

6.2 **Alternate 2 Vacancy**

6.3 **Reappointment of Enrique Escalante**

The board unanimously voted to forward the recommendation of the reappointment of Enrique Escalante to the City Commission.

7. **STAFF REPORT**

7.1 **HDC Workshop: Old Town** – Wednesday, March 27, 2019 5:00 PM, City Hall Commission Chambers

7.2 **Historic Preservation Awards:** Deadline for submissions March 29, 2019

7.3 **Preservation Home Tour:** Saturday, May 11, 2019

8. **PUBLIC COMMENT**

Chip Ross, 210 N. 3rd Street, voiced concern regarding recent buildings constructed in the Historic District.

9. **ADJOURNMENT – 7:58 PM**



Samantha Rogic, Recording Secretary



Michael Spino, Chair

APPROVED



**MINUTES
HISTORIC DISTRICT COUNCIL
REGULAR MEETING
MAY 23, 2019**

1. CALL TO ORDER: 5:00

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

James Pozzetta
Michael Harrison
Ricky Escalante (Alt 1)

Benjamin Morrison
Michael Spino (Chair)
Robert Erickson

MEMBERS ABSENT:

OTHERS PRESENT

Tami Bach, City Attorney
Sal Cumella, Historic Preservation Planner
Samantha Rogic, Recording Secretary

Alternate Member Escalante was seated as a voting member for items 4.1 & 4.2
Mr. Cumella informed the Board that Ms. Angela Conway would be returning to the Board.

There were no ex parte communications to report.

Member Harrison will refrain from voting on item 4.1 (HDC 2019-16) as he is the applicant.

Member Pozzetta will refrain from voting on item 4.2 (HDC 2019-18) as he is the agent to the applicant.

2. APPROVAL OF MEETING MINUTES

2.1 April 18, 2019 Regular Meeting

Member Harrison stated that as part of the ex parte communications, it should state that he looked inside the structure, not only outside.

ACTION TAKEN: A Motion was made by Member Harrison, seconded by Member Morrison, to approve the minutes with amendment.

Motion passed by unanimous voice vote.

Wednesday, June 5th was selected for a workshop meeting to discuss outstanding issues and receive public input.

3. OLD BUSINESS

3.1 HDC 2019-08: CMR ISLAND PROPERTIES, LLC AGENT FOR BEVERLY FREEMAN CREWS, JAMES K. FREEMAN JR., GEORGE T. MORGAN, & ANGELA KAREN MORGAN, 116 N. 2ND STREET

Certificate of Approval (COA) to demolish a two-story primary structure and associated accessory structure. (*Quasi-Judicial*)

The item was withdrawn at the applicants request.

Teresa Prince, agent to the applicant, explained that a demolition permit has been issued by the Building Department.

3.2 HDC 2019-09: CMR ISLAND PROPERTIES, LLC, AGENT FOR BEVERLY FREEMAN CREWS, JAMES K. FREEMAN JR., GEORGE T. MORGAN & ANGELA KAREN MORGAN, 116 N. 2ND STREET

Conceptual Certificate of Approval (COA) to construct four, two-story townhomes. (*Quasi-Judicial*)

Teresa Prince, agent to the applicant, explained that there is no longer a commercial component to the project. Using a slide show presentation and handouts, she provided information and details about the proposed project and changes made as response to comments from previous meetings.

Chip Sasser, 211 Sunrise Drive, agent to the applicant, stated that there are trees on the property that are in awful shape.

Richard Sasser, 631 Tarpon Avenue, architect, was present to answer questions from the Board.

Peter Mallory, owner of 118 & 120 N. 2nd Street, raised concerns with drainage issues on 2nd Street, and voiced his overall support for the project.

Bob Carpenter, 113 N. 3rd Street, voiced support for the project and also has concerns regarding drainage.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Escalante, to continue HDC case number 2019-09 to the July 18, 2019 regular meeting, without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-09, as presented, is not substantially compliant with the Land Development Code, and the Waterfront Community Redevelopment Area Guidelines to warrant conceptual approval at this time.

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

3.3 *POSTPONED TO THE JUNE 20, 2019 REGULAR MEETING*

HDCV 2019-02 (PREVIOUSLY HDC 2018-42): MIRANDA ARCHITECTS, AGENT FOR ST. MICHAEL CATHOLIC CHURCH, 505 BROOME STREET

Variance from Land Development Code sections 7.01.04(B)2 Parking Standards & Parking Lot Design: Off Street Parking and 7.01.04(B)6 Parking Standards & Parking Lot Design: On-Street Parking. (*Quasi-Judicial*)

3.4 *POSTPONED TO THE JUNE 20, 2019 REGULAR MEETING*

HDC 2019-13 (PREVIOUSLY HDC 2018-20): MIRANDA ARCHITECTS, AGENT FOR ST. MICHAEL CATHOLIC CHURCH, 505 BROOME STREET

Certificate of Approval (COA) to construct an approximately 5,978 sf primary structure and associated parking lot. (*Quasi-Judicial*)

4. NEW BUSINESS

4.1 HDC 2019-16: MICHAEL & JENNIFER HARRISON, 800 SOMERUELUS STREET

Certificate of Approval (COA) to construct a 2-story primary residence and detached 2-story accessory dwelling unit. (*Quasi-Judicial*)

Jennifer Harrison, 820 Someruelus Street, owner and applicant, provided information and details specific to the requested action.

Michael Harrison, 820 Someruelus Street, owner and applicant, provided additional information and details.

Tim Green, 2830 1st Avenue, opposed the idea of a variance.

Andrea Power, 913 White Street, voiced concern with the height of the garage and visibility of the view corridor obstructed by the porch stair case.

ACTION TAKEN: A motion was made by Member Pozzetta, seconded by Member Erickson, to continue HDC case number 2019-16 to the July 18, 2019 regular meeting, without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-16, as presented, is not substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.

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

4.2 **HDC 2019-18: MICHAEL JOHNSON, AGENT FOR ALTON FRANK FREEMAN, 515 BROOME STREET**

Certificate of Approval (COA) to demolish and salvage rear portion of the home; repair/stabilize remainder of the property; construct wooden deck and fence. (*Quasi-Judicial*)

Michael Johnson, 515 Broome Street, agent to Alton Frank Freeman, provided a brief history of the home and was available to answer questions from the Board.

James Pozzetta, architect, provided additional information and details.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Escalante to approve HDC case number 2019-18 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-18, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

5. **STAFF-APPROVED CERTIFICATES OF APPROVAL**

There were no comments regarding Staff Approvals.

6. **BOARD BUSINESS**

7. **STAFF REPORT**

Mr. Cumella spoke to emergency demolition procedures. The Board discussed.

The Old Town presentation was postponed.

8. **PUBLIC COMMENT**

9. **ADJOURNMENT – 7:27 PM**


Samantha Rogic, Recording Secretary


Michael Spino, Chair

APPROVED



**MINUTES
HISTORIC DISTRICT COUNCIL
SPECIAL MEETING
JUNE 5, 2019**

1. CALL TO ORDER: 5:02 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

James Pozzetta

Michael Harrison

Ricky Escalante (Alt 1)

Robert Erickson

Michael Spino (Chair)

MEMBERS ABSENT:

Benjamin Morrison

OTHERS PRESENT

Tami Bach, City Attorney

Sal Cumella, Historic Preservation Planner

Samantha Rogic, Recording Secretary

Michelle Forstrom (Code Enforcement Director)

Mr. Cumella explained the intent of the Special Meeting.

2. NEW BUSINESS

2.1 Discussion of Unsafe Structures and Emergency Demolition Procedures

The Board discussed implementing a procedure or condition for the deconstruction of Historic Structures in order to salvage and preserve historic materials.

No members of the public wished to speak.

2.2 Discussion of Other LDC Changes

Mr. Cumella presented the proposed changes. The Board discussed.

2.3 Discussion of Issues Affecting Old Town

Mr. Cumella presented the discussion items. The Board discussed.

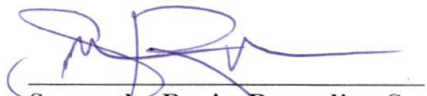
The following members of the public spoke to the item: *Peggy Lehosit, 1016 San Fernando Street; Pat Gas, 801 White Street; Ron Machado, 314 New Street; Andrea Power, 913 White Street; Jennifer Harrison, 820 Someruelus Street.*

3. BOARD BUSINESS

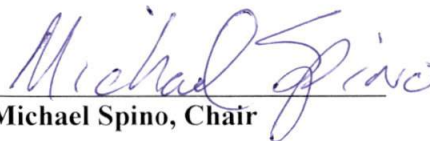
3.1 Recommendation of Appointment of HDC Alternate #2 Seat

The Board agreed to recommend the appointment of Ms. Angela Conway to Alternate Member #2, to the City Commission for their consideration.

4. PUBLIC COMMENT
5. ADJOURNMENT - 6:42 PM

A stylized, handwritten signature in blue ink, appearing to be 'SR' with a long horizontal flourish extending to the right.

Samantha Rogic, Recording Secretary

A handwritten signature in blue ink that reads 'Michael Spino' in a cursive script.

Michael Spino, Chair

APPROVED



**MINUTES
HISTORIC DISTRICT COUNCIL
REGULAR MEETING
NOVEMBER 21, 2019**

1. CALL TO ORDER: 5:02

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

James Pozzetta

Michael Spino (Chair)

Tammi Kosack (Alt 1)

Benjamin Morrison

Angela Conway

Michael Harrison

MEMBERS ABSENT:

OTHERS PRESENT

Tammi Bach, City Attorney

Samantha Rogic, Recording Secretary

Salvatore Cumella, Historic Preservation Planner

As part of ex-parte communications Chair Spino disclosed that he spoke to Commissioner Ross about the fence issue downtown and to the owners of 105 S 5th Street who are neighbors of the Blackmores (applicants for HDC 2019-36 & HDCV 2019-03).

Member Kosack disclosed that she also spoke to Commissioner Ross.

2. APPROVAL OF MEETING MINUTES

2.1 October 17, 2019 Regular Meeting

Member Kosack requested an amendment to the minutes. She would like included under item 3.2 HDC case# 2017-03 the discussion about down spouts and the applicant's agreeance to paint them.

ACTION TAKEN: A motion was made by Member Pozzetta, seconded by Member Morrison, to approve the minutes as amended.

Motion passed by unanimous voice vote.

3. OLD BUSINESS

3.1 HDC 2019-09: CMR ISLAND PROPERTIES, LLC, AGENT FOR BEVERLY FREEMAN CREWS, JAMES K. FREEMAN JR., GEORGE T. MORGAN, & ANGELA KAREN MORGAN, 116 N 2ND STREET

Certificate of Approval (COA) to construct four, two-story mixed-use town homes. (*Quasi-Judicial*)

Postponed to December 19, 2019 Regular Meeting

3.2 HDC 2017-03: TIM RICH, AGENT FOR ARTISAN HOMES, N. 2ND STREET

Amendment to previously approved COA to alter roof forms from flat to gabled and alter brick detailing. (*Quasi-Judicial*)

Mr. Cumella presented the Staff Report and recommended denial.

Sara Johanns, 247 Beech Street, stated that they are removing the request for gabled roofs.

ACTION TAKEN: A motion was made by Member Pozzetta, seconded by Member Conway, to continue amendment to HDC case number 2017-03 to the December 19, 2019 regular meeting; AND that the HDC make the following findings of fact and conclusions of law part of the record: That this amendment to HDC case 2017-03, as presented, is not substantially compliant with the Land Development Code, the Community Redevelopment Area Guidelines, and the Secretary of the Interior's Standards to warrant approval at this time.

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

Ms. Johanns returned to the podium to provide an update on the gutters. She explained that the gutters are being redesigned to drain in a different direction so they will likely be changing and will be painted at that time.

3.3 HDC 2019-15: CITY OF FERNANDINA BEACH, 102 CENTRE STREET

Amendment to previously approved Certificate of Approval (COA) for design changes related to the construction of a 4ft aluminum fence with rusticated block columns. (*Quasi-Judicial*)

Mr. Cumella presented the Staff Report and recommended approval.

Chip Ross, 210 N 3rd St, suggested a rider be included in the motion that approval be contingent upon railroad approval.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Pozzetta, to approve amendment to HDC case number 2019-15 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That this amendment to HDC case 2019-15, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

Member Harrison: Nay
Member Conway: Aye
Member Pozzetta: Aye
Member Morrison: Aye
Chair Spino: Aye

Motion passed.

3.4 HDC 2019-20: RICHARD SASSER, AGENT FOR CMR ISLAND PROPERTIES LLC, 22 S 8TH STREET

Amendment to previously approved Certificate of Approval (COA) to add mechanical screening at north and east elevations. (*Quasi-Judicial*)

Mr. Cumella presented the Staff Report and recommended approval.

Mike McCloskey, CMR Island Properties, was present to answer questions from the Board.

David Coalson, 111 S 4th Street, spoke against the proposed amendment.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Pozzetta, to continue HDC case number 2019-20 to the December 19 regular meeting; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-20, as presented, is not substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

3.5 HDC 2019-32: CITY OF FERNANDINA BEACH, AGENT FOR AMELIA ISLAND MUSEUM OF HISTORY, 233 S 3RD STREET

Downtown Historic District Boundary Expansion to include the Nassau County Jail/Amelia Island Museum of History. (*Quasi-Judicial*)

Mr. Cumella presented the Staff Report and recommended approval.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Conway, to approve HDC case number 2019-32.

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

Upon further discussion, there was consensus that the motion should include more information.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Conway, to approve HDC 2019-32 which has already been heard, which covers a building which is already on the national register of historic places, which will form a valuable addition to the Historic District of the City of Fernandina Beach, without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-32, as presented, is substantially compliant with the Comprehensive Plan and the Land Development Code to warrant approval at this time.

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

4. NEW BUSINESS

4.1 HDCV 2019-03: RIVERSIDE HOMES, AGENT FOR HAROLD & ROZELL BLACKMORE, 105 S 5TH STREET

Variance from Land Development Code section 4.05.12(B) Types and Plant Requirements for Buffers. (*Quasi-Judicial*)

Chair Spino explained that HDCV 2019-03 and HDC 2019-36 would be heard together but voted on separately.

Rozell Blackmore, Corner of Cedar and 5th, the applicant, provided information and details specific to the request.

Lou Goldman, 23 S 6th Street, stated that he is opposed to the variance and believes the solution is rezoning the property to R-2.

ACTION TAKEN: A motion was made by Member Conway, seconded by Member Morrison, to approve HDCV case number 2019-03 based on the applicants demonstration that there are a number of unique factors that exist on the property, that this request is the minimum variance needed to provide a parking space on site, and that granting the variance would not harm the character of this district; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDCV case 2019-03, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

Upon further discussion, there was consensus to include the allowance for the relocation of the shed.

Member Conway amended the motion to allow for the applicant to relocate the shed to the south side of the property. Member Morrison seconded the amended motion.

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

4.2 **HDC 2019-36: RIVERSIDE HOMES, AGENT FOR HAROLD & ROZELL BLACKMORE, 105 S 5TH STREET**

Certificate of Approval (COA) to construct a one-story single-family residence. (*Quasi-Judicial*)

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Harrison, to approve HDC case number 2019-36 with the following conditions: 1) that the owner work with Staff to have a window approved that meets the Downtown Historic District Guidelines; 2) that the A/C on exterior be located outside of the 15 ft required buffer; 3) that the geometry of the staircase be reconfigured to be outside of the required 15 ft buffer; 4) that paint colors be approved by Staff; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-36, with conditions, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

4.3 **HDC 2019-37: RICE ARCHITECT, AGENT FOR FIRST PRESBYTERIAN CHURCH OF FERNANDINA BEACH, 515 CENTRE STREET**

Certificate of Approval (COA) to renovate the south and east elevations and add a rooftop terrace with canopy. (*Quasi-Judicial*)

Mr. Cumella presented the Staff Report and recommended either denial or continuation to date certain.

Mark Akins, 961687 Gateway Blvd, agent to the applicant, offered information and details specific to the request.

Randy Rice, 961687 Gateway Blvd, offered additional information and details.

Drenda Vijuk, 29 Salt Marsh Drive, owns the building next door, raised concerns with the roof top deck.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Pozzetta, to continue HDC case number 2019-37 to the January 2020 regular meeting without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-37, as presented, is not substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

4.4

HDC 2019-38: MIRANDA ARCHITECTS, AGENT FOR ST. MICHAEL CATHOLIC CHURCH, 201 N 4TH STREET

Certificate of Approval (COA) to add ADA-compliant parking, ramp; relocate existing rear porch steps; and replace door. (*Quasi-Judicial*)

CM Mayer, 4670 Carlton Dunes Dr, was present to answer questions from the Board.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Morrison, to approve HDC case number 2019-38 with the condition that the applicant provide a plan to landscape the ramp and achieve historical approval for it; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-38, with condition, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

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

4.5

HDC 2019-39: JOEL V. REITZER JR & JUDITH L. REITZER, 1132 WHITE STREET

Certificate of Approval (COA) to construct a one-story single-family residence with accessory structure. (*Quasi-Judicial*)

Ms. Rogic presented the Staff Report and recommended approval.

Joel Reitzer, 1365 Manucy Rd, the applicant, provided information and details specific to the request.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Harrison, to approve HDC case number 2019-39 with the condition that the side porch be relocated to meet the standards of the Land Development Code; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-39, with conditions, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant conceptual approval at this time.

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

4.6

HDC 2019-40: STEVE JOHNSON, AGENT FOR 418 S 6TH STREET LLC, 818 SAN FERNANDO STREET

Certificate of Approval (COA) to construct porches at north and east elevations. (*Quasi-Judicial*)

Steve Johnson, 96091 Estate Drive, agent, provided information and details specific to the proposal.

ACTION TAKEN: A motion was made by Member Morrison, seconded by Member Harrison, to approve HDC case number 2019-40 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2019-40, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.

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

4.7

PRESENTATION: Marvin Windows

Neal Steiner, Coastal Sash & Door

5. STAFF APPROVED CERTIFICATE OF APPROVALS

5.1 October 2019

There were no comments or questions regarding October staff approvals.

6. BOARD BUSINESS

6.1 Consideration of Reappointment: Mike Spino

Member Harrison motioned to reappoint Mike Spino, seconded by Member Morrison. There being no objections. Motion passed.

6.2 Amelia Waterfront Park update

7. STAFF REPORT

7.1 Approved Window List

The Board agreed to schedule a window workshop.

7.2 Master Fee Schedule

7.3 Side-Yard Corridors in Old Town

Mr. Cumella presented the recommended change to the Land Development Code.

ACTION TAKEN: A motion was made by Member Conway, seconded by Member Morrison, to strike the language recommended by Staff from the Land Development Code.

Upon further discussion, it was consensus among the Board to make no change until the time when the guidelines are rewritten by grant funding.

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

7.4 Material Salvage

7.5 Streetscape Context Requirement

7.6 Building Official Bulletins

8. PUBLIC COMMENT

No members of the public wished to speak.

9. ADJOURNMENT – 9:22 PM



Samantha Rogic, Recording Secretary



Michael Spino, Chair



**MINUTES
HISTORIC DISTRICT COUNCIL
REGULAR MEETING
FEBRUARY 18, 2020**

1. CALL TO ORDER: 3:35 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

James Pozzetta
Michael Spino (Chair)
Michael Harrison

Benjamin Morrison
Angela Conway
Tammi Kosack (Alt 1)

MEMBERS ABSENT:

OTHERS PRESENT:

Sal Cumella, Historic Preservation Planner
Samantha Rogic, Recording Secretary

2. APPROVAL OF MEETING MINUTES

There were no minutes presented for approval.

3. OLD BUSINESS

4. NEW BUSINESS

4.1 Dangerous Building Update – 314 N 5th Street

Mr. Cumella presented the item.

Steven Beckman, Building Official for the City of Fernandina Beach, provided an update. The owner has indicated intent to turn the structure back into a single-family home. No application for building permit has been submitted.

4.2 2020 properties of Concern

Using a slide show presentation, Mr. Cumella spoke to each of the 6 properties on the list of concern. Michelle Forstrom, Code Enforcement Director for the City of Fernandina Beach, spoke to the open code case and condition of the Thompson House.

4.3 Possible Historic District Boundary Expansion

There was consensus among the Board to further discuss the possible expansion of the Historic District Boundary to include the Tringali Family Property, the Pineland Bank, and FB Public School No.1.

4.4 Contributing Structures List

Mr. Cumella presented the current list of contributing structures.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Pozzetta, to approve the Contributing Structures List as presented.

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

4.5 Proposed LDC Changes Related to Side-yard View Corridors in Old Town, and the Designation of Contributing Structures

Mr. Cumella spoke to the proposed changes.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Conway, to approve the change related to the Designation of Contributing Structures.

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

Member Harrison submitted a letter into the record related to the Side-yard View Corridors in Old Town.

There was consensus among the Board to further discuss the Side-yard View Corridors at a later date.

4.6 Historic Rehabilitation Tax Credit – Proposed amendments to Chapter 74 Article V of the Code of Ordinances

Mr. Cumella presented the item.

ACTION TAKEN: A motion was made by Member Harrison, seconded by Member Morrison, to approve the amendments to Chapter 74 Article V as presented.

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

4.7 Administrative Procedures

Mr. Cumella presented the proposed changes.

There was consensus to continue the item to the March meeting to allow for corrections to the document.

4.8 Fernandina Beach City Hall

Fernandina Beach City Hall History in Photos

5. BOARD BUSINESS

6. STAFF REPORT

7. PUBLIC COMMENT

No members of the public wished to speak.

8. ADJOURNMENT: 4:45PM

Samantha Rogic, Recording Secretary

Michael Spino, Chair

Historic District Council Workshop: *Old Town*



March 27, 2019

5:00 PM

City Hall Commission Chambers
204 Ash Street

Bill Tilson

Professor Emeritus, University of Florida School of Architecture

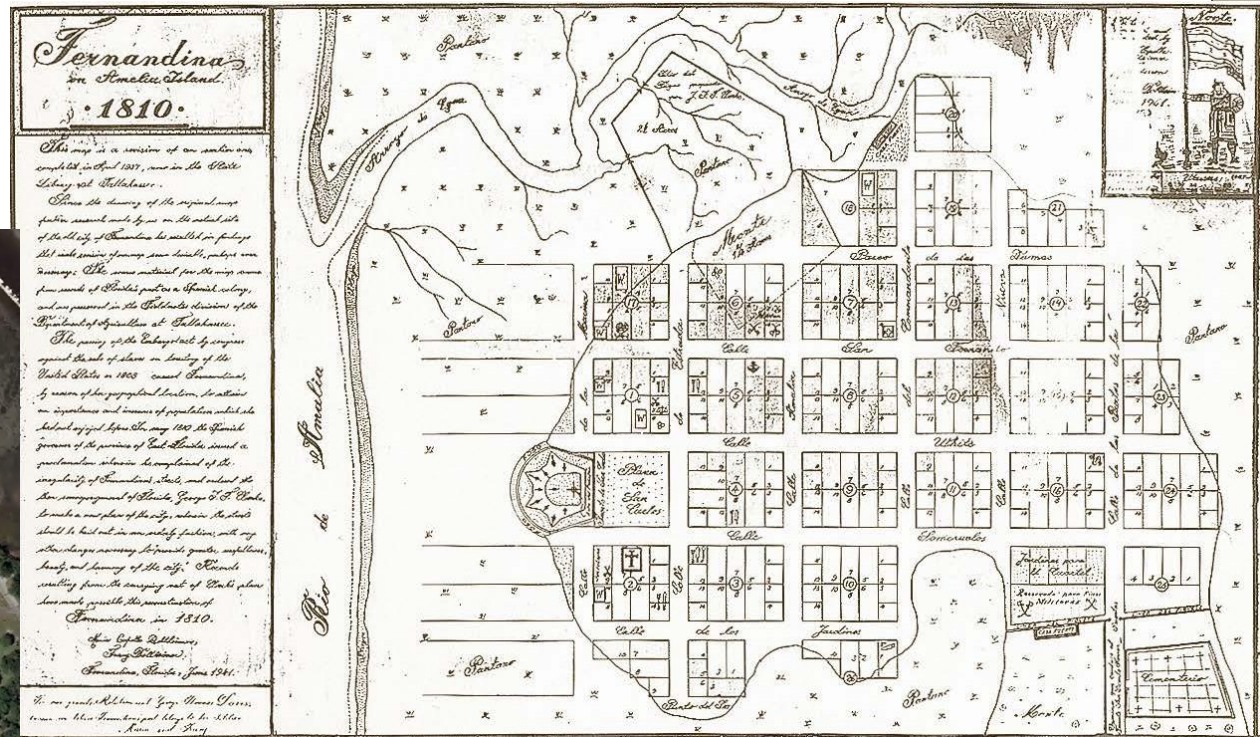
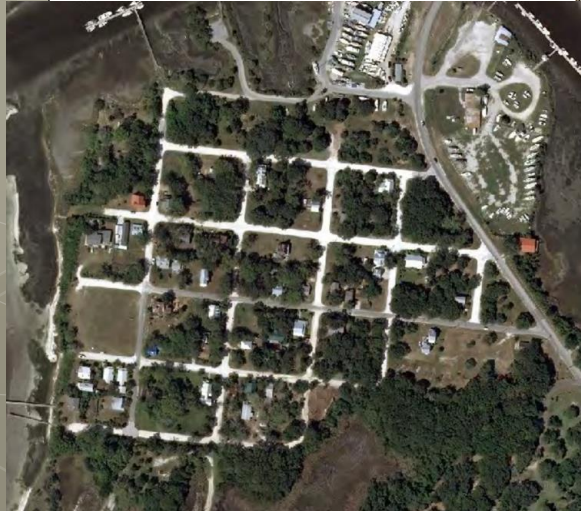


Tonight's discussion will focus on 3 areas:

- The Old Town Guidelines for which we believe there is general consensus.
- The Old Town Guidelines for which there is some consensus.
- Guidelines for which there is contention and need for discussion.

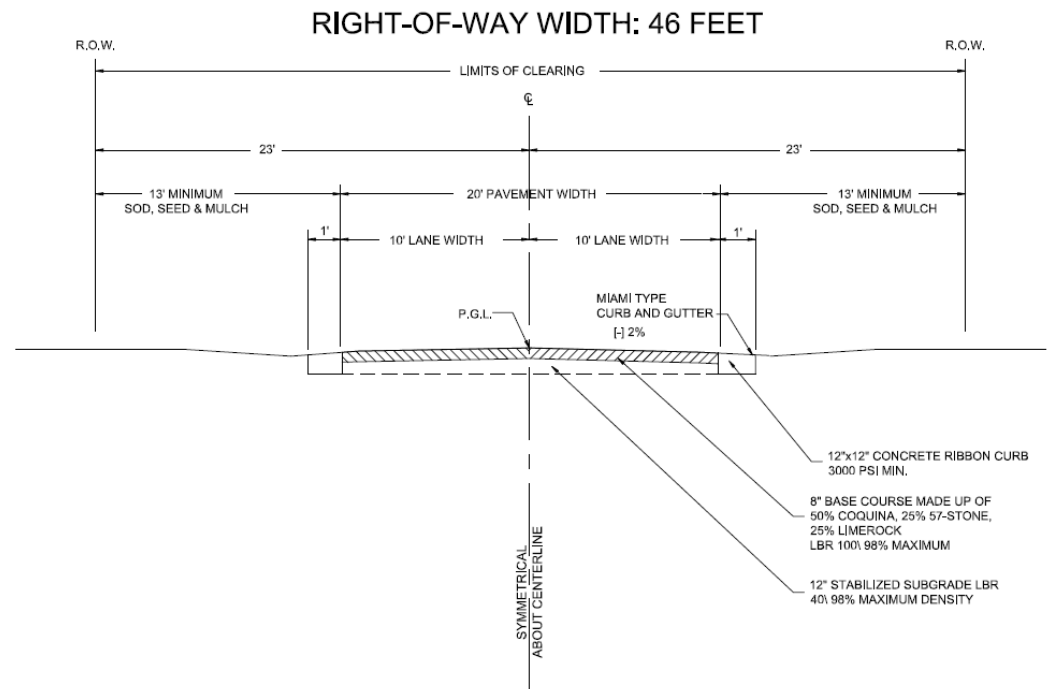
General Consensus

1. The unique nature of Old Town.
2. The importance of site and protecting the grid pattern in Old Town including blocks, constant width streets and right of ways and peonia and media peonia.



General Consensus

3. The street system of crushed shell and ribbon curbs.



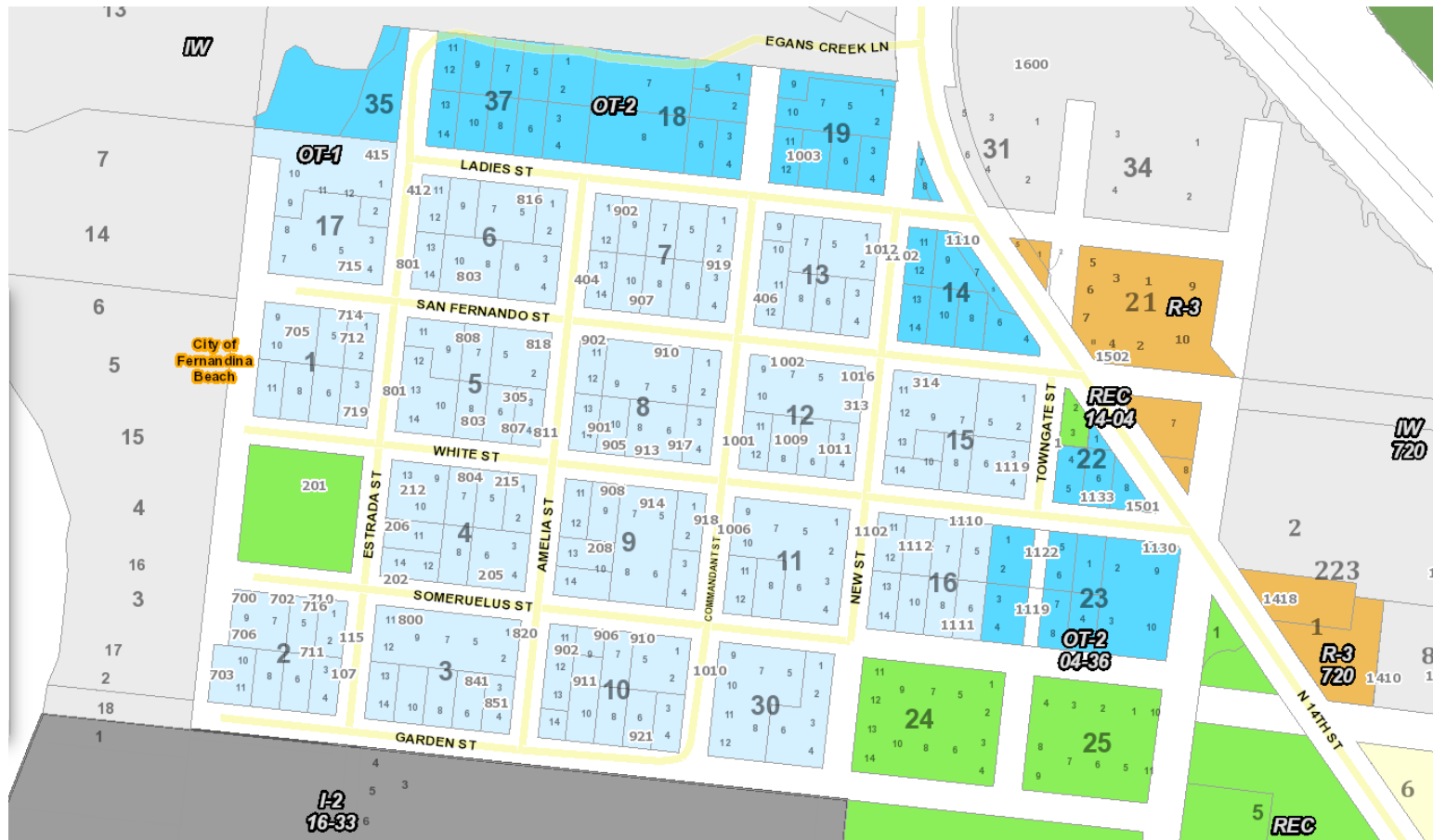
LOCAL ROAD - 2 LANE OLD TOWN TYPICAL SECTION

ROADWAY STANDARD DETAILS CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	5 OF 11

General Consensus

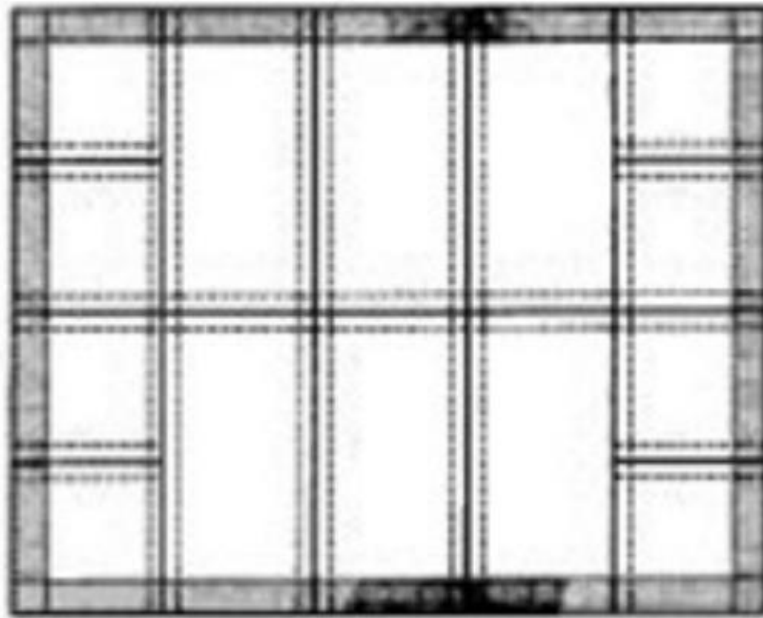
- The OT-1 and OT-2 zoning under the LDC allows single family residential and limited commercial.



5. Accessory dwellings are permissible but limited to 500 sq. ft.

LDC 8.01.01.02 (I). *Garages and outbuildings that house more permanent types of occupancy, such as an accessory dwelling, shall not exceed 500 square feet in area, per level, shall not exceed 24 feet in height, shall not contain a kitchen or kitchenette, and shall not be rented out. The area of all other out buildings is limited to 350 square feet and shall not exceed 16 feet in height.*

6. Off street parking is required for residential and commercial properties.
7. The 5 foot setback on all street edges and the importance of massing of buildings and lot visibility corridors.



Frontage corridors.

8. Trees, fences and landscaping are important elements in defining private spaces and connecting outdoor spaces.
9. Construction of buildings and landscape require careful attention to scale and detail.
10. Lot coverage limited to 45%.
11. Window and door openings should be proportionate and share similar size, spacing and shape.

12. Building height limited to 35 ft.

13. Building elements are primary buildings and out buildings or accessory structures that should be ancillary in size.

Some Consensus

1. There is no recommended building style though design and materials should be harmonious and good quality.

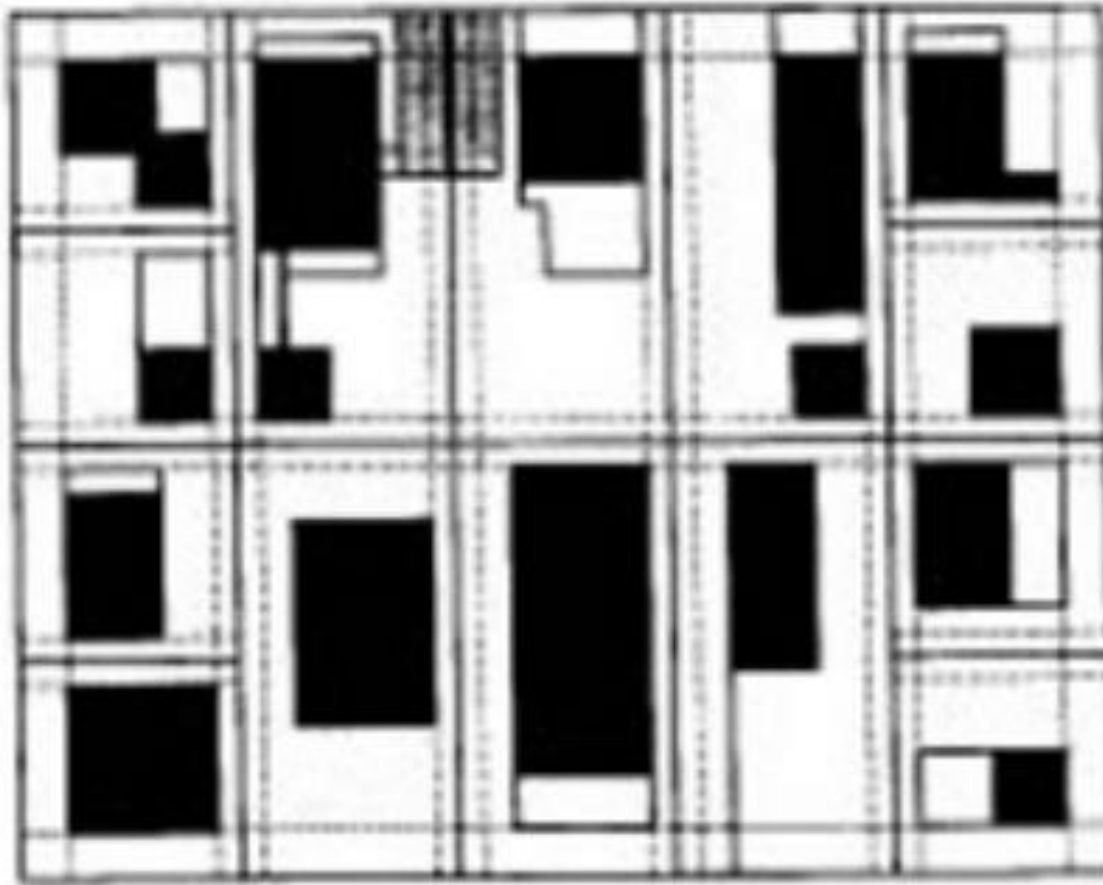


Some Consensus

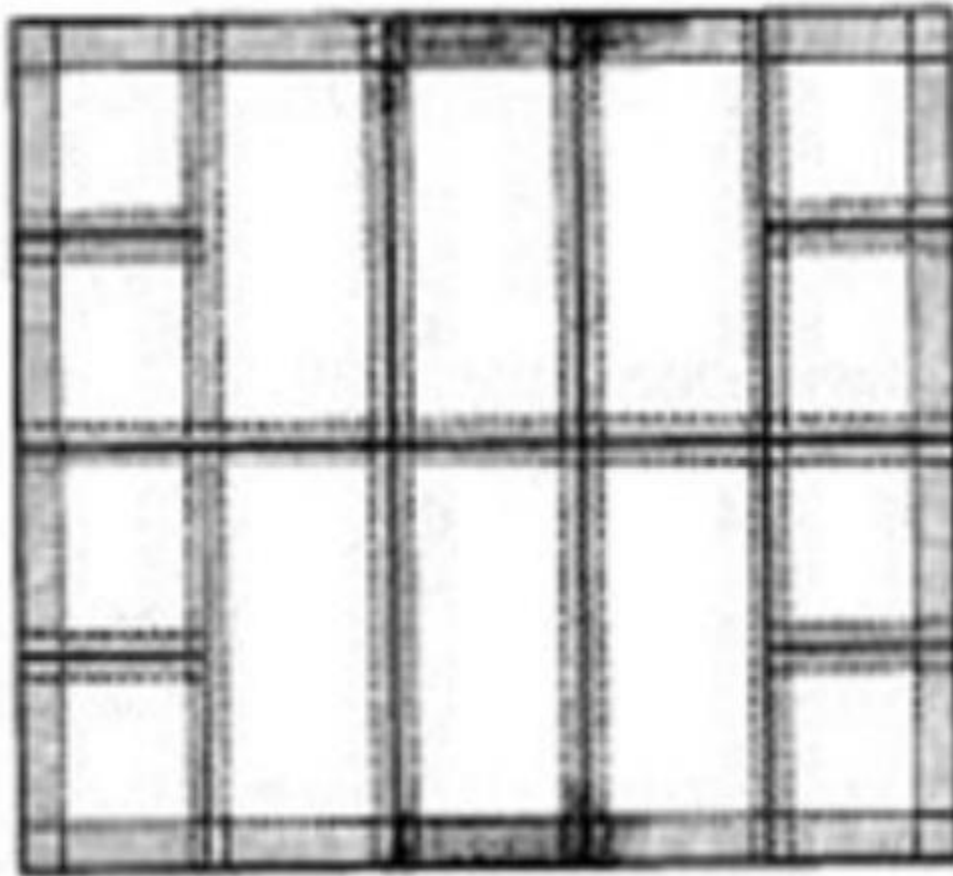
3. Driveways should not be located side by side without some visual separation.
4. New construction should be on piers or continuous foundation.



1. The demarcation of media peonia lines in new construction i.e. mid-lot corridors.

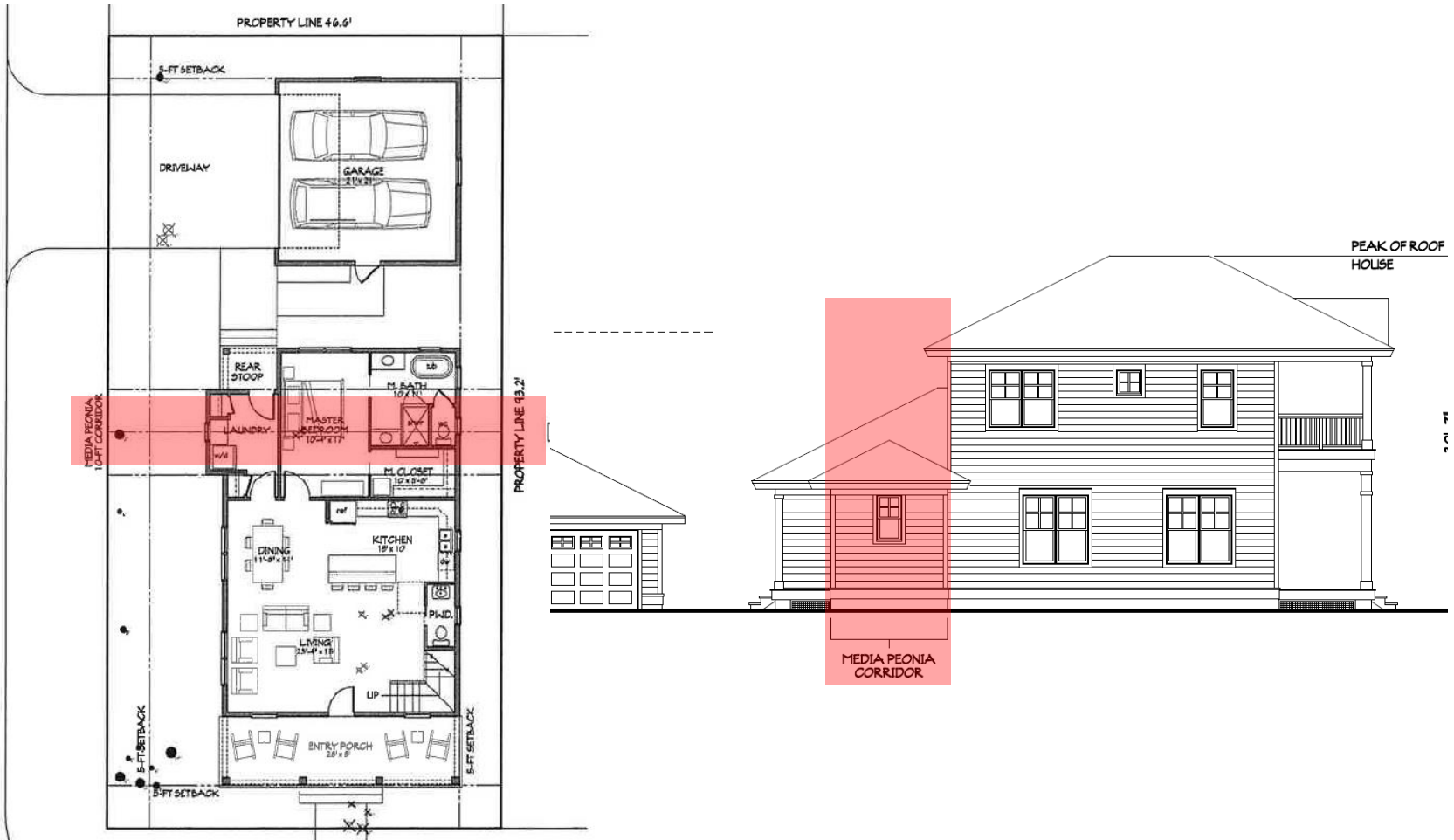


1. The demarcation of media peonia lines in new construction i.e. mid-lot corridors.



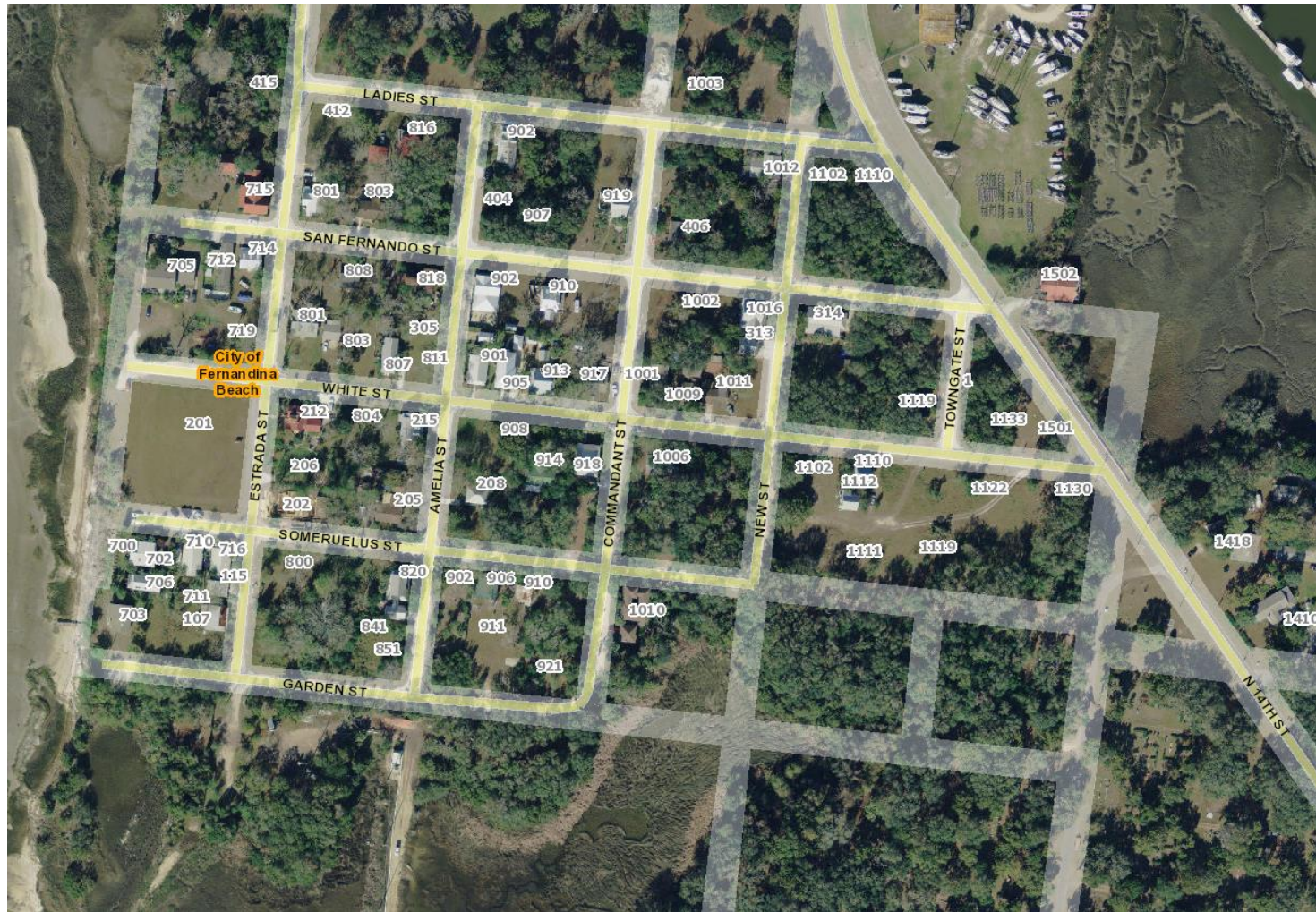
ITEMS FOR DISCUSSION

1. The demarcation of media peonia lines in new construction i.e. mid-lot corridors.



2. The ability to rent accessory structures.

3. The future of unimproved rights of way.



- **City of Fernandina Beach Website** www.fbfl.us
- **COFB Department of Planning & Conservation**
 - Historic Preservation – Sal Cumella
Scumella@fbfl.city (904) 310-3483
 - Arborist/Urban Forrester – Dave Holley
Dholley@fbfl.city (904)310-3484
- **COFB Code Enforcement** - (904) 310-3440
- **COFB Police** (non-emergency)- (904) 277-7342
- **Animal Control** - (904) 321-1647
- **Advanced Disposal** - (904) 261-7186



Historic District Council Special Meeting

June 5, 2019
Commission Chambers
City Hall
5PM



Agenda

- Workshop Format
 - No formal action will be taken
 - Proposed changes will appear on a future HDC agenda for formal consideration
- Any proposed LDC changes will appear before the City Commission Oct/Nov 2019
- Staff will present recommendation, followed by board discussion w/public comment



Agenda

TOPICS

- Discussion of Unsafe Structures and Emergency Demolition Procedures
- Discussion of Other LDC Changes
 - Chapter 6 Vacant Building Standards
- Discussion of Issues Affecting Old Town
- Recommendation of Appointment of HDC Alternate #2 Seat



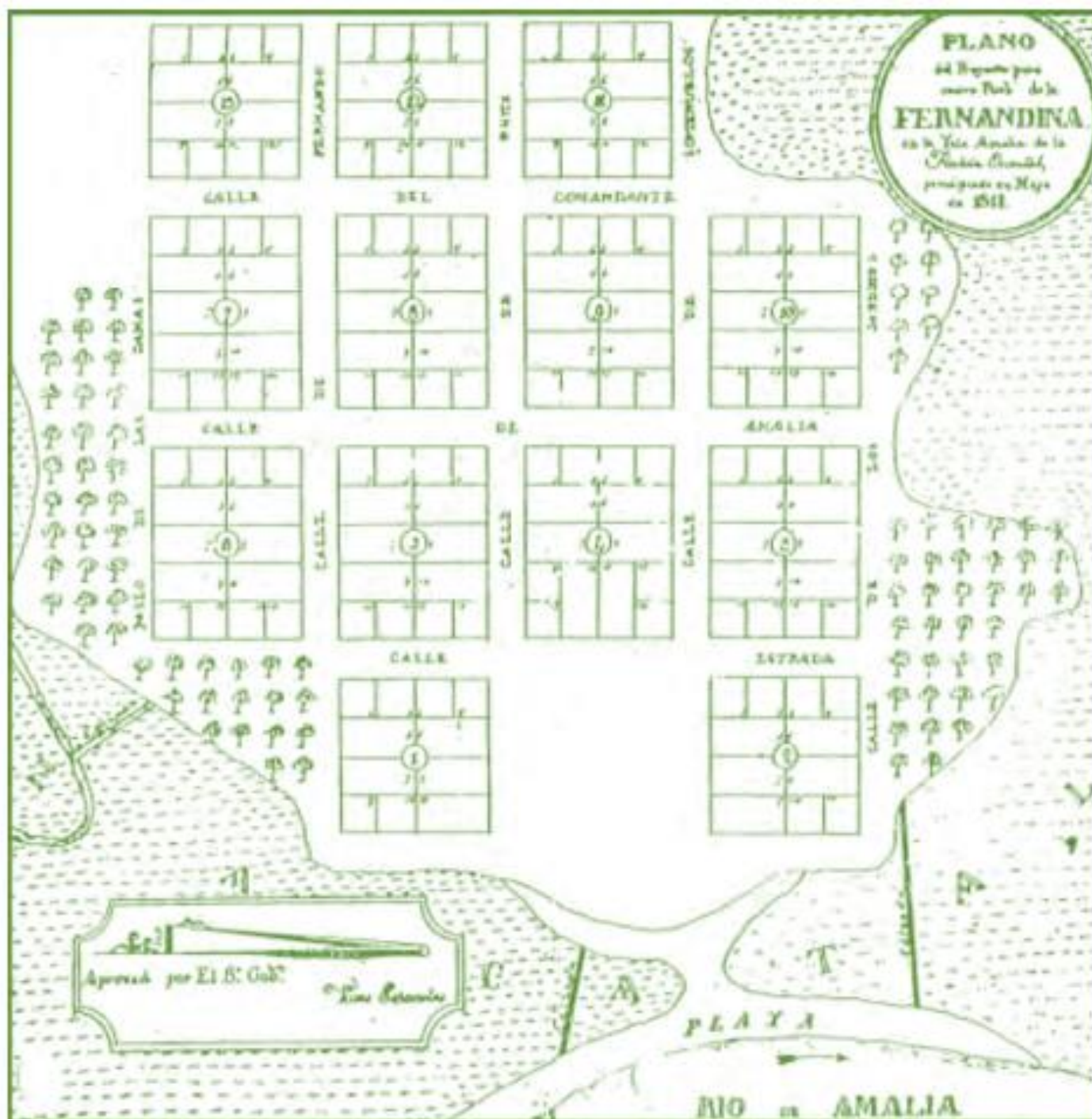
- What is an “Unsafe Structure” and how is it determined?
- Municipal Code of Ordinances
Ch. 22 ARTICLE II. - TECHNICAL
CODES Sec. 22-26. - Adoption of
codes by reference.
 - **(8) Standard Unsafe Building
Abatement Code, 1985 edition.**



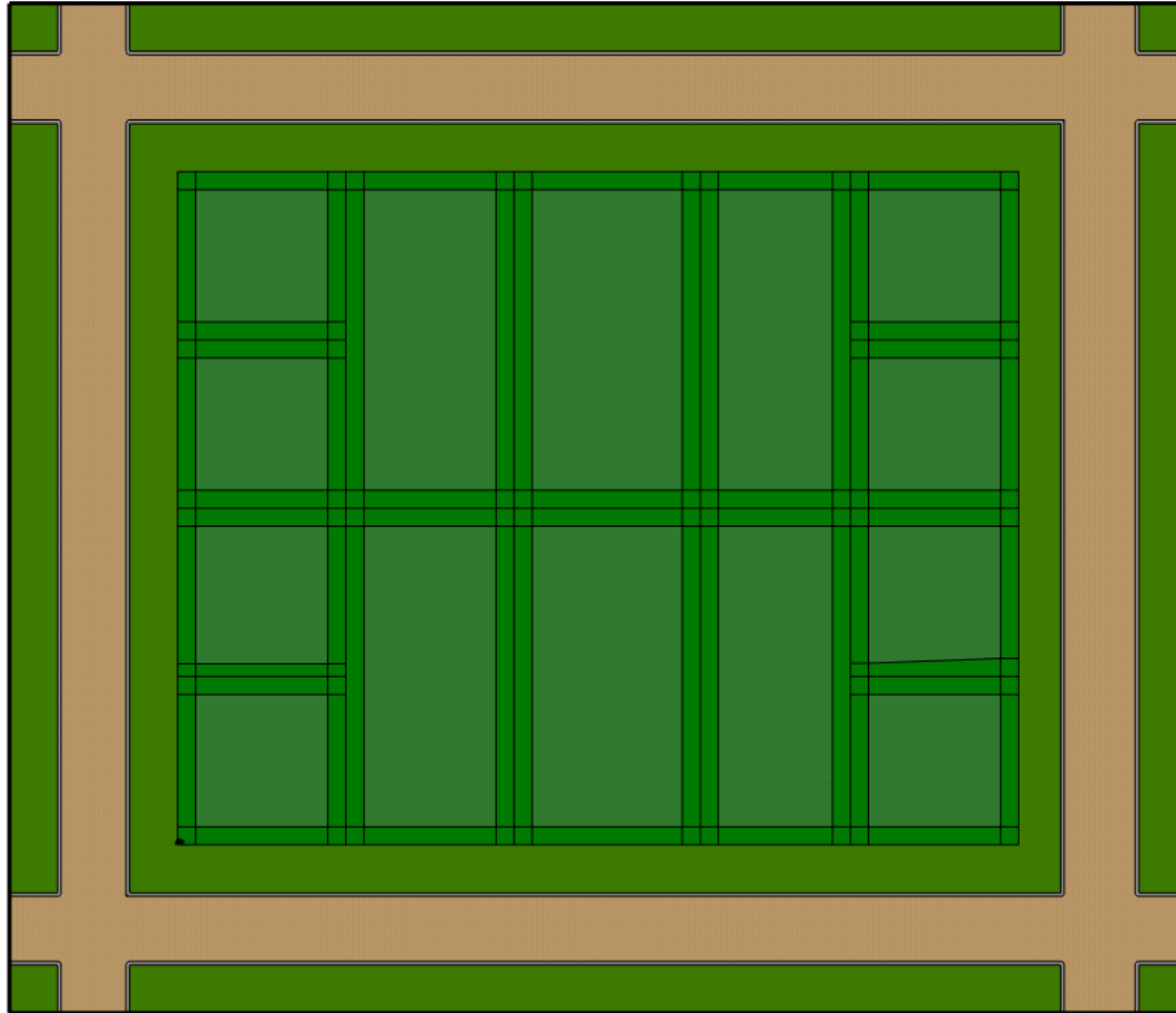
Old Town Discussion Items

- Foundation design
- Visibility Triangle at intersections (15' triangle) LDC 7.01.08
- Review of stop signs, speed limits, etc.
- Rental of ADU's (30+ days)
- Roadway improvement standards
- Visibility Corridors (mid-lot, side-yard)
- Height of Accessory Structure

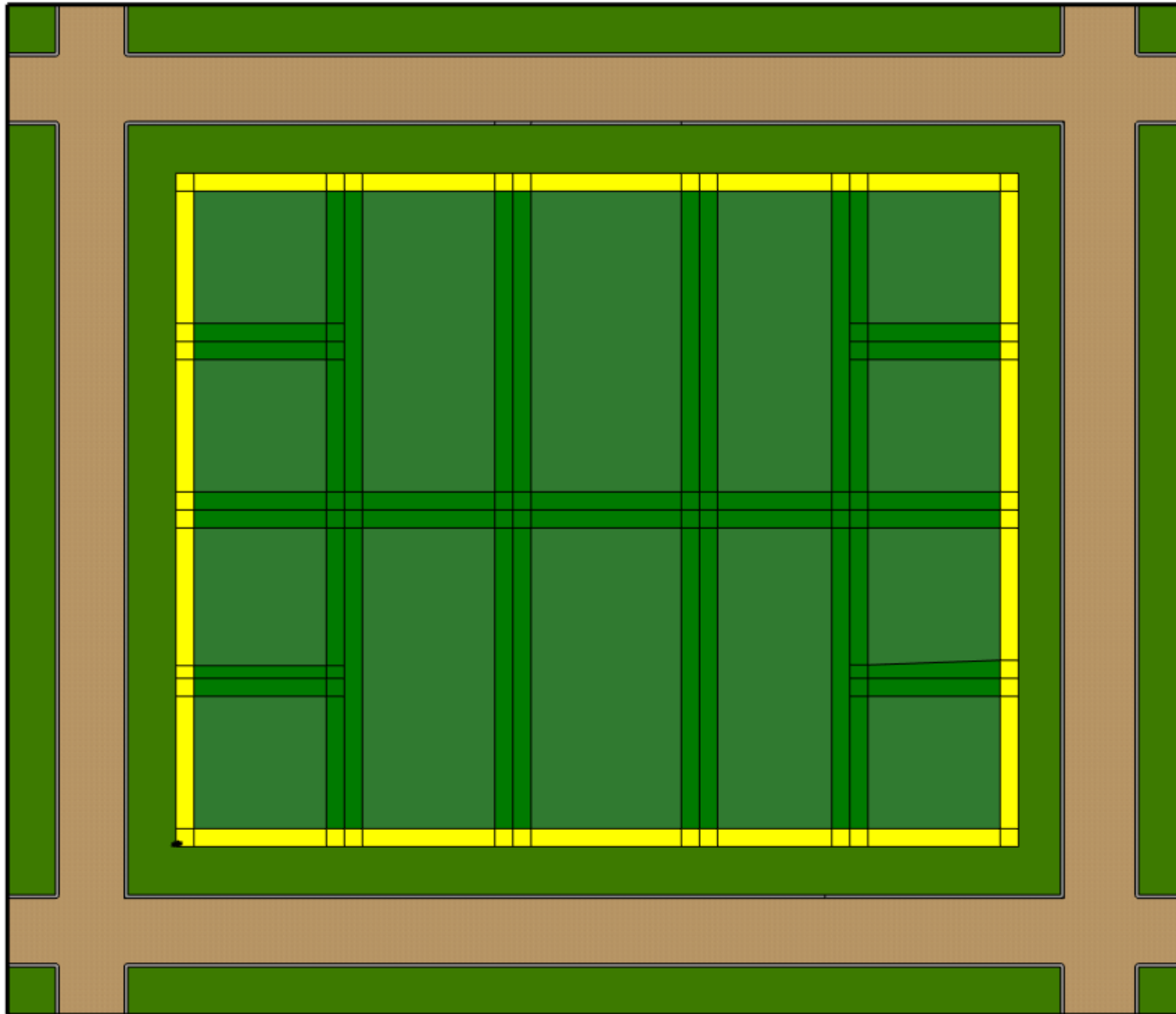




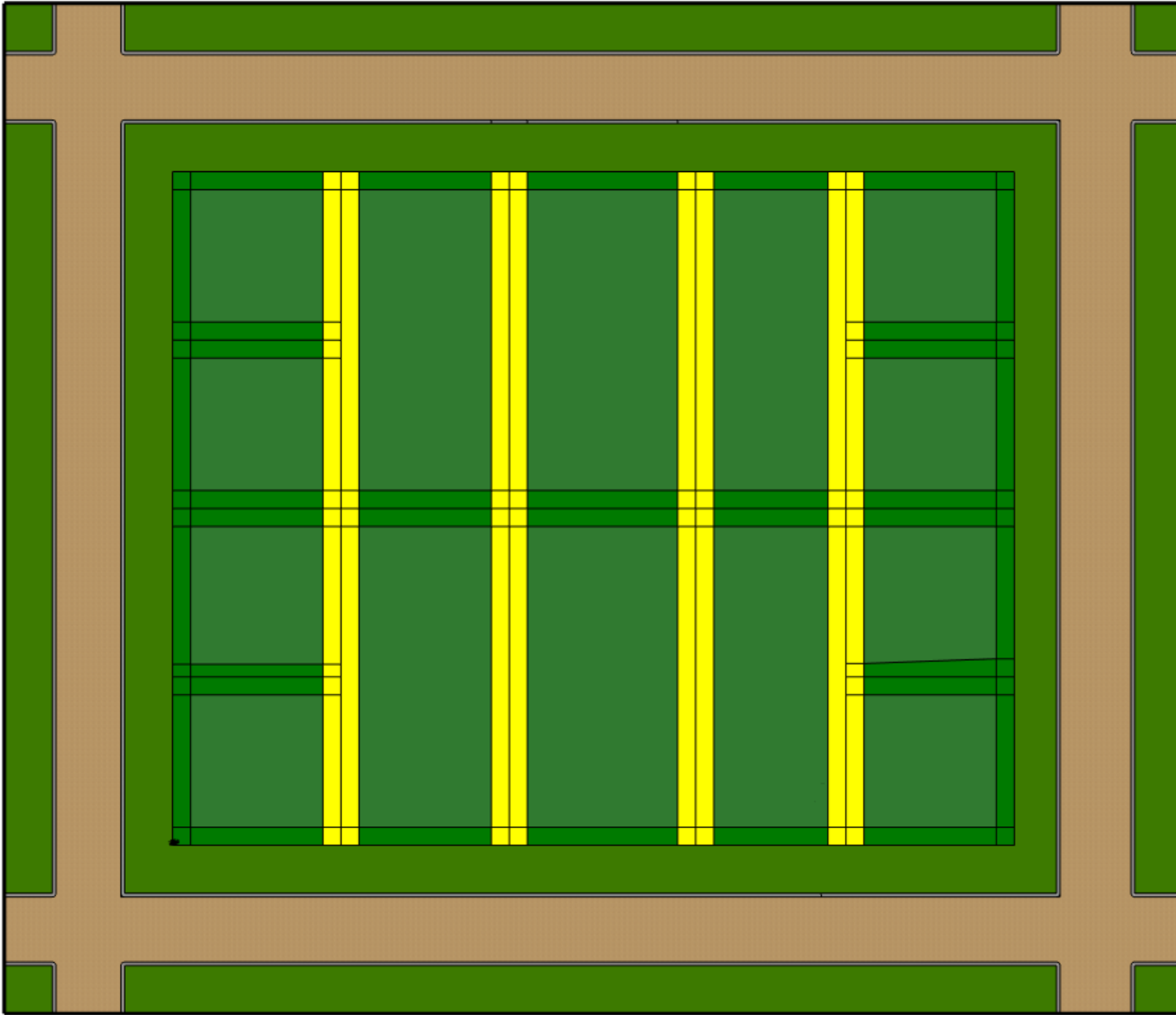
Old Town Fernandina View Corridors



Visibility Corridors

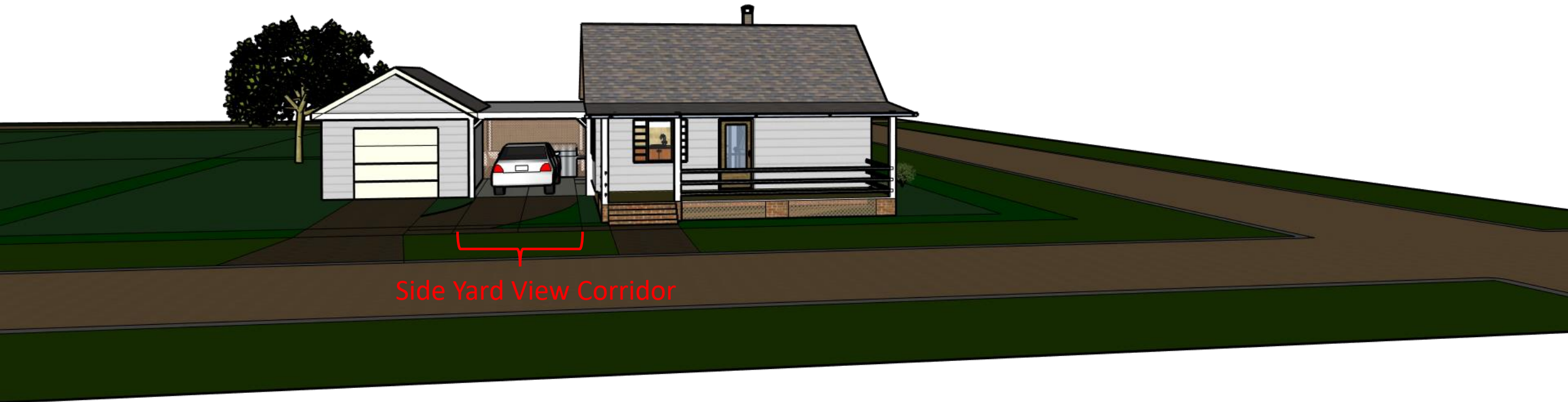


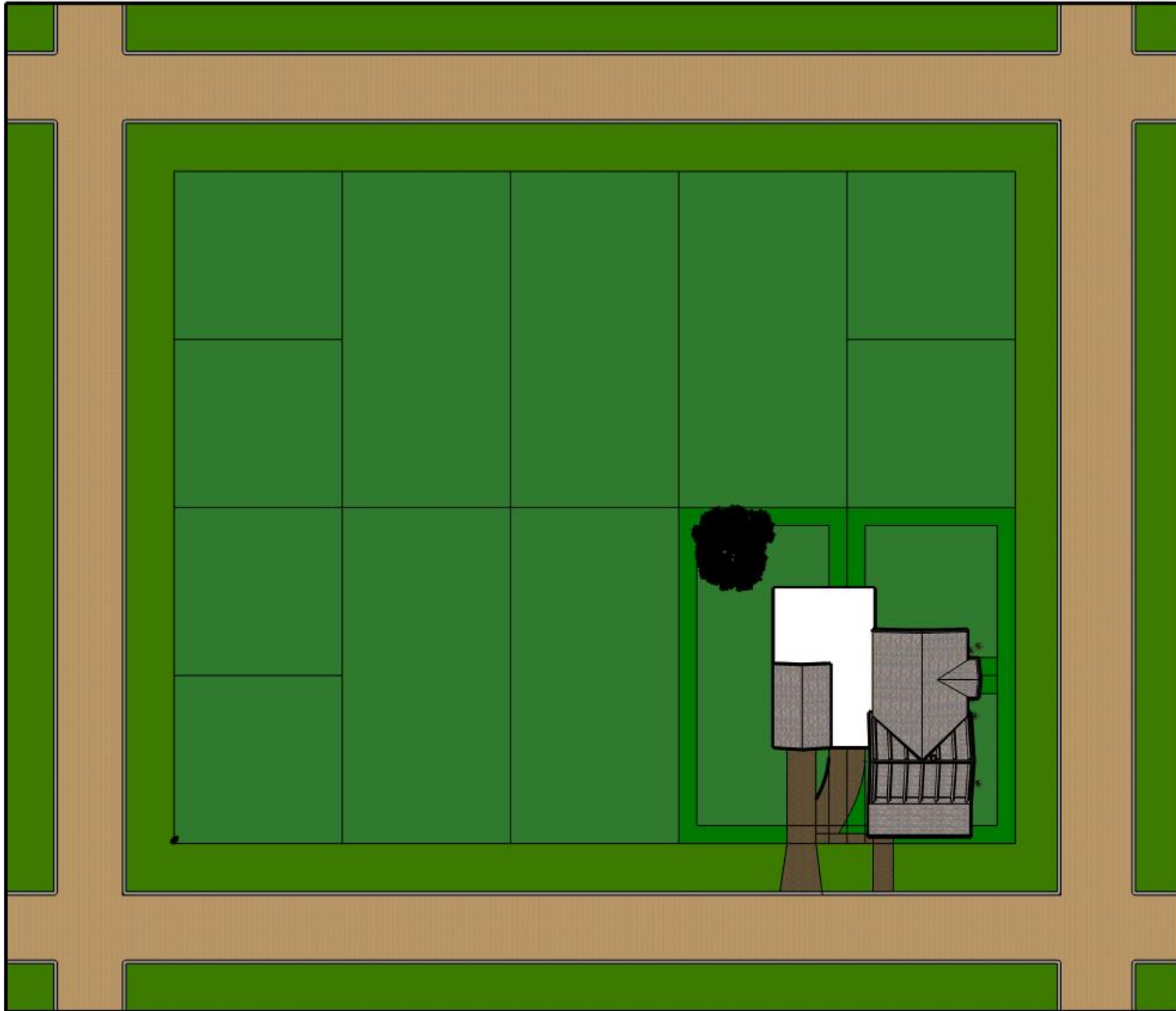
**Frontage
Corridors**



**Side Yard
Corridors**

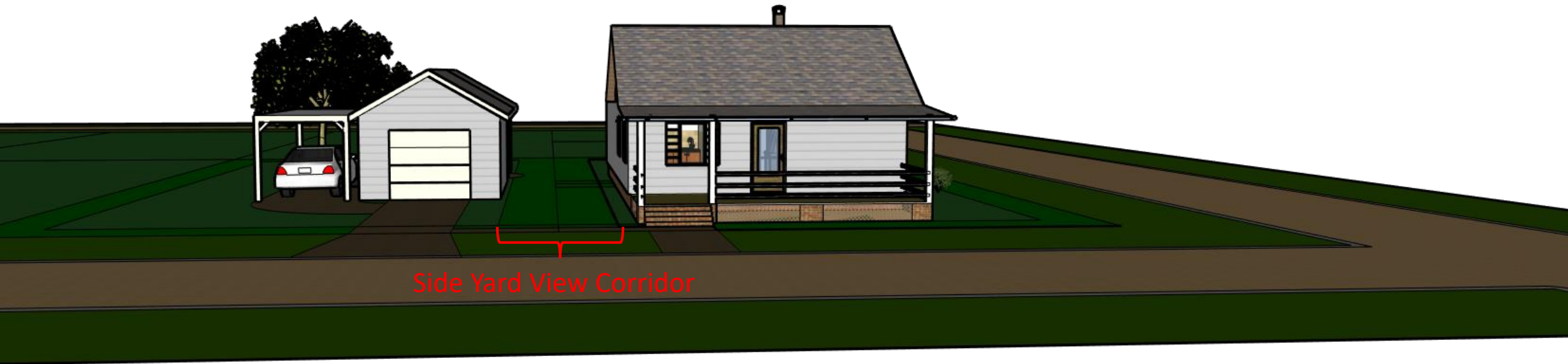
Example Allowing Full Side Yard Encroachment

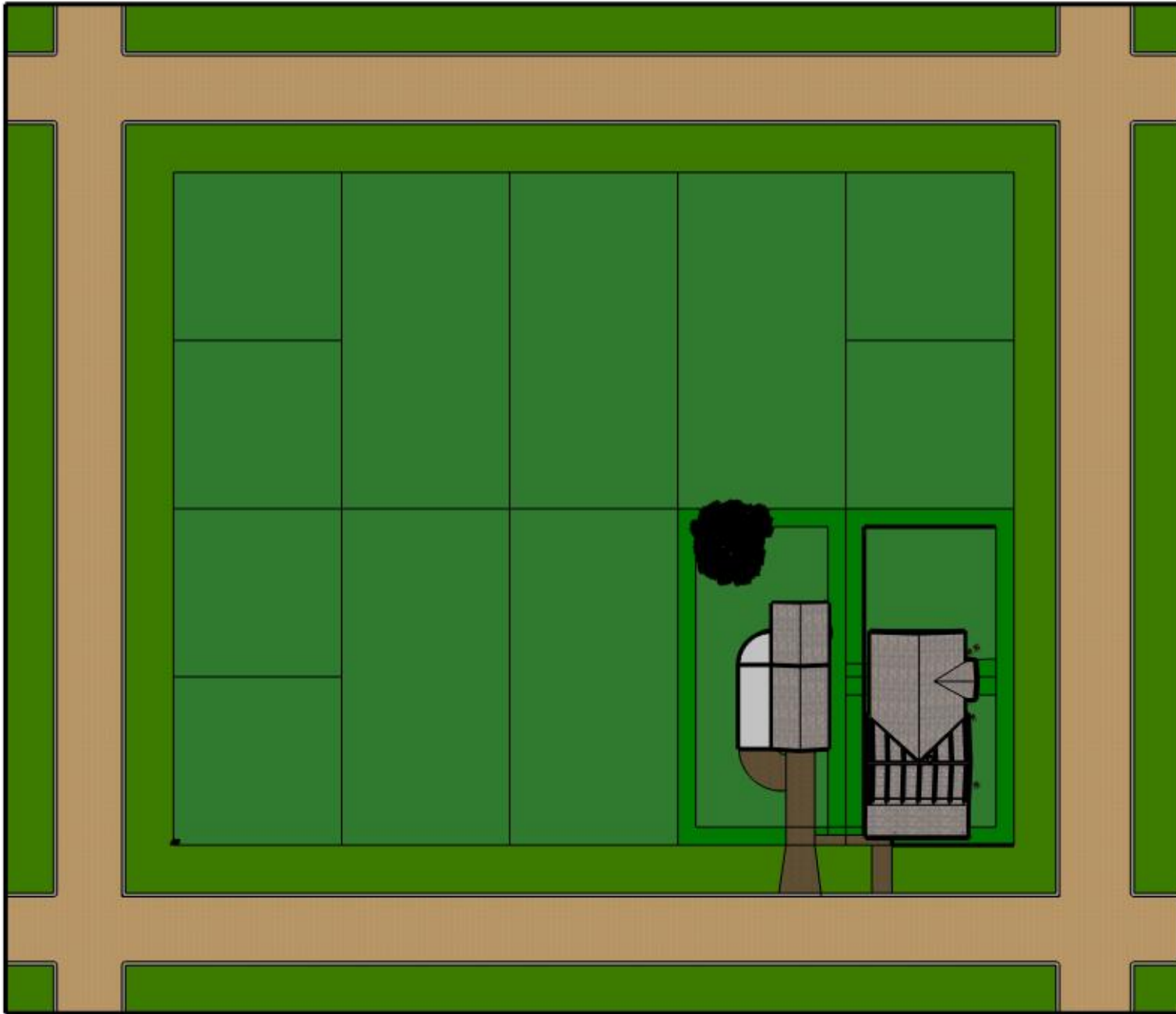




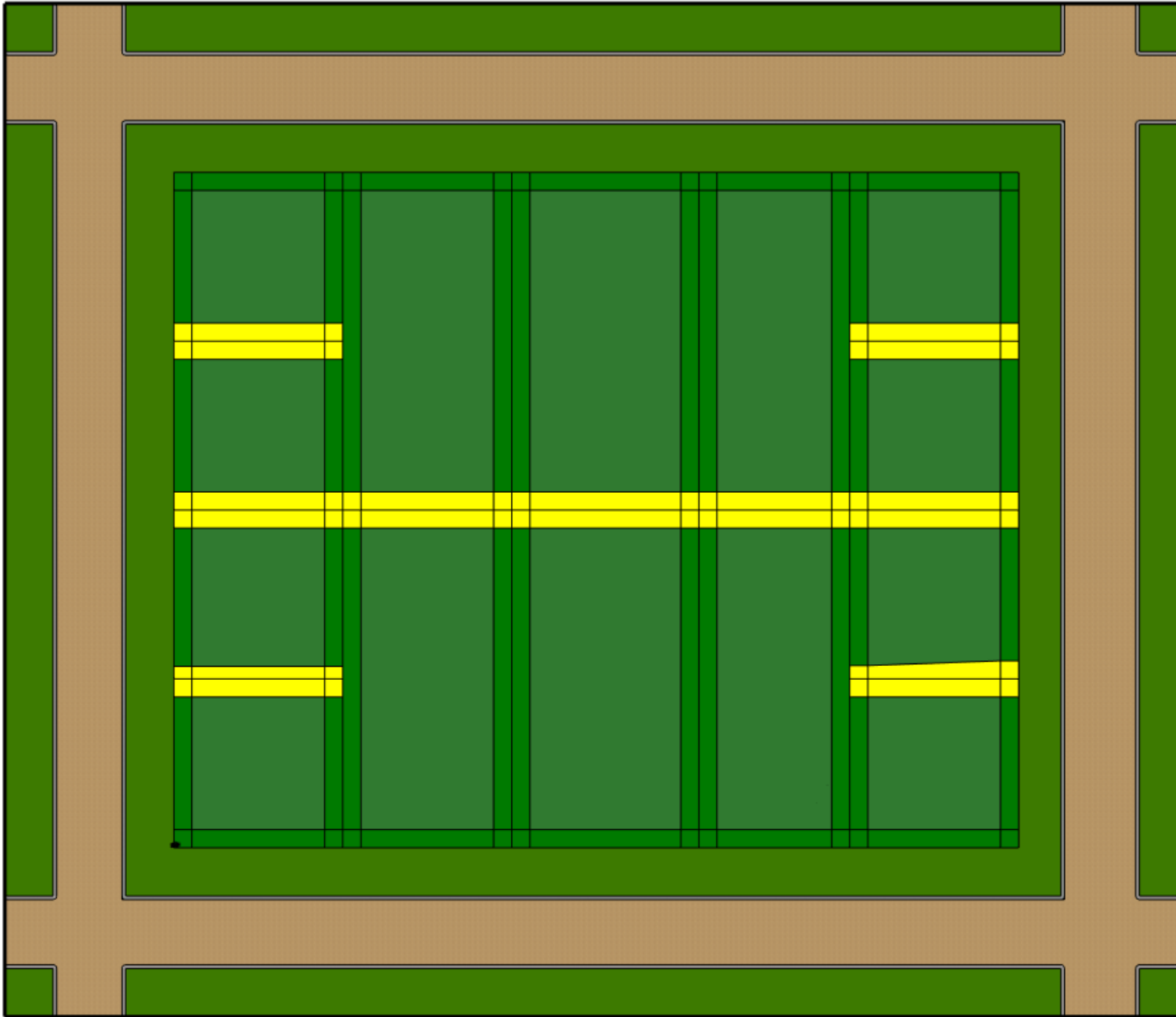
**Example Allowing
Full Side Yard
Encroachment**

Example Not Allowing Full Side Yard Encroachment





**Example Not
Allowing Full Side
Yard
Encroachment**



**Mid Lot
Corridors**

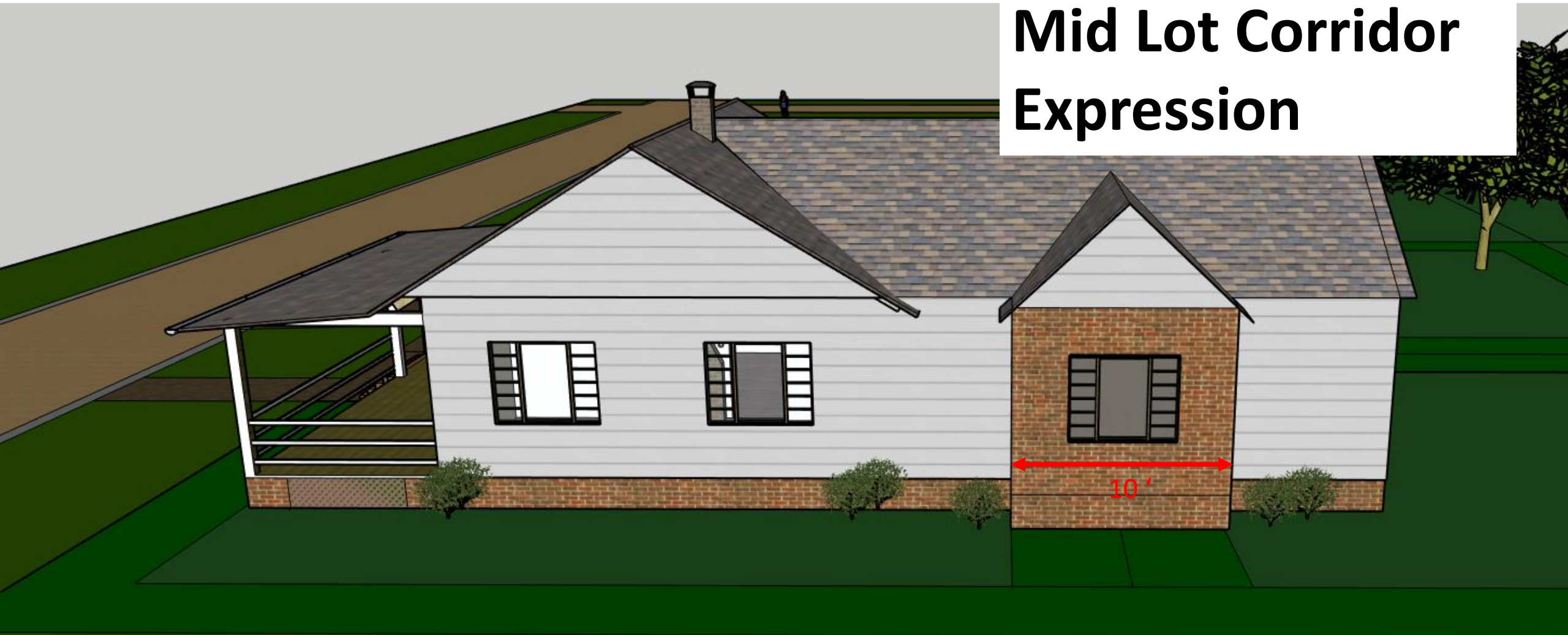
Example Showing Mid Lot Corridor Expression



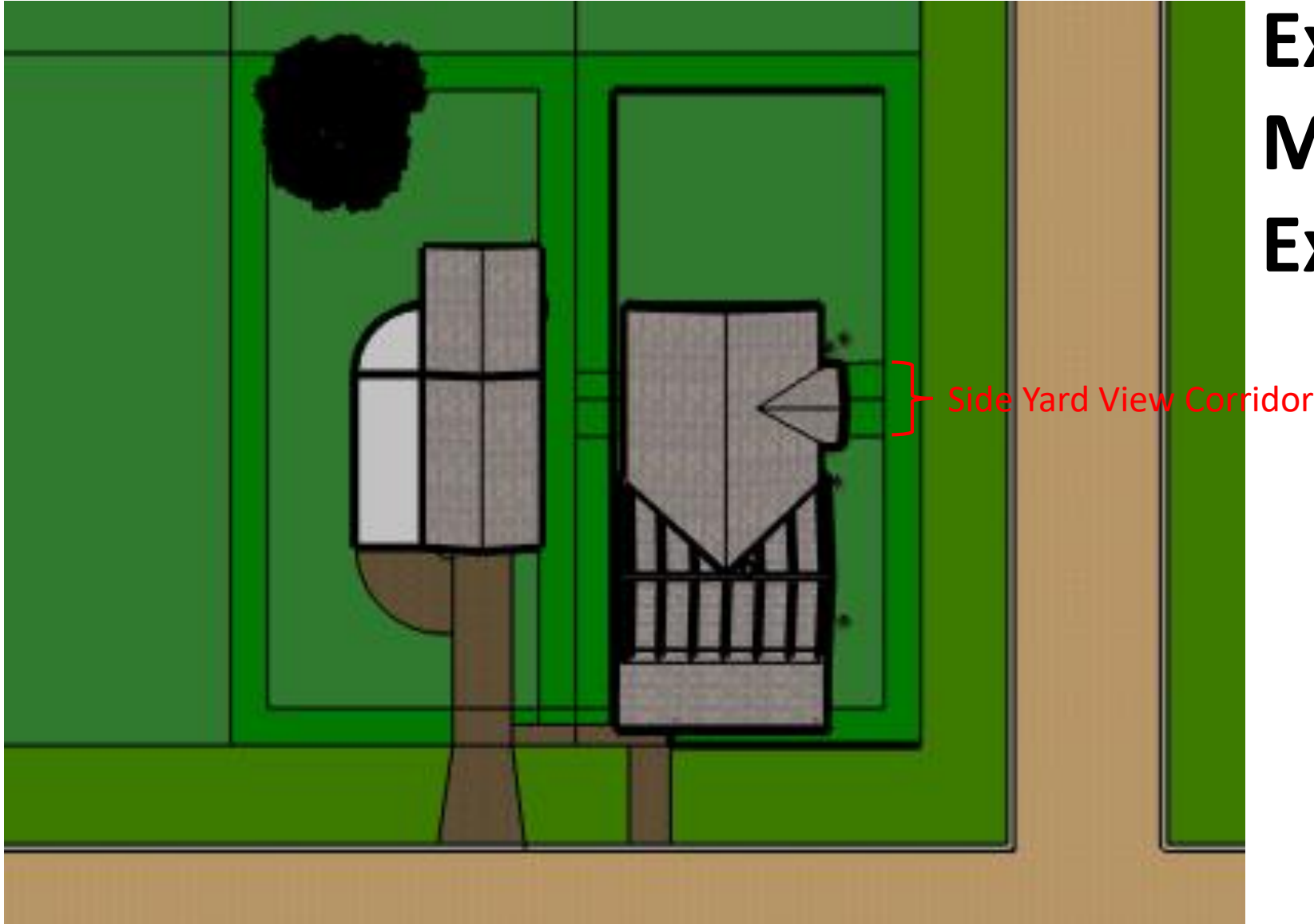
Example Showing Mid Lot Corridor Expression



Example Showing Mid Lot Corridor Expression



Example Showing Mid Lot Corridor Expression





**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 11, 2020**

1. CALL TO ORDER – 5:01PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

*Mark Bennett
Richard Clark (Chair)
Jenny Schaffer (Alt 1)
Peter Stevenson*

*Victoria Robas (Alt 2)
Greg Roland (arrived at 5:46PM)
Genece Minshew (Vice-Chair)*

MEMBERS ABSENT: None

OTHERS PRESENT

*Kelly Gibson, Planning Director
Salvatore Cumella, Historic Preservation Planner*

2. APPROVAL OF MEETING MINUTES

2.1 February 12, 2020 Regular Meeting

ACTION TAKEN: A motion was made by voice vote, to approve the minutes as presented.

Motion passed by unanimous voice vote.

3. PLEDGE OF ALLEGIANCE

4. OLD BUSINESS

4.1 **LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2019-07)**
CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY STANDARDS FOR HEIGHT ENCROACHMENTS WITHIN SECTIONS 1.07.00 ADDING OR AMENDING CERTAIN DEFINITIONS, AMENDING SECTION 4.02.03 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT AND AMENDING LDC SECTION 10.02.01(D) VARIANCES.

Motion made by member Bennet to approve as amended at meeting.
2nd by member Stevenson.

Approved unanimously by voice vote.

5. NEW BUSINESS

5.1 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-03)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 9.02.02 MEMBERSHIP AND TERMS OF OFFICE FOR THE PLANNING ADVISORY BOARD.

Motion made by member Minshew to approve as presented with modifications related to removing the word “shall” and explicitly stating that kitchenettes would be permissible in accessory dwelling units in Old Town.

2nd by member Stevenson

Approved unanimously by voice vote

5.2 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-04)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO CREATE SECTION 8.01.01.01(F) TO ADD A REQUIREMENT FOR ROOFTOP MECHANICAL SCREENING IN THE DOWNTOWN HISTORIC DISTRICT, CRA, AND OLD TOWN TO DELETE SECTION 8.01.01.02(H) RELATING TO TOWERS IN OLD TOWN, TO MODIFY SECTION 8.01.01.02(J) TO ALLOW KITCHENETTES IN ACCESSORY DWELLING UNITS WITHIN OLD TOWN, TO DELETE SECTION 8.01.02(E)10, AS IT RELATES TO THE DENSITY BONUS INCENTIVE, WHICH WAS ELIMINATED IN 2018, TO DELETE SECTION 8.01.03(E), AS IT RELATES TO THE NOW SUNSETTED “SIDE STREET BUSINESS SIGNAGE” PROGRAM, TO CREATE A NEW SECTION 8.01.03(E) RESERVED FOR “DOWNTOWN WAYFINDING SIGNAGE,” TO MODIFY SECTION 8.03.03(C) TO SET AFTER THE FACT FEES BASED ON THE ANNUALLY ADOPTED MASTER FEE SCHEDULE, TO CREATE SECTION 8.03.03.01(F) TO CREATE A DEMOLITION DELAY PERIOD, TO MODIFY SECTION 8.03.04(B) TO CLARIFY EMERGENCY DEMOLITION PROCEDURES, TO MODIFY SECTION 8.03.03(A)(1) TO ESTABLISH AN OFFICIAL INVENTORY OF RESOURCES LIST THAT DESIGNATES CONTRIBUTING STRUCTURE STATUS, AND TO MODIFY SECTION 5.01.10 TO ADD STANDARDS FOR FENCING DESIGN/INSTALLATION.

Motion made by member Minshew to approve as presented with modifications.

2nd by member Stevenson

Approved by unanimous voice vote.

5.3 LAND DEVELOPMENT CODE TEXT AMENDMENTS (PAB CASE# 2020-02)

CITY OF FERNANDINA BEACH, FLORIDA REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY SECTION 8.03.09 APPEALS IN HISTORIC DISTRICT.

Motion made by member Bennet to postpone until April Meeting

2nd by member Roland

Approved by unanimous voice vote

6. BOARD BUSINESS

- 6.1 Annual Ethics in Local Government Seminar:** Required Training for Board Members held Wednesday, April 1, from 12:30 p.m. to 4:30 p.m., and Thursday, April 2, from 8:00 a.m. to noon. Please mark calendars and plan to attend one of the two sessions.

7. STAFF REPORT

DRAFT

7.1 UPDATES: Provide Planning and Conservation Department Goals Exhibit, Action Plan, and Boards/Development Tracker (updates provided by email on March 6, 2020 for discussion at meeting.)

8. PUBLIC COMMENT – NONE

9. ADJOURNMENT – 7:31PM

Salvatore Cumella, Recording Secretary

Richard Clark, Chair

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, June 16, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) TO CREATE SECTION 8.01.01.01(F) TO ADD A REQUIREMENT FOR ROOFTOP MECHANICAL SCREENING IN THE DOWNTOWN HISTORIC DISTRICT, CRA, AND OLD TOWN; TO DELETE SECTION 8.01.01.02(H) RELATING TO TOWERS IN OLD TOWN; TO MODIFY SECTION 8.01.01.02(J) TO ALLOW KITCHENETTES IN ACCESSORY DWELLING UNITS WITHIN OLD TOWN; TO DELETE SECTION 8.01.02(E)10 AS IT RELATES TO THE DENSITY BONUS INCENTIVE WHICH WAS ELIMINATED IN 2018; TO DELETE SECTION 8.01.03(E) AS IT RELATES TO THE NOW SUNSETTED "SIDE STREET BUSINESS SIGNAGE" PROGRAM; TO CREATE A NEW SECTION 8.01.03(E) RESERVED FOR "DOWNTOWN WAYFINDING SIGNAGE;" TO MODIFY SECTION 8.03.03(C) TO SET AFTER THE FACT FEES BASED ON THE ANNUALLY ADOPTED MASTER FEE SCHEDULE; TO CREATE SECTION 8.03.03.01(F) TO CREATE A DEMOLITION DELAY PERIOD; TO MODIFY SECTION 8.03.04(B) TO CLARIFY EMERGENCY DEMOLITION PROCEDURES; TO MODIFY SECTION 8.03.03(A)(1) TO ESTABLISH AN OFFICIAL INVENTORY OF RESOURCES LIST THAT DESIGNATES CONTRIBUTING STRUCTURE STATUS; TO MODIFY SECTION 5.01.10 TO ADD STANDARDS FOR FENCING DESIGN/INSTALLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the June 3, 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: Ordinance 2020-19
Fee Schedule Amendment - Sanitation

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2020-19 at Second Reading.

SYNOPSIS: With the development of the annual City budget, all departments are required to evaluate the fees charged for each of our services. The City sets the fees based on the cost to provide the services and facility rentals.

The City's franchise agreement with Advanced Disposal states that the rates will be adjusted annually using the Consumer Price Index (CPI) for All Urban Consumers – Water, Sewer and Trash Collections Services. Such CPI change will be computed each year after the completion of the month of April and will be implemented and effective with July billings. This increase should take effect on July 1, 2020 (see attached agreement, Section 9). The CPI increase based on April 2019 - April 2020 is 2.95%.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on May 19, 2020.

FISCAL IMPACT: See above summary.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2020-19 at Second Reading.

Dale L. Martin, City Manager	6/4/2020
Pauline Testagrose, Comptroller	6/4/2020
Tammi E. Bach, City Attorney	6/5/2020
Katie Newton, Legal Assistant	6/9/2020

Date: May 21, 2020

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2020-19

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR SANITATION FOR FY 2019/2020; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, each year fees are reviewed and revised to ensure that the cost of providing services is fully covered by an appropriate user fee; and

WHEREAS, according to the current Advanced Disposal Franchise Agreement, fees for Sanitation must be adjusted based on the Consumer Price Index (CPI) – Water, Sewer and Trash Collections Services. Such CPI change will be computed each year after the completion of the month of April and will be implemented and effective with July billings.

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

SECTION 1. The City Commission hereby approves the amended Fee Schedule, attached hereto as Exhibit “A,” for Sanitation for Fiscal Year 2019/2020.

SECTION 2. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall take effect on July 1, 2020.

ENACTED this 16th day of June, 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

Ordinance 2020-19
Exhibit "A"

SANITATION:

City of Fernandina Beach							
Effective July 1, 2020							
Monthly Commercial Sanitation Rate Schedule ⁽¹⁾							
Service Description	1 pulls per week	2 pulls per week	3 pulls per week	4 pulls per week	5 pull per week	6 pulls per week	7 pulls per week
Toters	17.11 17.61	34.22 35.22	51.33 52.83	68.44 70.44	85.55 88.05	102.66 105.66	119.77 123.27
2 Yard Dumpsters	51.80 53.33	103.60 106.66	155.40 159.99	207.20 213.32	259.00 266.65	310.80 319.98	362.60 373.31
4 Yard Dumpsters	103.57 106.63	207.14 213.26	310.71 319.89	414.28 426.52	517.85 533.15	621.42 639.78	724.99 746.41
6 Yard Dumpsters	155.37 159.95	310.74 319.90	466.11 479.85	621.48 639.80	776.85 799.75	932.22 959.70	1087.59 1,119.65
8 Yard Dumpsters	207.15 213.26	414.30 426.52	621.45 639.78	828.60 853.04	1035.75 1,066.30	1242.90 1,279.56	1450.05 1,492.82
Extra Pulls	Per Toter	2 Yard Dumpster	4 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster		
Fee	3.99 4.11	11.69 12.03	23.38 24.07	35.07 36.10	46.76 48.14		
Larger Dumpsters Available				Prices Upon Request			
Permanent Roll-Off Service Rate				\$281.71 \$290.02 per pull plus disposal charges			
Compactor Service Rate				\$304.49 \$313.47 per pull plus disposal charges			
Monthly Residential Sanitation Rate Schedule ⁽¹⁾							
Service Description	Price includes 2 pulls per week, recycle, and yard waste						
1 Toter	21.59 22.23						
2 Toter	43.18 44.46						
1 Toter with Roll Out/In Service	35.61 36.66						
2 Toters with Roll Out/In Service	71.22 73.32						
Excess Charges	-						
Appliances and White Goods per item	15.95 16.42						

⁽¹⁾ The refuse contract between the City and Advanced Disposal allows for an annual increase.

ORDINANCE 2018-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REPEALING ORDINANCE 2012-12 EFFECTIVE JANUARY 14, 2019; PROVIDING A NEW EXCLUSIVE 5-YEAR FRANCHISE TO ADVANCED DISPOSAL SERVICES STATELINE, LLC, ("ADVANCED DISPOSAL") A DELAWARE LIMITED LIABILITY COMPANY EFFECTIVE JANUARY 15, 2019 FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE, AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS AND YARD WASTE WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; PUBLIC NOTICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; BILLING FOR SERVICES; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; MISCELLANEOUS SECTION; REPEAL OF SECTIONS IN CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal services; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain control over the use of public rights-of-way by refuse collection to assure against interference with the

public convenience, to promote aesthetic considerations, and to protect the public investments in right-of-way property; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to utilize quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Fernandina Beach finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Fernandina Beach are promoted; and

WHEREAS, the City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 17-06, and the evaluation committee recommended Advanced Disposal; and

WHEREAS, the City Commission authorized negotiations with Advanced Disposal for a franchise agreement via Resolution 2018-06; and

WHEREAS, the current contract expires June 30, 2018, and it is in the best interests of the City and Advanced Disposal to extend the current franchise to January 14, 2019, to allow Advanced Disposal to procure the additional equipment to meet the requirements of the new contract and franchise; and

WHEREAS, the City of Fernandina Beach finds it is in the best interests of the City to repeal Ordinance 2012-12 as of January 14, 2019, and to grant a new solid waste franchise for 5 years beginning January 15, 2019; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021, and Chapter 403, Part IV, Florida Statutes.

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

SECTION 1. DEFINITIONS.

“Anniversary Date” shall mean the date that is one year after the Effective Date of this Franchise Ordinance.

“Authorized Hours for Collection” shall mean the hours that the Grantee is authorized to collect all types of solid waste and recyclables at customer locations within the City’s city limits. The authorized hours for collection are between the hours of 6:00 am and 8:00 pm for residential collection inclusive, unless otherwise authorized by the City for a specific duration. The authorized hours for collection for commercial collection is 3:00 am and 8:00 pm inclusive, unless otherwise authorized by the City for a specific duration. Special consideration will be given for certain commercial establishments that neighbor residential properties.

“Bulky Waste” shall mean large discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, refrigerators, stoves, e-waste, and other household type appliances, abandoned and improperly placed dumps of the same. The Grantee shall have the right to charge for extra bulky waste pickup (items greater than 3 cubic yards)

"Cart" shall mean: (i) a ninety-five gallon container on wheels with attached lids, serviced by rear load collection vehicles with a hydraulic tipper that mechanically assists the helper to empty the container, provided by the Grantee for garbage/trash collection or service at residential and small commercial account locations; (ii) a 65-gallon container on wheels with attached lids serviced by collection vehicles with a hydraulic operated side-arm (or tipper) that mechanically collects and empties the container, provided by the Grantee for recyclables collection or service at residential and small commercial account locations; (iii) all carts shall have imprinted on each on each of the main body a City logo with City name, as approved by the City, and a serial number imprinted on another side of the main body; (iv) cart type/specifications shall be state of the art in the industry in durability and wall thickness, practicality, customer safety and ease of use, wash-ability, mobility, stability to wind load, resistant to opening and toppling by animals, resistant to rain leakage when closed, having lid handles; (v) selection of cart manufacturer and type/specifications and markings are subject to City approval prior to purchase by the Grantee; (vi) the cost of purchasing providing, maintaining, and replacing of all carts to customer account locations shall be the responsibility of the Grantee at no additional cost to the City and shall be a part of the collection and disposal costs in the Grantee unit price rates; (vii) all carts with the City logo(s) with City name shall automatically become the property of the City, at no additional cost to the City, on termination of the franchise contract and the Grantee inventory shall be transported to the City location identified by the City at no additional cost to the City; (viii) Grantee shall collect garbage/trash and recycling materials from carts using collection vehicles having hydraulic side-arm (or tipper) that mechanically collects and empties carts.

"Change in Law" means (i) the adoption, ~~promulgation,~~ or modification after the date of this Franchise of any substantially increased federal, state or local fees or taxes, law, regulation, order, statute, ordinance or rule that was not adopted, promulgated or modified on or before the date of this Franchise, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Franchise, which in the case of either (i) or (ii) establishes requirements affecting the Grantee's operation under this Franchise in a substantial manner so as to make the performance of the requirements of this Franchise more burdensome than before the change of said law. Any change in federal, state, county or other tax law or workers compensation law shall not be considered a change in law pursuant to this definition. ~~However, in the event that a federal, state or local entity imposes a substantial fee, charge or tax after the date of this Franchise that applies to Grantee's operations, such fee, charge or tax may be treated as a Change in Law.~~

"CITY" shall mean the City of Fernandina Beach, Nassau County, Florida, a municipal corporation and its government and the City Manager, and/or his authorized or designated representative(s); and may also be referred to as GRANTOR or FRANCHISOR.

"Commercial" or "Commercial Establishment" shall mean any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial establishments utilize Commercial container units such Grantee provided dumpsters or customer provided Containers that are mechanically emptied by other than cart collection vehicles. These consist of, but are not limited

to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.

“Commercial Collection and Disposal Services” shall mean garbage and trash collection and disposal service for Commercial establishments utilizing containers other than those described as carts for collection of garbage/trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by other than cart collection vehicles. The Grantee shall provide the following collection and disposal services to each customer location – garbage/trash, recycling (at customer option), bulky waste and yard waste. Commercial establishments in this service category shall use, but are not limited to, any of the following for the accumulation of garbage/trash: (i) refuse containers as defined in this contract and as modified in the future; (ii) containers emptied by mechanical means; (iii) dumpster containers, provided by the Grantee, at the Grantee’s expense (and at no additional cost to the City or account holder) in two, four, six, eight cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots) Provision, collection, disposal, and servicing are provided in the price per pull; (iv) roll—off containers, provided by the Grantee, at the Grantee’s expense (and at no additional cost to the City or account holder), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the City, when permanent-use roll-off service is approved by the City, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are proved in the price per pull; (v) Commercial cardboard containers for business provided by the Grantee, at the Grantee’s expense (and at no additional cost to the City or account holder) and placed in various locations around the City. Currently, there are twenty-six yard cardboard recycle dumpsters throughout the City; (vi) Grantee provided containers and collection for temporary-use dumpster and/or roll-off service. This will be an optional service for customers provided at the same price as the permanent-use roll-off service. Provision, collection, disposal, and servicing are provided in the price per pull; (vii) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion/direction of the City; (viii) Grantee provided solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull; (ix) Work shall be done in a sanitary manner. The Grantee’s employees shall immediately pick up any garbage or trash spilled or on the ground in the area.

“Commercial Trash” shall mean any and all accumulations of such combustibles as paper, rags, wood, yard trimmings, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial Trash shall include all trash placed in public receptacles, on public streets, in parks and playground, and in other public places. Commercial trash includes bulky items or piles greater than 3 cubic yards.

“Company” shall refer to Advanced Disposal Services Stateline, LLC, (“Advanced Disposal”) and may also be referred to as the GRANTEE or FRANCHISEE.

"Construction and Demolition Debris" shall mean discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

"Commission" shall mean the City Commission of the City of Fernandina Beach, Florida.

"Curbside Collection Point" shall be that area on or adjacent to the driveway within five feet of, and in no case more than ten feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to City review. For disabled and/or elderly customers properly acknowledged, this shall mean the side door or other designated collection point. The Grantee is responsible to appropriately identify, subject to City review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The Grantee shall provide side door pickup at no additional cost to the City. This is also referred to as roll-out, roll-back service.

"Designated Recovery Facility" shall mean the recycling/processing center(s) specifically agreed upon by the Grantee and the City for the recovery of recyclable materials.

"Disaster debris" shall mean any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and man-made material.

"Franchise" shall mean this Franchise Agreement "Effective Date" shall mean January 15, 2019.

"Excluded Waste" shall mean any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by City representatives; public works type construction projects whether performed by a governmental unit or by contract; contractor generated large amounts of vegetation debris which is more than the customer could reasonably do independently; materials deemed by the City to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.

"Franchise Fee" shall mean the fees set forth in Section 5 of the Franchise.

"Garbage" shall mean every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains

or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); and all putrescible or easily decomposable animal or vegetable waste matter that is likely to attract flies or rodents.

"Grantee" shall mean Advanced Disposal Services Stateline, LLC, ("Advanced Disposal") or "Franchisee" who is granted this exclusive Franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" shall mean the City of Fernandina Beach, Florida or "Franchisor".

"Gross Revenue" shall mean and include any and all fees received by Grantee for service and disposal which were generated within the service area pursuant to this Franchise with the exception of those fees associated with storms and other emergencies as defined in Section 28.

"Hazardous Waste" shall mean waste, in any amount, which is deemed, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons or Freon.

"Household Trash" shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household Trash shall include all bulky wastes, yard toys, and building material waste from residential type do-it-yourself projects (less than three cubic yards) as approved by City representatives but does not include vegetative matter; and abandoned and improperly placed dumps of the same. Multifamily Dwelling shall mean any building(s) containing more than two permanent living units such as but not limited to condominiums, townhouse complexes and apartment buildings, which utilize Multifamily Dwelling Container Units such as Grantee -provided dumpsters or garbage carts. Within the duration of this contract the City may modify this definition enabling a change of service type to better service the customer and the aesthetic quality of the property. The type, size and number of containers will be determined by the City Manager and/or his designated representative.

"Net Revenue" means gross revenue less expenses directly and proximately related to the operation of the Franchise.

"Occupant" or "Resident" includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other, groups or combinations permitted under Florida law.

"Plastic liner" shall mean a plastic bag no larger than a thirty-five gallon garbage can of sufficient strength to hold contents securely tied at top and not to exceed fifty pounds when full. Receptacle is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage/trash or recycling and that is emptied by the Grantee such as a cart, dumpster, compactor, roll-off, etc.

"Recycling Carts" shall mean the carts purchased and distributed by the Grantee on behalf of the City for the intended use as a receptacle for recyclable materials for Residential and

Multifamily Dwelling customers. Commercial customers may also use Recycling Carts as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these carts shall be the responsibility of the Grantee at no additional cost to the City.

"Recycling Collection Service" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and Multifamily Dwelling collection accounts, and Commercial collection accounts (optional participation) in the recycling service area.

"Recyclable Materials" shall mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-automotive, non-toxic liquid, and such other materials, as mutually agreed by the Grantee and the City, that are recyclable, source separated and co-mingled for single stream recycling collection. Please refer to Section 20: Recycling Program for a more detailed list of Acceptable and Non-Acceptable recycling items.

"Recycling Service Area" refers to the corporate limits of the City of Fernandina Beach, Florida as hereafter amended through annexation.

"Residential Collection & Disposal Service", also known as Residential Cart Pickup Service, shall mean garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing cart pickup garbage/trash collection service. The Grantee shall provide the following collection and disposal services to each customer location - garbage/trash, recycling, bulky waste and yard waste. Grantee shall service the garbage/trash cart(s) with rear load vehicles with hydraulic tippers to assist the helper to empty the carts whereas recycling carts will be collected by vehicles with hydraulic side-arm (or tipper) that mechanically empties carts.

"Roll-out, Roll-back" service means the Grantee provides, at no additional cost to the City, roll-out, roll-back service for elderly or disabled residents. This service will be provided to elderly residents or those with short-term or long-term disabilities who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request for roll-out, roll-back service by providing to the Utility Billing Department a physician's note, detailing the duration of the disability. Upon the City's approval, the resident is notified with the confirmed period of roll-out, roll-back service. The Grantee shall collect, within the City approved time period, the elderly/disability resident's refuse and recyclables from their side door or designated locations on the property. The roll-out, roll-back service is available to all other City residents for an additional charge.

"Solid Waste or Refuse" shall include and mean all garbage, dead animals, vegetative garden and yard waste, bulky waste, household trash, construction and demolition debris, commercial trash, abandoned and improperly placed dumps of the same, sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from the waste treatment works,

water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in s. 403.703(7), Florida Statutes, are not solid waste.

"Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. With the exception of major appliances, all wastes such as furniture, "do it yourself" building materials, tree limbs, non-containerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up at the curb as a special service of the Grantee at no additional charge. This service will be limited to materials that can safely be collected by the use of a mechanical "clamshell" hoist collection vehicle. Discarded major appliances will be collected by Grantee at a charge specified in Section 30. All fees received by the Grantee for the collection of special materials are subject to the City's Franchise Fee.

"Surety" shall mean the party who is bound with and for the Grantee to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

"Yard Waste" shall mean every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper/abandoned dumps of the same, including (i) loose piles of garden and yard trash which shall be collected with pitch forks, brooms and other tools as needed. If the grass clippings, leaves and pine needles are not containerized, the City may require the Grantee to pick this up and leave a door hanger or flier for residents on the proper procedures for the containment of yard waste; (ii) but not including dirt, soil or sod removed in the renovation or rebuilding of lawns and turfs, not including tree limbs, shrubbery cuttings and the like which exceed six inches in diameter and/or six feet in length and not including contractor-generated accumulations of the same [except where amounts are generally no larger than what the resident(s) could have reasonably generated on their own; City retains sole discretion on this determination. Approximately three cubic yards per residence; (iii) a special pickup may be requested by the customer, and a reasonable service charge may be levied by the Grantee, subject to notification and agreement, of the customer and the City; (iv) landscape maintenance contractors and tree removal contractors are to transport and dispose of generated yard waste from customer locations, and such is considered excluded waste unless the City determines on a case-by-case basis that such shall be collected by the Grantee.

SECTION 2. GRANT OF FRANCHISE.

A. Grantee is hereby granted an exclusive, mandatory residential and commercial Franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this Franchise for the purpose of collecting and disposing of residential recyclables, residential and commercial trash, garbage and other

refuse generated by the citizens, residents and inhabitants of the City of Fernandina Beach, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

B. Grantee understands and agrees that Grantor has the right to use the services of another vendor/contractor for select recycling services such as recycling events and the operation of the City's Recycling Center without breaching the exclusivity granted in Section 2(A) above.

C. Request for Proposals #17-06, including all addendums thereto of the City of Fernandina Beach is herein incorporated by reference, as is the response to the Request for Proposals #17-06 Qualifications and the rate proposal submitted by the Grantee.

SECTION 3. LIMITS OF FRANCHISE.

This Franchise covers the corporate limits of the City of Fernandina Beach, Florida. Grantee agrees that the limits of the Franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. This Franchise shall extend the existing Franchise for a period of five years through January 15, 2024, unless sooner terminated by reason of breach of the terms hereof by the Grantee which result in the failure of the Grantee to provide effective and efficient service.

B. This Franchise may be renewed for additional term(s) of no more than five years, or portion of a term, on the same terms and conditions, upon the mutual written agreement of both the Grantor and Grantee. If either party is willing to renew, said party shall give written notice to the other of its willingness to renew said agreement. Such notice shall be given no sooner than nine months and no later than six months before January 15, 2024. Said notice may also be delivered by hand within the above time frame, and if so delivered, a receipt thereof signed by an authorized agent of the Grantor or of the Grantee as applicable, shall be evidence of delivery. Either party shall have thirty days to respond to the request of the other party, indicating their agreement or disagreement with the proposed renewal.

SECTION 5. FRANCHISE CONSIDERATION.

A. The consideration for this Franchise shall be as follows:

1. Garbage, Recycling, Yard Debris

- a. Residential Service: 10% of the rate established in Section 30
- b. Commercial Service: 10% of the rate established in Section 30
- c. Special/Roll off Services: 10% of the rate established in Section 30

2. Recycling: Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase. The shared rebate of 50% of Net Revenues received for the sale of Recyclable Materials, as set forth in Section 20 (C) of this Franchise would only occur if such revenues exceed the recycling processing costs.

B. At the present time, this Franchise does not include construction and demolition waste removal service, and no Franchise Fee will be due for those services. Grantee shall not be required to collect Hazardous Waste, dead animals, large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. Branches should be no larger than 4 inches in diameter, no longer than four feet, and not more than three cubic yards in total. This Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different acts of God over which the Company has no control.

1. It is the Grantor's intent to revise its existing Ordinance to provide for the availability of non-exclusive Franchises for construction and demolition waste removal services. At such time as the Grantor's ordinance is modified, the Grantee will be required to follow the ordinance, and pay the appropriate fees set forth therein.

C. The Franchise Fee will be assessed and collected by the Grantor, and will be added to the Rates as set forth herein.

SECTION 6. ASSIGNMENT.

A. The Franchise rights herein granted to the Grantee shall not be assigned by Grantee except with the express approval of the Grantor, which shall be reflected by a resolution of Grantor. In the event of such an assignment, Grantee shall cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby and which acceptance shall include an affirmative statement evidencing such Grantee's intent to fulfill the obligations imposed by Grantee in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Grantee.

B. A transfer of more than 51% of the issued outstanding stock of Grantee shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting rights amounting to 51% or more of the issued or outstanding stock of Grantee shall constitute an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this Franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Material failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this Franchise, but no such forfeiture shall take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent of said default. Following receipt of the notice of default, Grantee shall have one business day to collect any garbage or trash that was not collected at the

regularly scheduled pick up time and shall have ten days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Manager a written protest within three business days of receipt of Grantor's notice regarding a missed trash/garbage pickup and within ten days of receipt of Grantor's notice for other identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue shall be resolved by a court of appropriate jurisdiction located in Nassau County, Florida pursuant to Section 16 of this Ordinance.

SECTION 9. RATE CHANGES AND RIGHT OF FIRST REFUSAL.

A. The rates set forth in Section 30 may be adjusted annually beginning on the Anniversary Date of this Franchise to include the Consumer Price Index –Water, Sewer and Trash Collection Services. All Items (base year 1997=100%), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year after the completion of the month of April and any change will be implemented and effective with July billings each year. The Grantee agrees that the rate increase will be limited to a maximum of 4% per year.

1. In May of each year during the term of the Franchise, the Grantor shall notify the Grantee of the Consumer Price Index— Water, Sewer and Trash Collection Services by which the rates set forth herein may be adjusted. The rate increase will be effective starting will bills issued after June 30 of that year.

2. Grantor and Grantee agree that certain Changes in Law, as defined herein, may have such a substantial effect that a rate increase may be required. Grantee may petition the Grantor to adjust its fees based upon increases in the cost of doing business due to said Change in Law. The Grantee's request must be made within 120 days of the occurrence of such change or cost and shall contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor shall approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor shall make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided however that Grantor shall not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

B. In the event Grantee shall at any time during the term of this Franchise desire to sell the disposal service then existing and shall have received a bona fide offer from any other person, firm, corporation or from any other municipal corporation or county, authority or political subdivision of the State of Florida satisfactory to Grantee to purchase the same, the Grantee shall within ten days after receipt of such bona fide offer advise the Grantor in writing of the purchase price and other terms and conditions of such offer, and the Grantor for a term of thirty days after giving of such notice shall have the option to purchase the disposal service from

Grantee upon the terms and conditions as set forth in said offer. In the event the Grantor shall fail or refuse to exercise the right and option granted to it by this section within the time limit set forth above, Grantee shall have the right to sell the disposal service to the prospective purchaser thereof, subject to the terms of Section 6 of this Franchise.

C. The Grantor also reserves the right to purchase the disposal service at such time as the Grantee is found to be in material default or demonstrates prolonged substandard service. The Grantor also reserves the right to purchase the disposal service at the conclusion of any term of this Franchise. If the Grantor gives notice of its desire to purchase the disposal service, the purchase price shall be based upon an appraisal of all the assets to be sold. The appraiser performing the appraisal shall be mutually agreeable to both parties. The Grantor and Grantee may also agree in writing on another method for determining the purchase price.

SECTION 10. PUBLIC NOTICES AND EDUCATION SERVICES.

A. The Grantee shall partner with the City in developing and implementing public education and community outreach programs. The public education program shall emphasize recycling and waste reduction. The Grantee shall coordinate with the City in the messaging, publication, and dissemination of such information. The City shall retain final approval of all program materials. The Grantee shall have a Social Media Presence with a texting platform to provide news to customers in an expedient manner. The Grantee shall be responsible for all expenses associated with the notices and education services and Social Media required herein and provide the same at no additional cost to the City.

B. Notices:

1. Notice for Commencement of Services: At least a sixty calendar day notification before the coordinated Commencement (Residential, Multifamily Dwelling and Commercial Establishment) concerning the Grantee's Collection and Disposal Services. A 2nd Notice shall be provided to Residential and Commercial customers approximately two weeks before the Commencement/Transition Start Date. The second or third notice should include a refrigerator magnet with the weekly/two times per week pickup schedule for each customer. The notices are to be hand-delivered via door hangers and posted to Social Media. At a minimum, the notice to Residential and Small Commercial Customers shall:

- a. Identify each of the Scheduled Collection Days for the Customer receiving the notice.
- b. Summarize the applicable Set-Out requirements and include other educational and promotional information coordinated between the Grantee and the City. The notice also may provide any other relevant information concerning the Grantee's services.
- c. The City shall retain final approval of all program materials prior to printing and/or distribution.

2. Notices for New Customers: The Grantee shall design and print upon the City's approval and mail or deliver appropriate informational materials for each New Customer. At a

minimum, the notice shall include the same information that is contained in the annual notice to customers. The Grantee will use the Social Media format to expedite this information.

3. Notices Concerning Changes in Collection Schedules: The Grantee shall deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. Such Customers shall receive notice approximately two weeks prior to the change. The City's decision on schedules, or changes thereof, shall be final. This Grantee will use the Social Media format for delivering this information immediately to the customer.

5. Notices for Holidays: The Grantee shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Grantee will use the Social Media format for delivering this information immediately to the customer.

SECTION 11. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged to the extent caused by it, its agents or employees' negligence or misconduct in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantor shall notify the Grantee at least monthly of damages caused by the performance of its operations on streets within the City limits.

SECTION 12. COMPLIANCE WITH LAWS.

Grantee shall conduct operations under this Franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto.

SECTION 13. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

A. *INSURANCE.* Grantee shall carry commercial general liability insurance in the amount of ~~\$1,000,000~~ \$5,000,000 for each occurrence combined single limit and ~~\$2,000,000~~ \$10,000,000 general aggregate. Grantee will carry commercial automobile liability insurance coverage in the amount of \$5,000,000, covering all of the trucks or other vehicles used for carrying out the work called for in this Franchise. Grantee will also carry commercial excess liability coverage in the amount of \$5,000,000, combined single limit and \$10,000,000 general aggregate. A certificate showing that the Grantee has in full force and effect the aforesaid insurance shall be filed with the Grantor upon execution of this Franchise, and yearly thereafter endeavoring to provide said certificate at least thirty days prior to the date of the expiration of said policies or insurance for each year of said Franchise. The aforesaid insurance shall be in such form and written by such companies whose A.M. Best rating is not less than A+ VII. All such policies shall require thirty days advance notice of the cancellation of the insurance except as otherwise dictated by State law. Said policies of insurance shall name Grantor as additional insured for operations arising out of this contract. The Grantee shall provide Grantor a separate written endorsement showing Grantor as additional insured for all lines of insurance required

hereunder (other than workers compensation insurance). The insurance certificate is attached hereto as Exhibit "A."

B. *WORKERS' COMPENSATION COVERAGE.* Grantee shall carry Workers Compensation insurance on all its employees and show proof of insurance to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least thirty days prior to any termination or revocation thereof except as otherwise dictated by law.

C. *INDEMNIFICATION.* The parties recognize that Grantee is an independent contractor. Grantee agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, and employees (the "City Parties"), 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 any negligent act or omission in violation of this Agreement of Grantee, its officers, employees, agents, and representatives; provided however, Grantee shall have no obligation hereunder to indemnify, defend or hold harmless the City Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the City Parties. Grantee's liability hereunder shall include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City shall reimburse Grantee for all reasonable attorney's fees and costs incurred by Grantee to defend such enforcement action. The obligations contained in this provision shall survive for a period of three years after 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.

The City agrees to indemnify, hold harmless, and defend the Grantee, its officers, directors, employees and affiliates (the "Advanced Parties") 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 the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City shall have no obligation hereunder to indemnify, defend or hold harmless the Advanced Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the Advanced Parties. The City's liability hereunder shall include all reasonable attorney's fees and costs incurred by Grantee in the enforcement of this indemnification provision in the event the Grantee prevails in such enforcement action. In the event Grantee does not prevail in its enforcement of this indemnification provision, Grantee shall reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this provision shall survive for a period of three years after termination of this Agreement and shall

not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

SECTION 14. PERFORMANCE BOND.

Grantee shall furnish to the Grantor a performance bond, on a form approved by the Grantor, for the full performance of this Franchise and all of the obligations arising hereunder in the amount of \$500,000. Said bond shall be executed by a surety company approved by Grantor and licensed to do business in Florida. The Performance Bond is attached hereto as Exhibit "B."

SECTION 15. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this Franchise shall not affect the right of the Grantor to enforce same; nor shall waiver by the Grantor of any breach of any provision in this Franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, shall have the right to terminate this Franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 16. DISPUTE RESOLUTION.

This Franchise shall be governed by the laws of the State of Florida, and if any controversy shall arise between the parties either party may pursue all available legal remedies in the appropriate Nassau County, Florida court.

SECTION 17. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation requested under this Franchise, the Grantee shall continue to render service in full compliance with all terms and conditions of this Franchise regardless of the nature of the dispute and Grantor shall continue to pay Grantee for its services.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this Franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Nassau County, Florida in an appropriate suit instituted by Grantee.

C. If the term of this Franchise is not renewed, Grantee shall continue to provide service for ninety days following expiration or until a substitute Grantee is in place, whichever comes first.

SECTION 18. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three consecutive scheduled working days or materially breaches any other substantive provision of this franchise, and fails to cure said breach within three working days after receipt of written notice of said breach by the Grantor, the Grantor may proceed as follows (provided such failure

is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee):

1. Enter into contract(s) or agreement(s) with any other qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is able to satisfactorily fulfill its responsibilities under this Franchise as determined solely by the Grantor.

SECTION 19. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee shall be required to provide curbside recycling to all residential customers.

B. Grantee shall collect all residential recycling materials within the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee shall perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials shall be at curbside or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts placed at the curbside. The Grantee, at its own cost, shall distribute one cart to hold recyclable materials to be collected to each single-family residence within the service area. Multi-family housing units interested in a recycle program will negotiate with Grantee directly to determine feasibility for implementation. The carts shall be replaced by the Grantee as required. The Grantee shall maintain an adequate supply of carts at all times.

E. The Grantee shall collect all recyclable materials set out for the purpose of recycling from all single family residences. The collection of recyclables shall be conducted using a single cart, furnished by the Grantee, for a commingled/single stream system. As it becomes economically feasible, the Grantee shall provide adequate containers to initiate a multi-material recycling program.

F. All refuse and recyclable materials hauled by the Grantee shall be so contained, held or enclosed that leaking, spilling or blowing are prevented.

G. The Grantee shall make collections with as little noise and disturbance to the residents as practicable and in conformance with the City's Noise Ordinance. Grantee shall handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee shall be picked up immediately. Recycling carts shall be thoroughly emptied.

H. Grantee shall collect recyclable materials within the service area one time per week. The day of collection shall be the same day as one of the regular collection days for solid waste.

SECTION 20. RECYCLING PROGRAM.

A. The Grantee shall be responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by percent for each material, volume of solid waste diverted from landfill by percent, weight by material of items recycled, neighborhoods above or below average participation and other information requested by Nassau County or the State of Florida to meet the requirements of the Solid Waste Management Act, any requirements of Florida House Bill 7243, or to obtain grant funds from the Solid Waste Management Trust Fund. The Grantee shall furnish an annual report to the City containing the requested information. Reports shall be on forms and in a format required by the Grantor.

B. To the extent possible, based on availability, capacity and market prices, the Grantee may market the recyclable materials through local business operations in the City of Fernandina Beach. At a minimum, the Grantee shall provide for taking, marketing or storing recyclables at a permitted landfill.

C. The Grantee shall account for all revenues generated through recycling and report all such revenues to the City along with copies of the receipts from the purchaser of the recyclable materials. The Grantee shall remit monthly to the Grantor 50% of the net revenues from the sale of recycled materials. All documentation relating to the collection and payment for recyclable materials shall be subject to audit by the Grantor. Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase. The shared rebate of 50% of Net Revenues received for the sale of Recyclable Materials, as set forth in Section 20 (C) of this Franchise would only occur if such revenues exceed the recycling processing costs.

D. On the Effective Date (July 1, 2018), the Grantee shall provide, at its own expense, the following:

(1) Sixty-five gallon recycle carts to all residents imprinted with the City seal and name;

(2) An in-mold label on the top of the cart which details a list of the acceptable and non-acceptable items that may be recycled and the contact information for concerns or complaints; and

(3) Notice in of the change to the recycling program along with a list of acceptable and non-acceptable items.

E. *Acceptable and Non-Acceptable recycle items.* Acceptable items for recycle are as follows:

Household Sized Containers – Must be empty and dry (1 gallon or 1 liter max)

(1) Plastic Resin Codes #1 thru #7 (Code is on the bottom of container)

(2) Glass (All Colors)

(3) Metal Cans (Aluminum & Tin)

Household Paper Materials – Max single item size may not exceed 2ft. by 2ft

- (4) Cardboard Boxes (Must be flattened and, if needed, cut to size.)
- (5) Brown or Grey Food Boxes (Cereal, Dry Food, Baking Ingredients, etc.)
- (6) Mailing Supplies (Junk Mail, Envelopes, Letters, etc.)
- (7) Newspapers (Inserts & Catalogs)
- (8) Brown Paper Bags
- (9) Office Paper (Copy & Print Paper, File Folders)
- (10) Brown or Gray Fiber Packages (Soda Cartons, dry food packages, etc.)

NEVER Acceptable Items & Material

Household Sized Containers= Must be empty and dry (1 gallon or 1 Liter max)

- (1) Plastic Film (No Grocery Bags, Tarps, etc.)
- (2) Food (No Wet or Dry Food Waste)
- (3) Scrap Metal (No metal except household size containers)
- (4) Wood (No Yard Waste, Construction Material, etc.)
- (5) Fabric (No Clothes, Shoes, Blankets, Cloth, etc.)
- (6) Electronics (No Batteries, Computers, Phones, etc.)
- (7) Chemicals (No Paint, Oil, Aerosols, etc.)
- (8) Tires (No Tires of any size)

SECTION 21. COLLECTION SERVICES AND OPERATIONS.

A. Residential

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up solid waste at the curbside adjacent to each residence all household garbage two times per week; the collection of horticultural trash shall be one time per week; bulky waste shall be one time per week; on days agreed upon by the Grantee and Grantor. Pickups shall not be reduced by holidays, and pickups normally scheduled to be made on a holiday must be rescheduled and occur in the same week as the holiday. Grantee, at its sole expense, shall notify residences served of the holiday observed and regular pickup schedules at least five days in advance by publication in a local paper or other means approved by Grantor.

(a) During the term of this Franchise the Grantor may elect to change the frequency of residential garbage collection for City residents from two times per week to one time per week. Grantor will provide Grantee with a minimum sixty days prior written notice before Grantee will be made to implement the change. Residents that have a Fletcher Avenue or Ocean Avenue address will remain on a two times per week schedule even if Grantor opts to reduce other

residential service to once per week. Residential rate for those that are changed to one per week pickup shall be reduced. See SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

(b) Holidays: The following holidays may be observed by Grantee for purposes of this clause: New Year's Day, Independence Day (July 4), Thanksgiving Day and Christmas Day.

2. Schedule: Regularly scheduled pick up days for household garbage shall be as agreed upon between the Grantor and the Grantee. All schedules and routes are subject to being rescheduled as mutually agreed to by the Grantor and Grantee. The Grantor, at the request of the Grantee or on its own, may extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

3. Quantity: Grantee shall be required to pick up all household garbage generated by residential premises, provided same is placed in the garbage cart. Grantee shall also be required to pick up all household garbage from the curbside of residential premises when properly bagged or otherwise contained and placed by the garbage cart.

4. Collections. All collections shall normally be made in residential areas no earlier than 6:00 am and no later than 8:00 pm, with no service on Sunday, except in declared emergencies. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found at the curbside. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee. Grantee shall provide a single-axle truck for servicing certain compact residential areas, such as Amelia Park and the downtown area.

5. Special services: Services such as back door collection, below ground collection, removal of any refuse other than garbage or rubbish as defined herein, including white goods and appliances or additional pickups shall be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Charges for special services shall not be unreasonable or excessive. Household garbage services shall be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge.

6. Roll-out/Roll-back service: Those customers holding a Short Term Resort Rental license are required to have Roll-out/Roll-back service, for which a fee will be charged.

7. Garbage: Garbage shall be placed for collection separately from rubbish and shall be placed in the garbage carts furnished by the Grantee with capacities of ninety-six gallons. Smaller carts will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval. Plastic bags of at least thirteen gallons and not more than thirty-five gallons securely tied may also be used as long as those bags do not weigh in excess of fifty pounds per container/bundle.

8. Yard waste: Yard waste generated by residents from improved residential properties will be collected by the Grantee. Residents shall bag, containerize and/or bundle horticulture trash (not to exceed fifty pounds per container or bundle, and with branches not to exceed four feet in length and four inches in diameter).

9. Hazardous materials: Grantee shall not be required to collect hazardous materials, including without limitation Hazardous Waste.

10. Location of Residential Waste for collection: Persons in occupancy of each residential abode shall place their garbage carts at the curb no sooner than 6:00 pm the day before a scheduled pick-up and shall remove the garbage carts by midnight of the day of the pick-up, unless the occupant or resident has been approved for back door, side door or roll-out/roll-back pickup or the occupant of resident has negotiated a special service collection at another location.

11. Customer restrictions: Grantee shall not be required to collect Residential Waste when such waste is not generated on the residence served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

12. Grantee shall be required to provide Garbage Carts and Recycle carts at its own expense.

B. *Commercial*

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday shall be rescheduled with the approval by the commercial establishment.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: New Year's Day, Independence Day (July 4), Thanksgiving Day and Christmas Day.

2. Schedule: Commercial collection shall be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

3. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a waste receptacle.

4. Collections: All collections shall normally be made at commercial establishments no earlier than 3:00 am and no later than 8:00 pm. These times may be adjusted by mutual agreement of the parties. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.

5. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive and shall be subject to the City's Franchise Fee.

6. Waste receptacles:

(a) Garbage and rubbish: Garbage and rubbish shall be placed for collection within a commercial container.

(b) Hazardous and biohazardous materials: Grantee shall not be required to collect hazardous or biohazardous materials or Hazardous Waste.

(c) Carts in the downtown Central Business District must be clearly labeled with the name of the business it is assigned to. Grantee shall provide these labels.

7. Location of commercial waste for collection: All commercial establishments receiving service pursuant to this Franchise shall keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

8. Customer restrictions: Grantee shall not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

9. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor shall be clearly marked, specifying the manner in which the container fails to meet the requirements. Such marked, nonconforming containers shall be removed from service by the Grantee.

C. *Special Events*

1. In addition to regular residential and commercial collections, Grantee shall be the service provider for collection services during and after City-sponsored special events. These events include, but are not limited to, the annual Shrimp Festival occurring the first weekend in May of each year. The Grantee shall provide these services at their cost.

SECTION 22. OFFICE HOURS.

The Grantee's office shall remain open for residential and commercial establishment customers Monday through Friday from 8:00 am to 5:00 pm for the purpose of handling complaints, requests for new or replacement containers and to schedule bulk pick-ups, and for that purpose, there shall be maintained an adequate number of telephones and a responsible person in charge during the hours specified above. The Franchisee shall maintain a local calling area phone line, or toll-free number, to receive customer inquiries and complaints during the business hours stated in this section. These requirements do not apply on the legal holidays identified in Section 21.

SECTION 23. COLLECTION EQUIPMENT.

The Grantee shall have on hand at all times sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary; neat in appearance, in good repair at all times, and shall be equipped with back-up warning lights and alarm. The Grantee, shall at all times, have available reserve

equipment, which can be put into service and operation within two hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 24. DISPOSAL.

All garbage and solid waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The Grantor reserves the right to approve or disapprove of sites, taking into account all governmental regulations, routes within the Franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites and facilities.

SECTION 25. ROUTES AND SCHEDULES.

The Grantee shall periodically provide the Grantor with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes, schedules, or other program changes that will alter the day of pickup or the type of materials that are picked up, Grantee shall notify each customer affected by either direct mail or door hangers which the Grantor shall approve for such purpose. Grantee shall also notify customers by placing an advertisement prominently displayed in a local newspaper on at least two occasions, the latter being at least one week prior to the change. All such changes in routes, schedules, and programs will also be immediately communicated to Grantor at the time determined by the Grantee.

SECTION 26. GRANTEE PERSONNEL.

Grantee shall assign a qualified person to be in charge of operations under this Franchise and shall give the name and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle shall at all times carry a valid CDL driver's license for the type of vehicle being driven, and it shall be the Grantee's sole responsibility to assure that all drivers are properly licensed. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent or discourteous in the performance of his or her duties. Grantee shall provide operating and safety training for all personnel. Wages of all employees of Grantee shall be equal to or exceed the minimum hourly wages for such employees established by local, state or federal law. Grantee shall supply a schedule of all employee wage scales to Grantor upon request.

SECTION 27. SPILLAGE AND LITTER.

A. The Grantee shall not litter on any premise in the process of making collections, but shall not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided, unless previous arrangements have been agreed upon between the Grantor and the Grantee.

B. During hauling, all solid waste or liquids shall be contained, held or enclosed so that leaking, spilling or blowing is prevented. In the event of spillage by the Grantee, the Grantee shall promptly clean up the litter.

SECTION 28. STORMS AND OTHER EMERGENCIES.

A. In the case of a storm or disruption caused by other severe emergency (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee shall inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee shall provide notice to residential premises and commercial establishments in the service area.

B. In the event of a declared disaster and/or any event requiring mass cleanup operations during the period of the Franchise, Grantee shall, if requested and to the extent directed by the Grantor, participate in said cleanup. Grantee shall be compensated by the Grantor in accordance with terms and conditions of a negotiated agreement.

C. The Grantee shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The Grantee shall have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the Grantee's resources are insufficient to effect a timely clean-up. Such agreement shall contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement shall be reviewed and approved by the City. In the event of a small disaster, the City and the Grantee shall meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan. In the event of a small disaster or a severe domestic disturbance, the City shall have the option to utilize any combination of the Grantee's services, the Grantee's subcontractors, the City's own contractors, or any adjacent municipality or County forces provided through mutual aid. In the event of a small disaster such as a hurricane, the Grantee will be expected to continue with collection services and closely coordinate with the City when to cease operations within the City's city limits. Currently, the City's Disaster Plan calls for the Grantee to resume and continue the collection schedule as soon as safely possible.

SECTION 29. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on fire basis of race, color, religion, sex, age, handicap, disability or national origin. Said nondiscrimination policy shall apply to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Franchise, provided, however, that Grantee shall not be required to produce for inspection any record covering any period of time more than two years prior to the date of the Franchise.

SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

A. Rates:

1. For residential recycling and the collection of garbage, rubbish, and yard waste, and bulk waste/mixed piles the fee paid to Grantor by Grantee shall be \$18.95 per month for twice

per week service at the Effective Date and will remain until the CPI rate adjustment provision specified in Section 9 is applied in 2019. A breakdown of the initial residential garbage, recycling, rubbish and yard waste fees is shown below:

Service Component	Fee Charged by City	Rate Paid to ADS
Garbage – twice a week	\$8.51	\$7.74
Recycling – once a week	\$5.67	\$5.15
Yard Debris – once a week	\$4.41	\$4.01
Bulk Waste/Mixed Piles – once a week	\$2.26	\$2.05
TOTAL	\$20.85	\$18.95

2. The Grantor shall have the right to change the frequency of residential garbage pickup during the term of this Franchise. Grantor will provide Grantee a minimum of sixty days prior written notice before the change shall be implemented by Grantee. Residential fee paid to Grantee by Grantor shall be reduced by a certain percentage that will be determined at the time of the service level change. At that time, the Grantee will negotiate in good faith with the Grantor on the reduction of the Residential rate/fee paid to Grantee for the one time per week pickup.

3. For garbage, rubbish, yard debris for the initial term of this Franchise, the monthly rate for commercial establishments fees is shown below:

Commercial Rates							
Rates For:	1 pickup per week	2 pickup per week	3 pickup per week	4 pickup per week	5 pickup per week	6 pickup per week	7 pickup per week
95 gallon carts	\$15.02	\$30.04	\$45.06	\$60.08	\$75.10	\$90.12	\$105.14
2 yard container	\$45.47	\$90.93	\$136.40	\$181.86	\$227.33	\$272.79	\$318.26
4 yard container	\$90.93	\$181.86	\$272.79	\$363.72	\$454.65	\$545.58	\$636.51
6 yard container	\$136.40	\$272.79	\$409.19	\$545.58	\$681.96	\$818.37	\$954.77
8 yard container	\$181.86	\$363.72	\$545.58	\$727.44	\$909.30	\$1,019.16	\$1,273.02

*Compacted front load service will be priced based on \$7.53 per compacted yard

**prices listed do not include 10% franchise fee provided for in Section 5

4. The rates for other services is shown below:

Other Services	
10 yard roll-off price per haul	\$247.32
20 yard roll-off price per haul	\$247.32
30 yard roll-off price per haul	\$247.32
Garbage compactor price per haul	\$267.32
Special Clean-up of right-of-way	NO ADDITIONAL CHARGE
White Goods (on call service)	\$14.00/per item

*prices listed do not include 10% franchise fee provided for in Section 5

5. During the term of this franchise no fuel surcharges may be applied or charged by the Grantee.

B. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, parks including parks, complexes, and recycle stations at no charge. The Grantee will provide six commercial containers of not less than six cubic yards each at no cost to the City for City sponsored events such as City-wide cleanups.

C. *Billing for Services*

1. Residential, Commercial and Special Services.

a. The Grantor shall bill for residential, commercial establishments and special services rendered. The billing will be in conjunction with the other utility billings performed by the Grantor, or such other method as the Grantor may from time to time determine. Bills will be sent to the Residential Units, Commercial Establishments and for Special Services not less than quarterly. Therefore, the Grantee will receive payment on a monthly basis, based on the amounts actually collected by the Grantor, less the Franchise Fee.

b. Requests for opening new residential and commercial accounts will be received at the City. The customer will then be referred to the Grantee to request new containers. Within 1 business day of receiving said requests from the new customer, the Grantee shall be required to provide a new garbage cart and recycle cart (if requested), or such commercial container as requested by the new customer, and shall begin the service for the new customer on the next scheduled pick-up. At the time of delivery of the garbage cart and recycle cart or commercial container, the Grantee shall provide written notice to the new customer of the pick up days for all service.

c. For discontinued services, the billing shall stop on the disconnect date.

5. Where the lack of performance by Grantee is continuous and determined by the City Manager to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection shall include the direct and indirect economic effects of Grantee's failure to perform.

C. Administrative charges shall be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein. Grantee shall be required to keep accurate records of complaints received, and shall forward all complaints to the City Manager, or the City Manager's designated representative. The City Manager may verify complaints through whatever means he deems to be appropriate, including field review or contact with the individuals filing the complaints. Complaints verified by the City Manager will be assessed administrative charges in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

1. Failure to clean up spilled refuse per \$50 per incident
incident
2. Failure to collect solid waste per \$50 per incident
location or special collection solid
waste at any premises at or within the
service area
3. Failure to complete each route on the \$1,000 per route not completed
regular scheduled pickup date
4. Failure to keep equipment in clean, \$100 per vehicle per day
safe and sanitary manner
5. Failure to have vehicle operator \$100 per day per incident
properly licensed
6. Failure to maintain office hours as set \$100 per incident
forth in Section 22
7. Failure to replace or repair any \$25 per incident
damage caused by Grantee or his
personnel

D. Within five business days of the date of the City Manager's action imposing such administrative charge, Grantee shall be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest stating the reasons for disagreement within five business days of the receipt of the notice of an assessment. The protest will be acted upon by the City Commission at a regularly scheduled meeting.

d. The Grantee is required to report all new services and changes in service to the Grantor (City) no later than the first day of the following month for billing purposes.

e. In consideration for the Grantor handling the customer billing, payment and related customer service functions related to billing, Grantee will pay to Grantor the sum of 1% of the previous month's net billing to Grantor. This payment will be due within fifteen days of the invoicing of such billing and payment processing fee by Grantor.

SECTION 31. COMPLAINTS & CHARGES FOR FAILURE OF PERFORMANCE.

A. Grantee shall have one business day (see also Section 8 above) to collect any garbage or trash that was not collected at the regularly scheduled pick up time and shall have seven days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified complaints. Grantee shall supply Grantor weekly with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record shall be available for inspection by Grantor at all times during the business hours specified herein. The complaint record/form shall indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it shall be remedied the next working day. The Grantee shall establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure. To prevent misunderstanding and any litigation, the CITY, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the acceptable fulfillment of the contract on the part of the FRANCHISEE; and the CITY will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the CITY and the FRANCHISEE so long as such determination is not unreasonable or arbitrary. The CITY shall make such explanation as may be necessary to complete, explain or make definite the provisions of this FRANCHISE; and its findings and conclusions shall be final and binding upon both parties, provided such determinations are not unreasonable or arbitrary.

B. Upon the recommendation of the City Manager or his designee, and reasonable notice to Grantee, administrative charges may be assessed against the Grantee should it be determined that:

1. Total residential complaints during any calendar month involve more than 4% of the total residential customers within the service area;
2. Total residential complaints during the Grantor's fiscal year exceed more than 5% to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than 3% of the total commercial customers with the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than 6% to the total commercial customers within the service area; or

SECTION 32. MISCELLANEOUS.

A. Notices. 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 Street
Fernandina Beach, FL 32034
Attn: City Manager

With a copy to the City Attorney at the same address.

For the Grantee:

Attn: Jeff Edwards
Advanced Disposal Services Stateline, LLC
450496 State Road 200
Callahan, FL 32011

SECTION 33. REPEAL OF SECTIONS IN CONFLICT.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 34. SEVERABILITY.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this Franchise shall not be affected.

SECTION 35. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its final adoption by the City Commission of the City of Fernandina Beach, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk.

PASSED AND ENACTED this 19th day of June, 2018, at public hearing on second and final reading.

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

ATTEST:



Caroline Best
City Clerk

Date of First Reading May 15, 2018

Date of Advertisement: June 6, 2018

Date of Second Reading and Public Hearing June 19, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 19th day of June, 2018.

CITY OF FERNANDINA BEACH



Dale L. Martin, City Manager



John A. Miller, Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best, City Clerk

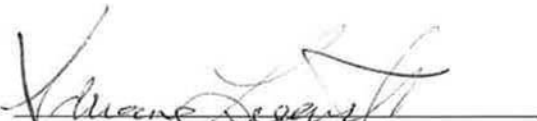


Tammi E. Bach, City Attorney

ADVANCED DISPOSAL SERVICES STATELINE, LLC



Advanced Disposal Service Representative


WITNESS

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, June 16, 2020, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-19

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
FERNANDINA BEACH, FLORIDA, ESTABLISHING AND
AMENDING FEES FOR SANITATION FOR FY 2019/2020;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the June 3, 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